



**IMU BOARD OF TRUSTEES OF THE ELECTRIC,
WATER AND COMMUNICATIONS UTILITIES**

April 27, 2026

5:30 PM

IMU Boardroom

Agenda

- 1. Call to Order**
- 2. Roll Call**
- 3. Public Comment**
- 4. Consent Agenda**
 - A. Approval of Minutes of the prior meetings
 - B. Approval of Claims
- 5. Electric Utility Action Items**
 - A. Resolution Authorizing Purchase of a Dur-A-Lift Bucket Truck for the Electric Department
 - B. Approval of the Tantalus network system and services agreement
- 6. Electric Utility Informational Items**
- 7. Water Utility Action Items**
 - A. Public Hearing for Public Hearing Water Rates 2026
 - B. Resolution Approving Water Rates 2026
- 8. Water Utility Informational Items**
- 9. Communications Utility Action Items**
 - A. Public Hearing on Telecommunication Rates 2026
 - B. Resolution Approving Telecommunication Commercial Rates 2026
 - C. Resolution Approving Telecommunication Residential Rates 2026
- 10. Communications Utility Informational Items**
- 11. Combined Electric, Water and Communications Informational Items**
- 12. Other Business**
- 13. Adjourn**

MEMORANDUM

4.A.

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From:

Date: April 27, 2026

Subject: Approval of Minutes of the prior meetings

Recommendation:

Attachments: 1. 4-13-2026 Minutes

IMU BOARD OF TRUSTEES OF THE ELECTRIC, WATER AND COMMUNICATIONS UTILITIES

April 13, 2026, 5:30 PM IMU Boardroom Minutes

The IMU Board of Trustees met in regular session at 5:30 pm on April 13, 2026, in the IMU Conference Room. Board Chair Dom Selgrade called the meeting to order and on roll call the following board members were present: Dom Selgrade, Deb White, Lori Smith, Adam Voigts.

There was no Public Comment

Smith moved to approve and White seconded the Consent Agenda as follows: Approval of Claims, Approval of Minutes of the prior meetings, Authorization for Warren Water District to serve a customer located at 15532 Illinois Street, **Resolution 2026-029** setting Public Hearing for Telecommunications Rate, **Resolution 2026-030** Setting Public Hearing for Water Rate, February 2026 Finance Report reviewed by Doug Shull. On roll call, the vote was AYES: Selgrade, Smith, White, Voigts. NAYS: None. Whereas the motion carried unanimously.

Electric Utility Action Items

White moved to approve a resolution authorizing purchase of a Dur-A-Lift bucket truck for the Electric Department and Smith seconded. In discussion Metcalf and DesPlanques explained the details of the proposed purchase. Board members requested additional bids, and the motion was tabled for review at the April 27th meeting.

Electric Utility Informational Items

Electric Director Mike Metcalf shared that the East Iowa Circuit Switcher project will begin next week. Crews are busy with multiple developments and projects around town. A transmission pole was damaged during a windstorm last week and was replaced the next day by Burns Electric.

Water Utility Action Items

White moved to approve **Resolution 2026-031** Adopting Mutual Aid and Assistance Agreement and Voigts seconded. In discussion Brand explained that the agreement formalizes cooperation and communication with other water departments. On roll call, the vote was AYES: Selgrade, Smith, White, Voigts. NAYS: None. Whereas the motion carried unanimously.

Water Utility Informational Items

Water Department Director Justin Brand: staff are busy with seasonal tasks, locates, work orders and completed work on parking restoration and are scheduled to complete the final driveway pour-back. Bi-weekly meetings are starting for the generator project; the roofing contractor plans to finish within the month. Contractors for N 6th St Pl project are planning a mid-May project start and will be in communication with staff and residents. Contractors are finalizing details for cleaning the main-tank clear well.

Communications Utility Informational Items

Communications Director Kurt Ripperger: staff completed temp-drops and are working with Schoolyard developers to set fiber service lines. Staff continue with the TV project and are taking time off now to accommodate the fall conversion schedule.

Combined Electric, Water and Communications Action Items

Voigts motioned to Approve Updated Administrative Charge and Aid in Construction Rate Schedules, and Smith seconded. DesPlanques shared updates include new credit card fees, and updated meter charges. On voice vote, Ayes: Selgrade, Smith, White, Voigts; Nays: None, motion passed unanimously.

Combined Electric, Water and Communications Informational Items

General Manager Chris DesPlanques: New board member Gwen Schroder will be taking a facility tour, and he invited board members to join. Progress continues on City/IMU fuel facility and shared services discussions. The FY 2026 budget will not need to be amended, transmission development discussions continue, next meetings will be April 27 and May 11.

No Other Business was discussed.

Smith motioned and White seconded entry into closed session in accordance with Iowa Code Section 388.9(1) to discuss marketing and pricing strategies and proprietary information of the telecommunications division whose competitive position will be harmed by public disclosure that is not required of potential or actual competitors and no public purpose is served by such disclosure, and on roll call the vote was AYES: Selgrade, Smith, White, Voigts. NAYS: None. Whereas the motion carried unanimously. There was no public comment. Smith motioned to exit closed session and White seconded the vote was AYES: Selgrade, Smith, White, Voigts. NAYS: None. Whereas the motion carried unanimously. **No Action after Closed Session**
The second closed session was omitted.

White moved to **Adjourn** at 6:32 pm, and Smith seconded. On Voice vote, Ayes: Selgrade, Smith, White, Voigts; Nays: None, motion passed unanimously.

MEMORANDUM

4.B.

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From:

Date: April 27, 2026

Subject: Approval of Claims

Recommendation:

Attachments: 1. 042826 AP Check Preview

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Thursday, April 23, 2026
10:09:59 AM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number	Payment Type
Account To Be Paid From 0000-10120-999											
3E - Electrical Engineering & Equipment Co - VEND-1114 - Check											
	5/13/2026	New Chlorine Motor	Net 30	885.79	0.00	15.00	885.79	885.79	321027-00	BL-18537	Check
							885.79	885.79			
ACCO UNLIMITED CORP. - VEND-2810 - EFT File											
	4/8/2026	ACCO Liquid Chlorinating Solution	Open Terms	2,441.28	0.00	0.00	2,441.28	2,441.28	0261341-IN	BL-18520	EFT File
							2,441.28	2,441.28			
AGRILAND FS INC - VEND-48228 - EFT File											
	4/1/2026	0326 Fuel Distribution	Open Terms	4,819.02	0.00	0.00	4,819.02	4,819.02	7156286-0326	BL-18521	EFT File
							4,819.02	4,819.02			
Aureon Communications LLC - VEND-1511 - Check											
	5/1/2026	DET Installation Fee	Net 30	2,140.00	0.00	15.00	2,140.00	2,140.00	20923182	BL-18522	Check
							2,140.00	2,140.00			
AUTOMATIC SYSTEMS CO. - VEND-51495 - EFT File											
	3/28/2026	Troubleshoot Chlorine Pump	Open Terms	988.75	0.00	0.00	988.75	988.75	044829	BL-18538	EFT File
							988.75	988.75			
Bob Gripp Construction - VEND-1513 - Check											
	5/21/2026	Line Shop Monument Sign Brick Work	Net 30	499.00	0.00	15.00	499.00	499.00	234371	BL-18539	Check
							499.00	499.00			
Burns Electric Inc - VEND-1465 - Check											
	5/20/2026	Transmission Pole Replacement	Net 30	14,974.87	0.00	15.00	14,974.87	14,974.87	26-5108	BL-18540	Check
							14,974.87	14,974.87			
Calix Inc - VEND-1028 - EFT File											
	5/4/2026	ROUTERS	Net 30	6,273.45	0.00	15.00	6,273.45	6,273.45	406314	BL-18524	EFT File
	5/4/2026	Extended Warranty - Inv #406314	Net 30	431.40	0.00	15.00	431.40	431.40	4054342	BL-18541	EFT File
	5/15/2026	0426 Calix Service Cloud	Net 30	3,266.18	0.00	15.00	3,266.18	3,266.18	7071696	BL-18542	EFT File
	5/15/2026	0426 Calix Operations Cloud	Net 30	3,295.60	0.00	15.00	3,295.60	3,295.60	7071695	BL-18543	EFT File
	5/15/2026	0426 SmartHome	Net 30	792.36	0.00	15.00	792.36	792.36	7072382	BL-18544	EFT File
	5/15/2026	XGS-Pon #100-05730	Net 30	3,439.72	0.00	15.00	3,439.72	3,439.72	407077	BL-18545	EFT File
							17,498.71	17,498.71			

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Cedar Falls Utilities - VEND-1045 - EFT File											
	5/5/2026	0326 Transit & Transport	Net 30	9,645.00	0.00	15.00	9,645.00	9,645.00	Mar 26	BL-18546	EFT File
							9,645.00	9,645.00			
City Of Indianola - VEND-1008 - BL-18547											
	4/30/2026	Q1-2026 Franchise Fees	Net 30	15,368.33	0.00	15.00	15,368.33	15,368.33	Q1-2026	BL-18547	EFT File
							15,368.33	15,368.33			
Core Telecom Systems, Inc - VEND-1498 - EFT File											
	5/13/2026	ETHERNET BRIDGE DEVICE	Net 30	6,371.69	0.00	15.00	6,371.69	6,371.69	128879-INV	BL-18613	EFT File
							6,371.69	6,371.69			
DES MOINES WATER WORKS - VEND-10870 - Check											
	3/24/2026	Leak Pin Point 917 E Iowa	Open Terms	650.00	0.00	0.00	650.00	650.00	3.23.26	BL-18549	Check
							650.00	650.00			
DICKINSON LAW - VEND-101709 - EFT File											
	4/14/2026	0326 Legal Services - Admin	Open Terms	28.50	0.00	0.00	28.50	28.50	1177189	BL-18550	EFT File
							28.50	28.50			
Dust Pros Janitorial - VEND-1011 - EFT File											
	5/15/2026	0426 Cleaning - Util Svcs	Net 30	749.00	0.00	15.00	749.00	749.00	3586	BL-18551	EFT File
	5/15/2026	Cleaning Supplies - Util Svcs	Net 30	80.25	0.00	15.00	80.25	80.25	3587	BL-18552	EFT File
	5/15/2026	Cleaning Supplies - Fiber	Net 30	85.33	0.00	15.00	85.33	85.33	3585	BL-18553	EFT File
	5/15/2026	0426 Cleaning - Fiber	Net 30	856.00	0.00	15.00	856.00	856.00	3584	BL-18554	EFT File
	5/15/2026	Cleaning Supplies - EL	Net 30	186.71	0.00	15.00	186.71	186.71	3583	BL-18555	EFT File
	5/15/2026	0426 Cleaning - EL	Net 30	856.00	0.00	15.00	856.00	856.00	3582	BL-18556	EFT File
							2,813.29	2,813.29			
Finley Law Firm, P.C. - VEND-1439 - EFT File											
	4/30/2026	0326 Legal Services	Net 30	1,015.00	0.00	15.00	1,015.00	1,015.00	526469	BL-18560	EFT File
							1,015.00	1,015.00			
Gradient9 - VEND-1392 - EFT File											
	5/21/2026	0426 Monthly Newsletter/Website	Net 30	2,310.00	0.00	15.00	2,310.00	2,310.00	INV-5746	BL-18561	EFT File
							2,310.00	2,310.00			
GRAYMONT WESTERN LIME INC - VEND-101387 - EFT File											

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4/9/2026	High Calcium Quicklime	Open Terms	7,037.90	0.00	0.00	7,037.90	7,037.90	14-212619RI	BL-18562	EFT File
						7,037.90	7,037.90			
Independent Advocate - VEND-1136 - EFT File										
5/9/2026	Print & Digital Ad - Mar26	Net 30	500.00	0.00	15.00	500.00	500.00	7711	BL-18563	EFT File
						500.00	500.00			
Infomax Office Systems Inc - VEND-1013 - Check										
5/12/2026	0426 Copier Contract	Net 30	743.48	0.00	15.00	743.48	743.48	41737590	BL-18564	Check
						743.48	743.48			
Internal Revenue Service - VEND-1307 - Online Payments										
5/10/2026	941 Income Tax Payable - 041026 Payroll	Net 30	33,286.44	0.00	15.00	33,286.44	33,286.44	041026 Payroll	BL-18565	Online Payments
						33,286.44	33,286.44			
Interstate Power Systems Inc - VEND-1033 - EFT File										
4/12/2026	Generator Repair	Net 30	5,467.77	0.00	15.00	5,467.77	5,467.77	R012097382:01	BL-18566	EFT File
						5,467.77	5,467.77			
Iowa Department Of Human Services - VEND-1310 - Online Payments										
5/10/2026	Garnishment Payable - 041026 Payroll	Net 30	653.99	0.00	15.00	653.99	653.99	041026 Payroll	BL-18567	Online Payments
						653.99	653.99			
Iowa Department Of Revenue - VEND-1117 - Online Payments										
4/30/2026	March 2026 Use Tax	Net 30	380.93	0.00	15.00	380.93	380.93	Mar26	BL-18569	Online Payments
5/1/2026	Sales Tax Billed 4.1.26	Net 30	45,710.13	0.00	15.00	45,710.13	45,710.13	Sales Tax Billed 4.1.26	BL-18570	Online Payments
5/10/2026	IA Income Tax Payable - 041026 Payroll	Net 30	3,500.68	0.00	15.00	3,500.68	3,500.68	041026 Payroll	BL-18568	Online Payments
						49,591.74	49,591.74			
Iowa Utilities Commission - VEND-1016 - EFT File										
5/17/2026	2025 Annual DPRS Assessment	Net 30	294.69	0.00	15.00	294.69	294.69	67197	BL-18571	EFT File
						294.69	294.69			
Irby - VEND-1259 - EFT File										
5/3/2026	PVC Glue	Net 30	358.24	0.00	15.00	358.24	358.24	S014557472.001	BL-18574	EFT File
5/8/2026	Red Locate Paint	Net 30	272.85	0.00	15.00	272.85	272.85	S014561787.001	BL-18572	EFT File
5/8/2026	Pink Locate Paint	Net 30	59.06	0.00	15.00	59.06	59.06	S014561787.002	BL-18573	EFT File

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							690.15	690.15			
ISolved - VEND-1363 - Online Payments											
5/10/2026	FSA Payable - 041026 Payroll	Net 30	419.23	0.00	15.00	419.23	419.23	041026 Payroll	BL-18575	Online Payments	
							419.23	419.23			
LINDE INC - VEND-6415 - EFT File											
4/14/2026	Carbon Dioxide	Open Terms	4,088.14	0.00	0.00	4,088.14	4,088.14	56049339	BL-18576	EFT File	
							4,088.14	4,088.14			
Mid American Energy Co - VEND-1018 - EFT File											
5/15/2026	Electric - 11634 R63 Hwy West Substation	Net 30	10.00	0.00	15.00	10.00	10.00	579478030	BL-18577	EFT File	
							10.00	10.00			
Mission Square - VEND-1303 - Online Payments											
5/10/2026	457 Payable - 041026 Payroll	Net 30	6,579.61	0.00	15.00	6,579.61	6,579.61	041026 Payroll	BL-18578	Online Payments	
							6,579.61	6,579.61			
MSC - VEND-1250 - Check											
5/8/2026	Gloves	Net 30	204.54	0.00	15.00	204.54	204.54	33774321	BL-18579	Check	
							204.54	204.54			
MUNICIPAL ENERGY AGENCY OF NEBRASKA - VEND-35805 - EFT File											
5/20/2026	Purchased Power - Mar26	Net 30	759,385.85	0.00	15.00	759,385.85	759,385.85	311476	BL-18580	EFT File	
							759,385.85	759,385.85			
MUNICIPAL SUPPLY INC - VEND-35810 - Check											
4/21/2026	(1) 4x30 repair clamp, (1) 4x20 repair clamp	Open Terms	707.25	0.00	0.00	707.25	707.25	0972722-IN	BL-18582	Check	
4/22/2026	(1) 4x12 repair clamp	Open Terms	172.00	0.00	0.00	172.00	172.00	0972822-IN	BL-18581	Check	
							879.25	879.25			
National Cable Television Cooperative, Inc. - VEND-1095 - EFT File											
5/15/2026	MICRO BATTERY BACKUP - UPS	Net 30	3,110.68	0.00	15.00	3,110.68	3,110.68	SI107688	BL-18614	EFT File	
							3,110.68	3,110.68			
Norwalk Ready Mix Concrete, Inc. - VEND-1119 - Check											
5/8/2026	1007 N 1st Concrete Pour Back	Net 30	704.00	0.00	15.00	704.00	704.00	383532	BL-18587	Check	
5/14/2026	1512 W Salem Concrete Pour Back	Net 30	704.00	0.00	15.00	704.00	704.00	383870	BL-18586	Check	

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							1,408.00	1,408.00			
Power & Tel - VEND-1037 - EFT File											
	5/8/2026	SINGLEMODE FIBER	Net 30	1,232.36	0.00	15.00	1,232.36	1,232.36	8277769-00	BL-18591	EFT File
	5/10/2026	SINGLEMODE FIBER	Net 30	1,232.36	0.00	15.00	1,232.36	1,232.36	8280993-00	BL-18588	EFT File
	5/15/2026	REMOTE - NOVA IR	Net 30	2,118.67	0.00	15.00	2,118.67	2,118.67	8284113-00	BL-18590	EFT File
	5/17/2026	Batteries	Net 30	117.42	0.00	15.00	117.42	117.42	8278897-00	BL-18589	EFT File
							4,700.81	4,700.81			
Prolmage Sign & Lighting - VEND-1150 - Check											
	5/21/2026	Line Shop Monument Sign Materials & Permit	Net 30	839.52	0.00	15.00	839.52	839.52	6617	BL-18592	Check
	5/21/2026	Electric Line Shop Monument Sign	Net 30	9,940.84	0.00	15.00	9,940.84	9,940.84	6616	BL-18593	Check
							10,780.36	10,780.36			
Showtime Networks Inc - VEND-1508 - EFT File											
	4/30/2026	0326 Showtime Package	Net 30	213.30	0.00	15.00	213.30	213.30	101744	BL-18594	EFT File
							213.30	213.30			
STATE HYGIENIC LABORATORY - VEND-23245 - EFT File											
	4/1/2026	Testing	Open Terms	232.50	0.00	0.00	232.50	232.50	318790	BL-18595	EFT File
							232.50	232.50			
STERNQUIST CONST. INC. - VEND-50360 - Check											
	4/11/2026	Transmission Pole Backfill - Crushed Concrete	Open Terms	99.01	0.00	0.00	99.01	99.01	4621	BL-18596	Check
	4/17/2026	Crush Rock - Stock Pile	Open Terms	103.89	0.00	0.00	103.89	103.89	4638	BL-18597	Check
							202.90	202.90			
Teklink - VEND-1262 - EFT File											
	5/8/2026	Bore & Drop	Net 30	1,901.00	0.00	15.00	1,901.00	1,901.00	WE 4/4/2026	BL-18599	EFT File
	5/9/2026	Bore & Drop	Net 30	3,232.00	0.00	15.00	3,232.00	3,232.00	WE 4/11/2026	BL-18598	EFT File
							5,133.00	5,133.00			
Terry-Durin Co - VEND-1038 - EFT File											
	5/14/2026	Pulling Rope, Pulling Soap	Net 30	376.43	0.00	15.00	376.43	376.43	216123-00	BL-18601	EFT File
	5/15/2026	2" Innerduct	Net 30	8,474.40	0.00	15.00	8,474.40	8,474.40	215764-00	BL-18600	EFT File
							8,850.83	8,850.83			
TrueNorth Companies LC - VEND-1100 - EFT File											
	5/20/2026	Apr26 Safety Meeting	Net 30	138.47	0.00	15.00	138.47	138.47	185281	BL-18602	EFT File

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							138.47	138.47			
United States Treasury - VEND-1138 - Online Payments											
4/30/2026	Q1-2026	Federal Excise Tax	Net 30	1,432.17	0.00	15.00	1,432.17	1,432.17	Q1-2026	BL-18603	Online Payments
							1,432.17	1,432.17			
Vendigard Fire Equipment Inc - VEND-1510 - EFT File											
5/3/2026		Turbine Fire System Repairs	Net 30	6,120.00	0.00	15.00	6,120.00	6,120.00	10141	BL-18604	EFT File
							6,120.00	6,120.00			
VERMEER SALES & SERVICE - VEND-57608 - EFT File											
4/8/2026		1st Street Project Bore Rig Batteries	Open Terms	41.38	0.00	0.00	41.38	41.38	P1056701	BL-18605	EFT File
4/8/2026		Scott Felton Project Bore Rig Batteries	Open Terms	124.13	0.00	0.00	124.13	124.13	P1056801	BL-18606	EFT File
4/8/2026		Bore Rig Repair - 10x15 Unit	Open Terms	385.83	0.00	0.00	385.83	385.83	W0347301	BL-18607	EFT File
							551.34	551.34			
Warren County 911 - VEND-1132 - Check											
4/30/2026	Q1-2026	E911 Fees	Net 30	2,346.30	0.00	15.00	2,346.30	2,346.30	Q1-2026	BL-18608	Check
							2,346.30	2,346.30			
Warren County Engineer - VEND-1102 - Check											
5/16/2026		Warren Co Utility Permit	Net 30	50.00	0.00	15.00	50.00	50.00	04162026E	BL-18609	Check
							50.00	50.00			
Waste Management - VEND-1086 - Check											
5/3/2026	0426	2yd Dumpster Service - WA	Net 30	198.65	0.00	15.00	198.65	198.65	9596248-0516-1	BL-18610	Check
							198.65	198.65			
WESCO - VEND-60220 - EFT File											
4/11/2026		Ground Rod Clamps	Open Terms	102.72	0.00	0.00	102.72	102.72	980443	BL-18611	EFT File
4/15/2026		Hold Down Cleats	Open Terms	50.53	0.00	0.00	50.53	50.53	985278	BL-18612	EFT File
							153.25	153.25			

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Total Payment Count: 49				Totals:			\$997,904.57	\$997,904.57			
Total Check Count: 14				Check Totals:			\$35,963.14	\$35,963.14			
Total EFT File Count: 29				EFT File Totals:			\$869,978.25	\$869,978.25			
Total Online Payments Count: 6				Online Payments Totals:			\$91,963.18	\$91,963.18			
Total Bank Draft Count: 0				Bank Draft Totals:			\$0.00	\$0.00			
Total No Check Count: 0				No Check Totals:			\$0.00	\$0.00			

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From:

Date: April 27, 2026

Subject: Resolution Authorizing Purchase of a Dur-A-Lift Bucket Truck for the Electric Department

Recommendation: Staff received three bids from the following vendors for a bucket truck.
Truck Equipment \$219,229.00 Plus Tax In Stock
Altec \$270,662.00 Plus Tax Estimated Delivery 15 – 18 Months
Terex \$263,183.00 Plus Tax Estimated Delivery 6 – 8 Months
Recommendation to accept the quote from Truck Equipment and take delivery on or after July 1, 2026.

Attachments:

1. Resolution Approving Purchase of Dur-A-Lift Bucket Truck for the Electric Department
2. Bucket Truck Quote
3. Duralift Drawings
4. Chassis For Bucket Truck
5. Altec AT48M Quote
6. Terex TRX48 Quote

Indianola Municipal Utilities
Resolution 2026-

**RESOLUTION AUTHORIZING THE PURCHASE OF A DUR-A-LIFT BUCKET TRUCK FOR THE ELECTRIC
DEPARTMENT**

WHEREAS, the Electric Department desires to purchase a Dur-A-Lift Bucket Truck; and

WHEREAS, Staff is recommending purchasing a 2024 Dur-A-Lift bucket truck that will replace two bucket trucks. This was a demo unit with low hours and milage. Both the chassis and bucket truck come with full factory warranties. Delivery would be on or after July 1, 2026. The purchase would be under budget; and

WHEREAS, the Board of Trustees believes it to be in the best interest of Indianola Municipal Utilities to accept the quote from Truck Equipment Inc

NOW, THEREFORE BE IT RESOLVED, by the Indianola Board of Trustees that the purchase of a 2024 Dur-A-Lift bucket truck is approved and the Electric Director is authorized and directed to execute on behalf of Indianola Municipal Utilities the documents required to purchase the items.

Approved this 27th day of April 2026.

Dom Selgrade, IMU Chairperson

ATTEST:

Monica Thompson, BOT Secretary



P.O. Box 3265
Des Moines, IA 50316

Quote Date: 2/16/2026

Quote Valid Until: 4/24/2026

Phone: (515) 266-5189 Toll Free: (800) 373-2887 Fax: (515) 266-7878

Page 1 of 3

Customer: 40256

Indianola Municipal Utilities
210 West 2nd Ave

Indianola, IA 50125

Contact: Mike Metcalf

Phone: 961-9444

Email:

Salesperson: Scott Odendahl

Make: Ford	Model: F600 GAS 4x4	Year: 2024	Single/Dual: Dual
Cab Type:	Wheelbase: 169	Cab-to-Axle: 84	VIN:

FURNISH ONLY:**1 - DUR-A-LIFT MATERIAL HANDLING ARTICULATED TELESCOPIC AERIAL LIFT (MODEL DPM-47DU)**

SERIAL #: A14271

GENERAL DATA

Working height, minimum:	52'
Maximum side reach	31'6"
Approximate stowed travel height	10'5"
Extension boom travel	120"
Main Boom Travel	-35 degree to +80 degree
Articulated boom travel	-0 degree to +80 degree
Basket capacity*	400 lbs.*
Jib and winch capacity (maximum)	1000#
Installed weight (approximate)	4300 lbs.

STANDARD FEATURES

24" x 30" x 42" Fiberglass basket with step.
Rubber boom support.
Fiberglass extension boom.
15 gallon oil tank with sight gauge and gate valve in suction line.
Shearball Rotation Gear
Proportional, open center hydraulic controls
Two maintenance/operators manuals
Safety Harness and 6' decelerating lanyard.
Continuous rotation.
180 degree basket rotator.
10 micron filter in return line
Epoxy primer with GMC white finish color.
Hydraulically leveled basket with power stow at upper controls.
Upper control levers with selector valve for boom movement.
Basket rotator, winch, and jib controls with lockouts in upper control pod.
Lower control levers with upper control override.
Lower winch control.
Curbside basket mounting.
Hydraulic jib tilt.
1 years parts and labor warranty.
Non-relube, maintenance-free bushings, spherical cylinder rod ends.
Engine start/stop from basket.
46 KV category "C" insulation.

OPTIONS INCLUDED IN PRICE:

Brand FX fiberglass utility body
12 Volt Emergency backup system
Main boom fiberglass insert



P.O. Box 3265
Des Moines, IA 50316

Quote Date: 2/16/2026

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Page 2 of 3

Articulating boom fiberglass insert
Lower Control stow
Single handle HERC upper controls
Category C basket elevator
Hydraulic extend jib
Main boom lifting eye
Hydraulic tool circuit at basket
Engine start/stop switch at lower controls
Mid-mount A-frame outriggers between cab and body
A-frame rear outriggers
Double outrigger interlock
Outrigger retraction interlock
Electric shift PTO with direct mount pump
Hydraulic boom latch
Inclinometer on rear of body near outrigger controls
Timbren Load boosters on front & rear axles
36" Aluminum tailshelf with access steps and storage compartment
Two outrigger pad holders
Four 18"x18" outrigger pads
Class V Receiver hitch with 2" Pintle/ball combo insert
7 Way "RV-Style" trailer light receptacle
Aluminum headache rack
LED strobe systems to include:
4 Surface mount strobes- Two on front grill & Two on rear of tailshelf
2 Lo-profile beacons installed on headache rack
Aluminum grab handle and belt step at tailshelf
Mudflaps behind rear wheels
5# Fire extinguisher & Triangle reflector kit
2024 Ford F600 Chassis VIN: 1FDFF6LN2RDA31075

Add on items:

1 - ALUMINUM STORAGE BOX A (8" Tall x 20" Wide x 124" Long - 1/8 Aluminum Box to Include Full Length Lid, Gas Shocks, Hasp Latches with (3) Full Length Dividers) - Carpeted line - mounted on on the passenger side
1 - ALUMINUM STORAGE BOX B (8" Tall x 20" Wide x 90" Long - 1/8 Aluminum Box, to Include Full Length Lid, Gas Shocks and Hatch Latches) - Carpeted line - mounted under ladder rack on the driver side
1 - Prime Design ladder rack- URX-001-E mounted on the driver side
1 - Work Light mounted to the cab protector wired to an upfitter switch
2 - Compartment Trays, 1 in each horizontal compartment
2 - HL10PC-AW, replace both beacons on the cab guard
1 - Bucket liner and clips
1 - Bucket Cover
1 - Go Light (Hybrid) Mounted to a bracket on the cab guard
1 - Grounding Reel Mounted to the driver side of the tail shelf - AEROMOTIVE MODEL GROUNDING REEL ASSEMBLY - 40FT OF #1/0 GA CABLE INCLUDES 5 FT LEAD & CLAMP
Change rear entry steps to grip strut

Demo Depreciation deduction \$5,000.00**Current Miles -****TOTAL NET PRICE FOB DES MOINES: \$215,520.00****Pricing per DAS State of Iowa Contract MA005-24134****NOTE: PRICE DOES NOT INCLUDE TAX, TITLE, OR LICENSING FEES.****OPTIONS NOT INCLUDED IN THE PRICE :****1 - Ultimate Power 1500 watt inverter** mounted TBD**ADD: \$2,268.00**



Quote ID: Q20636

Rev: 0

Quote Date: 2/16/2026

Quote Valid Until: 4/24/2026

P.O. Box 3265
Des Moines, IA 50316

Phone: (515) 266-5189 Toll Free: (800) 373-2887 Fax: (515) 266-7878

Page 3 of 3

Compartment Lights - mounted in all 8 compartments wired to a switch

ADD: \$1,441.00

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	

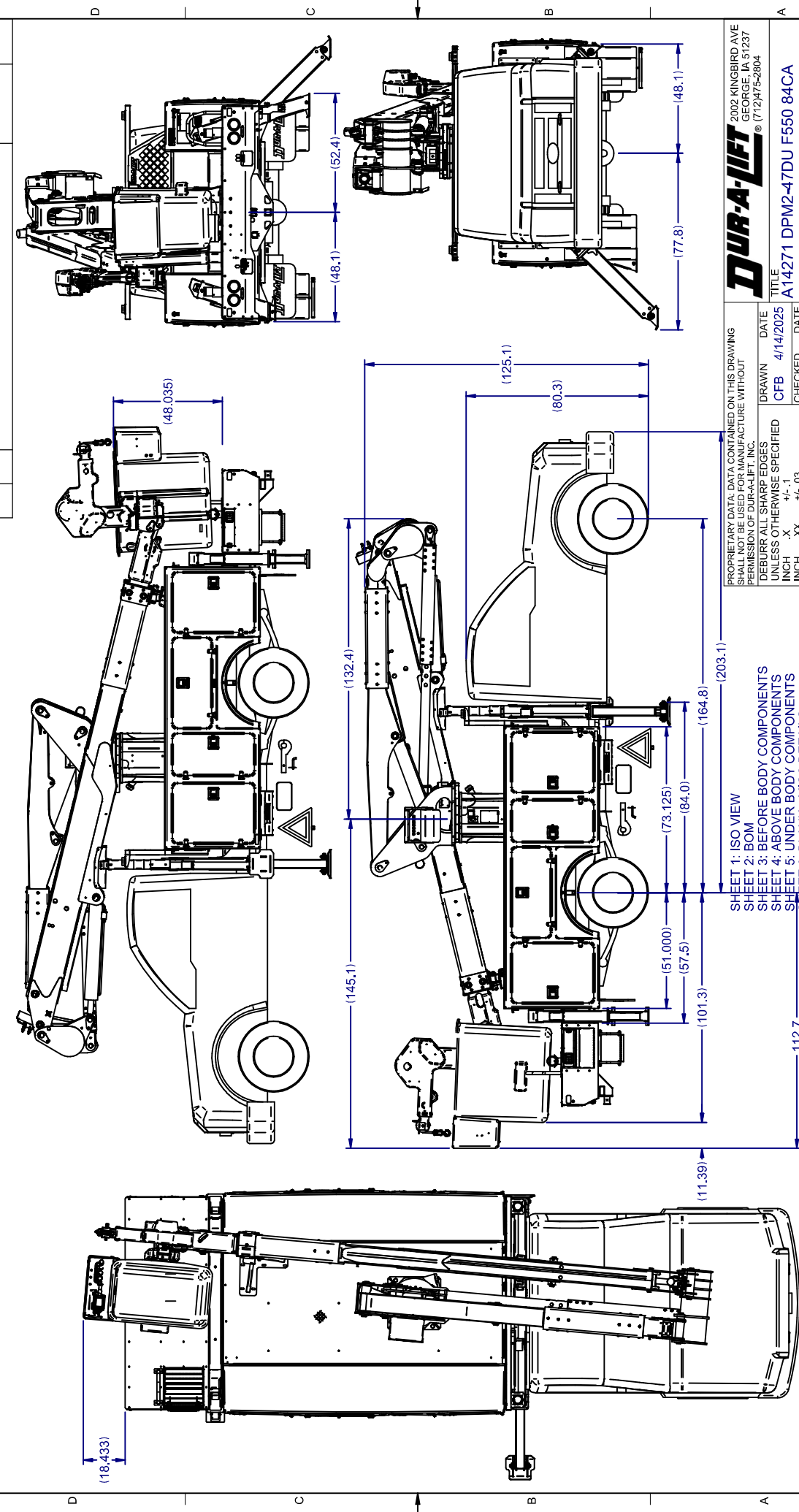
* Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

* Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.

* Sales Tax is not included unless otherwise noted.

***Due to the volatility of trade tariffs, the quoted price may change due to unforeseeable tariffs.**

REVISONS		DESCRIPTION	DATE	BY
ECN	REV			



PROPRIETARY DATA: DATA CONTAINED ON THIS DRAWING SHALL NOT BE USED FOR MANUFACTURE WITHOUT PERMISSION OF DURA-LIFT, INC.		DRAWN	DATE
DEBURR ALL SHARP EDGES UNLESS OTHERWISE SPECIFIED		CFB	4/14/2025
INCH .X	+/- .1	CHECKED	DATE
INCH .XX	+/- .03		
INCH .XXX	+/- .005		
ANGLE	+/- 1°		
DRILL HOLES	+ .005/- .001		
PROJECTION	FINISH SPEC		
	125		

SHEET 1: ISO VIEW	MAT'L QTY	WEIGHT	SURFACE AREA
SHEET 2: BOM	1.0EA	NA	NA
SHEET 3: BEFORE BODY COMPONENTS	MAT'L SPEC	NA	NA
SHEET 4: ABOVE BODY COMPONENTS			
SHEET 5: UNDER BODY COMPONENTS			
SHEET 6: BLANK-- MISC DETAILS			
SHEET 7: OVERALL VIEWS WITH SALES REF.			

2002 KINGBIRD AVE GEORGETOWN, IA 51237 © (712) 475-2804	TITLE	SIZE	DWG. NO.	REV.
A14271 DPM2-47DU F550 84CA	B	A14271	-	-

DO NOT SCALE DRAWING	PROJ. Dwg. MOUNTINGS	SCALE	2	1:1
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2024 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

As Configured Vehicle

Code	Description
Base Vehicle	
F6L	Base Vehicle Price (F6L)
Packages	
680A	Order Code 680A <i>Includes:</i> - Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road. - Limited Slip w/4.88 Axle Ratio - GVWR: 22,000 lbs Payload Package - Tires: 245/70Rx19.5G BSW A/P Spare may not be the same as road tire. - Wheels: 19.5" x 6.75" Argent Painted Steel - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.
Powertrain	
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas
44G	Transmission: TorqShift 10-Speed Automatic <i>10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.</i>
STDGV	GVWR: 22,000 lbs Payload Package
Wheels & Tires	
TD5	Tires: 245/70Rx19.5G BSW A/P <i>Spare may not be the same as road tire.</i>
64B	Wheels: 19.5" x 6.75" Argent Painted Steel

Seats & Seat Trim

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2024 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

As Configured Vehicle (cont'd)

Code	Description
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>

Other Options

PAINT	Monotone Paint Application
169WB	169" Wheelbase
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC 4 Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.</i>
18B	Platform Running Boards
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>
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Emissions

425	50-State Emissions System
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Exterior Color

Z1_01	Oxford White
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2024 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

As Configured Vehicle (cont'd)

Code	Description
Interior Color	
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

Customer Signature

Acceptance Date



2024 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

* Running boards	* Exterior: Oxford White
* LT245/70RS19.5 AS BSW front and rear tires	* Interior: Medium Dark Slate w/HD Vinyl
* Overdrive transmission	* 40/20/40 Split Bench Seat
* Lock-up transmission	* 19.5 x 6.75-inch front and dual rear argent steel wheels
* Alternator Amps: 190A	* Front tires LT load rating: G
* Driveline managed traction control	* PTO transmission provision
* HD lead acid battery	* Transmission electronic control
* Injection Type: sequential MPI	* Stainless steel single exhaust
* Auxiliary power take-off	* Battery rating: 750CCA
* Wireless audio streaming	* Battery run down protection
* AM/FM stereo radio	* Fuel tank capacity: 40.00 gal.
* Seek scan	* Steering wheel mounted audio controls
* Vehicle body length: 254.8"	* 8 inch primary display
* Cab to axle: 84.0"	* AM/FM
* Axle capacity rear: 15,500 lbs.	* SYNC 4 external memory control
* Axle capacity front: 7,500 lbs.	* Wheelbase: 169.0"
* Firm ride suspension	* Axle to end of frame: 47.2"
* Power door mirrors	* Tire/wheel capacity rear: 17,200 lbs.
* Manual folding door mirrors	* Spring rating front: 7,500 lbs.
* Daytime running lights	* Trip computer
	* Heated driver and passenger side door mirrors
	* DRL preference setting
	* Light tinted windows

As Configured Vehicle

STANDARD VEHICLE PRICE
Order Code 680A
Engine: 7.3L 2V DEVCT NA PFI V8 Gas
Transmission: TorqShift 10-Speed Automatic
GVWR: 22,000 lbs Payload Package
Tires: 245/70Rx19.5G BSW A/P
Wheels: 19.5" x 6.75" Argent Painted Steel
HD Vinyl 40/20/40 Split Bench Seat
Monotone Paint Application
169" Wheelbase
Radio: AM/FM Stereo w/MP3 Player
Fleet Customer Powertrain Limited Warranty
50-State Emissions System
Limited Slip w/4.88 Axle Ratio
SYNC 4 Communications & Entertainment System Included
Platform Running Boards
Rear View Camera & Prep Kit
Oxford White
Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench SeatN/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2024 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Major Equipment

* Variable intermittent front windshield wipers	* Manual climate control
* Driver front impact airbag	* Seat mounted side impact driver airbag
* Cancellable front passenger air bag	* Seat mounted side impact front passenger airbag
* 6 airbags	* AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
* SecuriLock immobilizer	* 40-20-40 split-bench front seat
* Driver seat with 4-way directional controls	* Front passenger seat with 4-way directional controls
* Height adjustable front seat head restraints	* Manual front seat head restraint control
* Split-bench front seat	* Front seat center armrest
* Front seat armrest storage	* Manual reclining driver seat
* Manual driver seat fore/aft control	* Manual reclining passenger seat
* Manual passenger seat fore/aft control	* Vinyl front seat upholstery
* Vinyl front seatback upholstery	* Manual driver seat lumbar
* 4-wheel disc brakes	* 4-wheel antilock (ABS) brakes
* Brake assist system	* Hill Start Assist

Fuel Economy

City
N/A



Hwy
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

April 14, 2026
Our 97th Year**Ship To:**INDIANOLA MUNICIPAL UTILITIES
5202 E 36 HWY
SAINT JOSEPH, MO 64507
US**Bill To:**INDIANOLA MUNICIPAL UTILITIES
210 WEST 2ND AVE
INDIANOLA, IA 50125
United StatesAttn: MIKE METCALF
Phone: 515-9619444
Email: mmetcalf@indianolaiowa.gov**Altec Quotation Number:** 2010071 - 1
Account Manager: Kolby O'Brien
Technical Sales Rep: Christy Crowder

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	Altec Model AT48M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features: A. Ground to Bottom of Platform Height: 47.5 feet at 6.7 feet from centerline of rotation (14.48 m at 2.04 m) B. Working Height: 52.5 feet (16.00 m) C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 31.2 feet (at 21.9 feet platform height) D. Upper boom extension: 110 inches E. Continuous rotation F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation. G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation. H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 33.1 inches of isolation in the upper boom (when retracted and 64.6 inches when extended) I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance. J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls. Control Console: Non-tested non-metallic control console plate.	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.		
K.	Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000.		
L.	Dielectric rating: Category C, 46 kV and below		
M.	Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
N.	Manuals: Two (2) Operator's and Maintenance/Parts Manuals. One(1) in printed format and one(1) in electronic format available at connect.altec.com containing instructional markings indicating hazards inherent in the operation of an aerial device.		
O.	Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Install Boom Mounted Components For Use With Manual Boom Securing System	1	
4.	Single 1-Man Platform, Fiberglass, 24" x 30" x 42", End Mount, 180 Degree Rotation -Stow as far SS as possible	1	
5.	Platform Mounted Single Handle Controls	1	
6.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1	
7.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
8.	Platform Elevator	1	
9.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
10.	Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating	1	
11.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
12.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
13.	Jib Stick, 36" L, non-extension, non certified, grey in color	1	
14.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
15.	Outriggers, Primary, Modified A-Frame, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 112" Spread, Fixed Shoe (AT48M/ME/P/PE/S/SE)	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
16.	Auxiliary Vertical H Frame Outriggers with fixed shoe. For installation on a 30 to 34 inch chassis frame height. A. Maximum Spread: 87 inches B. Outrigger Motion Alarms C. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed	1	
17.	Winch load line swivel hook	1	
18.	Altec Unit Powder Painted White	1	
<u>Unit & Hydraulic Acc.</u>			
19.	Scuff Pad 24 x 30 With Step For Use With Platform Liner (U&H Acc)	1	
20.	Subbase	1	
21.	Electric Outrigger Controls for two (2) sets of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit.	1	
22.	Hydraulic Reservoir, Rectangular, 15 Gallon, No Hydraulic Oil Heater Provisions, with Temp Sight Gauge	1	
23.	Hydraulic Oil, HVI-22 with Ultraviolet Dye (Standard)	25	
24.	Standard Pump For PTO	1	
25.	Electric Shifted PTO	1	
26.	Standard Altec PTO/Transmission Functionality for Non-Allison Automatic Transmissions: -PTO will engage when transmission is in park and the Parking Brake is engaged. -If transmission is in gear, and PTO switch is activated, PTO will not engage. Transmission will remain in gear. -Once the transmission is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1	
27.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1	
<u>Body</u>			
28.	Altec Osceola	1	
29.	Fiberglass Body	1	
30.	Altec Standard Fiberglass Body Specifications A. Molded Fiberglass Side Compartments B. Reinforced, Double-Laminated Doors C. Heavy Duty Stainless Steel Hinges Installed On Doors	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	D. Heavy Duty Strikers Installed On Body For Door Latches		
	E. Automotive-Type Bulb Gasket Door Seal		
	F. Corrosion Resistant Fasteners And Self-Locking Nuts Used Throughout		
	G. Extruded Aluminum Drip Rail		
	H. Fiberglass Bulkheads Installed Between Compartments		
	I. Drains Installed In Each Compartment		
	J. Body To Be Vented		
31.	Low-Side General Service (LGS)	1	
32.	Gelcoat Finish Entire Body Altec White	1	
33.	132 in estimated body length (Engineering to determine final length)	1	
34.	94" Body Width	1	
35.	39" Body Compartment Height	1	
36.	20" Body Compartment Depth	1	
37.	2" x 6" Drop-In Composite Retaining Board At Rear Of Body	1	
38.	Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings	8	
39.	Stainless Steel Rotary Paddle Latches With Keyed Locks	8	
40.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
41.	Standard Master Body Locking System	8	
42.	Gas Prop Rigid Door Holders On All Vertical Doors	1	
43.	Chains On All Horizontal Doors	1	
44.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel	1	
45.	Fiberglass Hotstick Shelf Extending Full Length Of Body On Streetside	1	
46.	Two Hotstick Brackets On Streetside	1	
47.	Standard Drop-Down Fiberglass Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
48.	3/16 Smooth Aluminum Floor	1	
49.	3" Aluminum Tube Body Frame	1	
50.	1st Vertical (SS) - Adjustable Fiberglass Shelf With Removable Dividers On 4" Centers	2	
51.	2nd Vertical (SS) - Adjustable Fiberglass Shelf With Removable Dividers On 4" Centers	2	
52.	1st Horizontal (SS) - Fixed Fiberglass Shelf With Removable Dividers On 4" Centers On Bottom of Compartment	1	
53.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Left Wall	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
54.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Rear Wall	4	
55.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Right Wall	1	
56.	1st Vertical (CS) - Adjustable Fiberglass Shelf With Removable Dividers On 4" Centers	2	
57.	1st Vertical (CS) - Inverter Storage Inside Of Body Compartment With Guard, Louvered Panel On Rear Wall To Ventilate Compartment, And Provisions For Remote GFCI Receptacle (Mounted On Bottom Shelf Unless Otherwise Specified)	1	
58.	2nd Vertical (CS) - Adjustable Fiberglass Shelf With Removable Dividers On 4" Centers	2	
59.	1st Horizontal (CS) - Fixed Fiberglass Shelf With Removable Dividers On 4" Centers On Bottom of Compartment	1	
60.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Left Wall	1	
61.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Rear Wall	4	
62.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Right Wall	1	
63.	Aluminum Rock Guards Installed Each Front Corner Of Body	1	
64.	Underbody Channels For Wiring And Plumbing.	1	
65.	Punched Metal Cover SS and Punched Metal Cover CS at Bulkhead with Wire Thru Cover Between Them. Also Two (2) Additional Wire Thru Covers.	1	
66.	36" L Tailshelf, Unpainted Aluminum, Width To Match Body	1	
67.	Aluminum Cross Storage Located Between Tailshelf Floor And Top Of Chassis Frame Rail, With Drop Down Doors And Keyed Latches On Streetside And Curbside, As Wide As Possible	1	
68.	Aluminum Recessed Gripstrut Side Access Steps On Curbside Of Tailshelf	1	
69.	Aluminum Sloped Grab Handle, Unpainted -Installed on CS rear sidepack for 3 pt access	1	
70.	Aluminum U-Shaped Grab Handle, Unpainted -Installed on tailshelf for use with side access step	1	
71.	Custom Ladder Storage, Unpainted Aluminum -126" Enclosed Aluminum Ladder Box, Trim Spec -Horizontally-mounted -Roller at rear -Retaining chain	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	-E-Track along cargo side -Installed on SS compartment tops		
72.	Top Opening Storage Box, Unpainted Aluminum -12x20x83 Top-Opening Box -Mounted on CS compartment top -E-Track along cargo side	1	
73.	Aluminum E-Track (B-Track) Installed On Curbside Interior Cargo Wall, Mounted As High As Possible, Unpainted	1	
74.	Aluminum E-Track (B-Track) Installed On Streetside Interior Cargo Wall, Mounted As High As Possible, Unpainted	1	
75.	Unpainted aluminum outrigger pad holder, 20 in l x 20 in w x 5 in h, fits 19.5 in x 19.5 in x 4 in and smaller pads, bolt-on, bottom washout holes, 3/4 in lip retainer	2	
76.	Additional Body Option -Wire Reel Holder, 19 IN L 9 IN W 9.5 IN H -Mounted at rear of CS compartment top -Payout to CS	1	
77.	Additional Body Option -PVC Canister Kit, One (1) Aluminum Cap Door, 4 DIA Pipe, 94 L, Includes Mounting U-Bolts -Installed outboard on SS compartment top on top of ladder box	1	
78.	Additional Body Option -PVC Canister Kit, One (1) Aluminum Cap Door, 4 DIA Pipe, 120 L, Includes Mounting U-Bolts -Installed inboard on SS compartment top on top of ladder box	1	
<u>Body and Chassis Accessories</u>			
79.	Set of Safety Chain Eye Bolts	1	
80.	Combination 2 Ball (10,000 LB MGTW) and Rigid Pintle Hitch (16,000 LB MGTW with 3,000 LB MVL), 4-Bolt, Buyers BH82000	1	
81.	Underride Protection Bumper, Installed at Rear	1	
82.	Driveaway Safety Kit	1	
83.	Platform Access Step From Body Floor	1	
84.	Rubber Belted Step Mounted Beneath Side Access Steps, Aluminum, 24" Wide (Installed to Extend Approx. 2 inches Outward) -Rubber belted step to be 28" wide	1	
85.	Boom Rest for a Telescopic Unit, Not Galvanized	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
86.	Manual Boom Stow Securing System Installed on Boom Rest	1	
87.	Articulating Arm Rest for a Telescopic Unit	1	
88.	Platform Rest, Rigid with Rubber Tube, 24 Inch	1	
89.	Plastic Outrigger Pad, 18 x 18 x 1, With Handle (Reforge/Altec Preferred)	4	
90.	Pendulum Retainers For Outrigger Pad Holders	2	
91.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Industry Preferred)	1	
92.	Mud Flaps with Altec Logo (Pair)	1	
93.	Tailshelf Installation (For Tailshelves that are Separate from the Main Body)	1	
94.	Cone Holder Fold Over Style -Located on SS of tailshelf	1	
95.	Inverter storage inside of body compartment with guard and provisions for remote GFCI receptacle -CS1V	1	
96.	Safety Harness and 4.5 Ft Lanyard (Fits Medium to Xlarge)	1	
97.	Slope Indicator Assembly (Pair) for Machine with Outrigger	1	
98.	Cargo Tie-Down Accessory Option 1 -O-Ring, for use with E-Track system	5	
99.	Cargo Tie-Down Accessory Option 2 -J-Hook, for use with E-Track system	5	
100.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1	
<u>Electrical Accessories</u>			
101.	Compartment Lights Wired to Dash Mounted Master Switch in Chassis Cab	1	
102.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1	
103.	Strobe Beacon Amber LED with Brush Guard (Standard) (Tecniq #K10-AAAD-1) (Permit May Be Required) (Industry/Stock Preferred) -Post-mounted, one (1) each side at front of body	2	
104.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear, Class II (Permit May Be Required)	1	
105.	Strobe Lights Wired Battery Hot	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
106.	Flood Light, LED, With Aluminum Housing, 4.25 W x 4.25 H, No Switch on the Light (Hella #H71030401) (Industry Preferred) -One (1) underslung on each side of tailshelf at rear	2	
107.	Perimeter/Underbody Lights LED Black (Pair) -One (1) installed at each corner of body	2	
108.	Cargo Light, LED, 4 DIA, Grommet Mounted (Tecniq #T41-WC0T-1) -Four (4) located in cargo area for cargo illumination -One (1) in cargo access steps	5	
109.	Remote Spot Light, LED, Permanent Mount, With Programmable Wireless Remote (Go-Light #30004ST) -One (1) post-mounted on each side at front of body, outboard of strobes	2	
110.	Flood/Spot Lights To Turn On With Reverse Lights And With Switch In Cab -Wired ignition hot to switch in cab	1	
111.	Dual Tone Backup Alarm With Outrigger Motion Alarm	1	
112.	Altec Standard Multi-Point Grounding System	4	
113.	Grounding Lug, Copper, U-Shaped, Threaded -CS rear	1	
114.	PTO Hour Meter, Digital, With 10 000 Hour Display	1	
115.	Trailer Receptacle, 6-Way (Pin Type) Installed At Rear	1	
116.	Trailer Receptacle, 7-Way (Blade Type) Installed At Rear	1	
117.	Altec Standard Trailer Plug Wiring	1	
118.	Upfitter Switches, Ford (Supplied with Chassis)	1	
119.	Inverter with Minimum 2000W, 120V @ 16A, Pure Sine Wave Output, Hardwired to Outlets and 12VDC Input. Features Include Surge Ratings at 6000W for 1ms, 4000W for 0.1s and 2/0 AWG 12V Wiring. -Install in bottom of CS1V	1	
120.	Inverter Wired Ignition Hot with Switch in Chassis Cab	1	
121.	Electrical Receptacle, 120 Volt, GFCI, Includes Weather-Resistant Enclosure -Mounted in CS1V, on top of inverter housing	1	
122.	Electrical Receptacles, 12 Volt (Cigarette Lighter Style), Non-Weatherproof, Triple Bank (3 Gang)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	-Mounted in CS1V on top of inverter housing		
123.	12 Volt Electrical Receptacle(s) Wired Ignition Hot	1	
124.	Power Distribution Module (PDM-6A) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system using the AXIS Service Interface.	1	
125.	One Emergency Stop Located at Ground Level Installed at the Rear of the Vehicle	1	
126.	Install Chassis (OEM) Supplied Backup Camera In Final Assembly	1	
127.	Install Outrigger Interlock System In Final Assembly	1	
128.	Install Remote Engine Start/Stop and Secondary Stowage Systems in Final Assembly	1	
129.	Heavy Duty Secondary Stowage Pump (Supplied By Final Assembly)	1	
130.	PTO Indicator Light, Installed In Cab	1	
<u>Finishing Details</u>			
131.	Front and Rear Frame Mounted and Under Body Mounted Components (With the Exception of Rust Resistant Components) Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1	
132.	Powder Coat Unit Altec White	1	
133.	Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057	1	
134.	Placard, Engine Block Heater	1	
135.	Safety and Instructional Decals English	1	
136.	Vehicle Height Placard Installed In Cab DEPS 002	1	
137.	HVI-22 Hydraulic Oil Placard	1	
138.	DOT Certification Required	1	
	-TBD		
139.	Dielectric Test Unit According to ANSI Requirements	1	
140.	Stability Test Unit According to ANSI Requirements	1	
141.	Focus Factory Build	1	
142.	Delivery Of Completed Unit	1	
143.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1	
144.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
<u>Chassis</u>			
145.	Altec Supplied Chassis	1	
146.	Chassis	1	
147.	2027 Model Year	1	
148.	Ford F600	1	
149.	Dual Rear Wheel	1	
150.	4x4	1	
151.	Chassis Cab	1	
152.	Regular Cab	1	
153.	Chassis Color - White	1	
154.	Automatic Emergency Braking	1	
155.	Forward Collision Warning	1	
156.	Lane Departure Warning System	1	
157.	AM/FM Radio	1	
158.	Bluetooth	1	
159.	Ford SYNC	1	
160.	Block Heater	1	
161.	Limited Slip Rear Axle	1	
162.	Running Boards (Supplied By Chassis OEM)	1	
163.	Trailer Brake Controller (Factory Installed)	1	
164.	Side Mirrors, Power Adjusting, Manual Folding, Manual Telescoping with Heated Glass	1	
165.	Cruise Control	1	
166.	Air Conditioning	1	
167.	Backup Camera, OEM Supplied	1	
168.	Keyless Entry	1	
169.	Power Door Locks	1	
170.	Power Windows	1	
171.	Tilt Steering Wheel	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
172.	84 Clear CA (Round To Next Whole Number)	1	
173.	Chassis Wheelbase Length - 169	1	
174.	GVWR 22,000 LBS	1	
175.	7,500 LBS Front GAWR	1	
176.	15,500 LBS Rear GAWR	1	
177.	Spring Suspension	1	
178.	Ford 6.7L Power Stroke Diesel	1	
179.	Diesel	1	
180.	Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)	1	
181.	Ford 40 Gallon Fuel Tank (Rear)	1	
182.	Ford 7.2 Gallon DEF Tank (Mid Mount)	1	
183.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
184.	No CARB Clean Idle Certification Required	1	
185.	EPA Clean Idle Certification	1	
186.	EPA Emissions	1	
187.	No Idle Engine Shut-Down Required	1	
188.	Hydraulic Brakes	1	
189.	Electronic Park Brake In Rear Wheels	1	
190.	Dual Alternator (350 amp Minimum)	1	
191.	63C - Aft Axle Frame Extension	1	
192.	872 - Rear View Camera and Prep Kit	1	
193.	98R - Operator Commanded Regeneration (OCR)	1	
194.	Vinyl Split Bench Seat	1	

Additional Pricing

195.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
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Miscellaneous

196.	Non-CARB Registered State	1	
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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
197.	Trim Package	1	

Unit / Body / Chassis Total	262,282.00
Additional Total	0.00
FET Total	0.00
Total	262,282.00

Optional	Ext Warranty, Travel, Labor, Material and Expense, 5 Year Total (4 Year Extended), Category 3	\$8,380.00
	Total if optional warranty is included	270,662.00

Altec Industries, Inc.

BY

Christy Crowder

*Pricing in this quote does not include potential cost impacts related to the EPA emission regulations scheduled to take effect in calendar year 2027 for all medium and heavy duty engines. **Chassis OEM's anticipate these regulatory changes may result in additional increases estimated between \$15,000 and \$25,000.**

Notes:

1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

2 Estimated Delivery: 15-18 months after receipt of order PROVIDING:
A. Customer supplied chassis (if applicable) is received a minimum of sixty (60) days before scheduled delivery.
B. Customer approval drawings are returned by requested date.
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
D. Customer expectations are accurately captured prior to major components being ordered (body,

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chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

3 This quotation is valid until MAY 29,2026. After this date, please contact Altec Industries, Inc. for a possible extension.

4 F.O.B. - Customer Site

5 Interest charge of 1/2% per month to be added for late payment.

6 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

9 Any payment made by a credit card may be subject to a surcharge fee.

10 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

11 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

- 12 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.
- All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.
- Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.
- 14 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.
- 15 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:
- Outrigger pads (When Applicable)
 - Fall Protection System
 - Fire extinguisher/DOT kit
 - Platform Liner (When Applicable)
 - Altec Sentry Training
 - Wheel Chocks
- The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.
- 16 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.
- 17 **RECOMMENDED OPTIONS AND ACCESSORIES:** These options are not included in the quote total price. Selected options will change the quote total. Any options added after initial order will be re-quoted.



Customer Order Acknowledgement

Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 04/17/2026

All Stock Trucks Are Subject To Prior Sale

Company: Indianola Municipal Utilities

Address: 210 West 2nd Ave

Phone: 515-961-9444

City, State: Indianola, IA 50125

Contact: Mike Metcalf

Email: mmetcalf@indianola.com

TEREX Quote #: QU37713

Stock Truck or Slot #: _____

Unit Model: TRX48

Baseline Price: \$ 263,183.00

FET Tax Estimate: If Applicable _____

Service Center Upfit: _____

Grand Total: \$ 263,183.00

This written description and attached specifications have been produced by Terex USA, LLC dba Terex Utilities and shall not be released, disclosed, nor duplicated without the written permission of Terex USA, LLC dba Terex Utilities.

Prices are subject to change until shipment. Applicable taxes and any applicable surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. **Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice.** Chassis payment is due within 30 days of chassis receipt at our facility. Quote withdrawn after 60 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. For roadside assistance call 1-800-448-7825.

Terex-purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. For roadside assistance call 1-800-FTL-HELP.

Notes: 1) Delivery Terms are CPT - 2020 .
- Delivery to customer included.

2) Payment Terms are INV 30 .

3) Delivery days from receipt of order shall be 180 - 240 Days .

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale. The information in this quote is considered confidential.

Buyer agrees that it shall not export or re-export Terex equipment or parts, technology, information or warranty related services directly or with its knowledge indirectly into: (a) Russia, Belarus or the following regions of Ukraine: Crimea, Sevastopol, Donetsk People's Republic (DNR), Luhansk People's Republic (LNR), Kherson and Zaporizhzhia; or (b) Iran, Cuba, Syria or North Korea without first obtaining written approval from Seller.

Terex USA, LLC dba Terex Utilities

Terex Utilities Inc.

Accepted By: _____

PO Number: _____

Account Manager:

Grand Total: _____

Ryan Kloos

Date: _____



TEREX USA, LLC dba TEREX UTILITIES ("Seller")
TERMS AND CONDITIONS OF SALE
U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or

delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon

any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, Seller and its affiliates shall not be liable for, and specifically disclaim, any liability for any: (a) LOST PROFITS and/or business interruption (WHETHER DIRECT OR INDIRECT); and (b) indirect, incidental, consequential (whether direct or indirect) or other damages or losses of any kind whatsoever, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives,



successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at <https://www.terex.com/en/products/telematics-tou>.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____



LIMITED PRODUCT WARRANTY

TEREX USA, LLC dba TEREX UTILITIES ("Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of **12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory**; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.



LIMITED PRODUCT WARRANTY

2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 29-JAN-2026

Quote Number: QU37713-TU- V1

Unit: TRX48

Terex Stock

3140 15th Ave SE
Watertown , South Dakota 57201

Qty. Description
UNIT

1 TRX48 Telescopic Articulated Aerial

One (1) new Terex Hi-Ranger TRX48 Articulating / Telescoping Aerial Device providing a working height of 52.6 ft (16.0 m).

Unit will be mounted behind the cab.

Design Criteria:

* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 KV phase to phase per ANSI/SIA A92.2-2021

Turntable and Lower Boom Assembly:

Lower Boom:

* Filament wound high strength fiberglass insert providing an insulation gap.

* The lower boom articulation is from 0 to 84 degrees.

Lower Controls:

* Individual control levers are located in an accessible location on the turntable.

Rotation:

* Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.

Hydraulic System:

* Full pressure open center hydraulic system.

* Hydraulic hoses are equipped with permanent type fittings.

Miscellaneous:

* All metallic components of the complete aerial device are powder coat white.

* The fiberglass upper boom, boom inserts, platforms and covers are white.

* One complete paper manual and access to an electronic copy of the manual providing operational and maintenance procedures, and a replacement parts listing.

* Warning decals provided with unit.

Pedestal with 20 gallon integral tank.

* The pedestal is designed with access holes for maintenance of hydraulic plumbing.

* An internal 20-gallon hydraulic oil reservoir provided with a 60-mesh filler screen baffles gauge. 100 mesh suction screen with bypass clean out access hole and dip stick.

Sight Gauge With Thermometer:

* Mounted within an aluminum body to protect sight tube.

* Thermometer has a range of 0-300 degrees Fahrenheit.

Boom Tip with 4 Function Controls, Platform Rotator and 1000 lb. removable top mounted ranger jib that does not rotate with platform

* Jib is the 3/4 inch pin application.

Upper Controls: Control-Plus single stick controller.

* Enable lever must be actuated before operation.

The end mount platform rotator offering 180 degrees of hydraulic rotation.

Hydraulic Platform Tilt is provided at platform and lower controls.

Engine Stop/Start controlled at platform and lower controls.

Two-Speed Manual Throttle controlled at platform and lower controls.

Upper Boom:

* Filament wound high strength fiberglass boom providing an insulation gap.

* The upper boom travel is from -25 to 80 degrees.

Jib/Winch

* Levels with platform.

* Maximum jib capacity of 1000 lb.

* Includes up to 65' of 3/8 winch rope and hook.

* King post attached to jib. Low profile socket when jib removed to minimize interference and overall height.



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 29-JAN-2026

Quote Number: QU37713-TU- V1

Unit: TRX48

Dual Hydraulic Tool Outlets At Platform With Flow Control:

- * Installed at the platform to accommodate two open center hydraulic tools.
- * Provides 5 GPM at 2250 psi at engine idle.

Platform capacity rated up to 500-lbs and jib capacity chart.

Platform, End Mount, 24 x 30 x 42:

- * Includes one outside access step with slip-resistant surface.

A safety harness with lanyard is provided for fall arrest.

A platform rest provides platform support during road travel.

Insulated Platform Liner For 24 x 30 x 42 Platform:

- * Tested at 50 KV AC.

Vinyl Platform And Control Cover For 24 x 30 Platform:

- * Waterproof, internal elastic cord around edge and external elastic cord around control cover.

Continuous And Unrestricted Rotation:

- * A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.
- * A 6 channel electric collector ring is provided as standard.

Auxiliary Power:

- * Allows the operation of any function for a time period limited by battery life.
 - * Includes 12 volt electric motor for use on a 12 volt chassis.
- Note: This includes a switch for activation at pedestal for electric or air function.

Ub Rest, Ratchet Style

A boom rest with a ratchet style tie down strap is provided.

Subframe.

Tie down kit.

Heavy Duty Low Profile A-Frame Outriggers (438506).

Modified A-Frame Outriggers with swivel type stabilizer pads. (Q1348)

Controls For 2-Sets OF Outriggers (Open center systems):

- * Recessed at rear of truck each side for ease of view for outrigger placement.
- * Includes switches and alarm for outrigger in motion alarm.

Outrigger Interlock:

- * To operate the boom the outriggers must be extended

Pump for systems requiring 8 gallons per minute:

- * Fixed displacement gear pump

1

Terex Advanced Chassis Controller

Terex Advanced Chassis Controller:

- * Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.
- * Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.
- * Programmable settings allow installer to customize/select options need for their application.
- * Screw terminal-type connections and enclosure to cover connections.



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 29-JAN-2026

Quote Number: QU37713-TU- V1

Unit: TRX48

* Recommended on Class 6 and above chassis with multiple outputs
* The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.

1 Usa

American flag displayed on unit.

1 Limited Product Warranty - Standard

Factory Warranty

1 Q15753 - 24x38x42 Platform (PN-473713) ILO Standard

1 Q15753 - Liner for 24x38 Platform - PN-H25820

1 Q15753 - 24-inch Platform Lifter

1 Q15753 - Platform and Control Cover for 24x38 Platform - PN-478925

1 Q15753 - Automatic Upper Boom Latch - Terex PN-627162

1 Q15753 - Platform Rest for 24x38 Platform w/ Lifter - PN-603300

1 Current Model Year Ford F-600 4x4 Chassis (SPEC#35)

1 132-inch Aluminum Line Body and Accessories per attached spec

1 Install TI Behind Cab

Install Aerial Device Behind Cab And Install All Associated Components:

* Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.



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Unit: TRX48

1 Hose & Fitting Kit Group 1

Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.

1 Misc Shop Supplies Group 3

Miscellaneous shop supplies.

1 Platform Rest Bottom Base Group 3

Platform rest, bottom base

1 Chassis Spring Add Left Rear(Req. Art)

Chassis Spring Additions:
* Build up left rear chassis springs to level vehicle.

1 Pto (Muncie) For Automatic Transmission

Power take off with indicator light for automatic transmission.

1 Dot Inspection

DOT Inspection.

1 Set Chassis Parameters (Req'D)

Set chassis parameters.

1 Ecco Back-Up Alarm

Back-up alarm to sound when the vehicle is shifted into reverse.

4 Wood 24 X 24 Painted Black (Standard)

Laminated wood outrigger pad 24 x 24 x 2-1/4 with rope handle.

4 Rubber Wheel Chock Eye Bolt (Standard)

Rubber wheel chocks with eye bolt.

1 Grab Handle Set Three Point Contact

Grab Handle set for three point contact.



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2 Mud Flap - Terex Logo (Standard)

Mud flap with logo.

Note: Trim As-Required.

1 Grounding Loop Kit (One Each)

Grounding Loop Kit:

* Consists of (2) grounding copper rings located one at front and one at rear.

1 Bed Mount TI37-50 (65388508-65388620)

Boom rest.

1 Peterson 7-Lamp Led Kit Fmvss Dot

Peterson LED 7-lamp DOT Lighting Package:

* Complies with FMVSS 108.

* Includes required lights, junction box and wiring harness.

* Note: Includes lighted License Plate Area

* Note: Includes Clearance Lights if Applicable to application.

2 Kit 4 Amber Led Strobe Light/Guard(Std)

Amber strobe light (LED) with 4 inch tall and 6 inch diameter lens and branch guard.

1 Stop/Start Rear Of Truck

Remote engine stop/start control from rear of vehicle.

1 Two Speed Rear Of Truck

Remote two speed control from rear of vehicle.

1 Pintle Hook 2 Ball Combination Bh82000

BH82000 Combination Pintle Hook And 2 Ball:

* Safety chain eyes.

Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes.

1 Icc Rear Bumper

ICC rear bumper.



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Unit: TRX48

1 7-Prong Trailer Socket(Combined)Med Dty

7-prong trailer socket.

NOTE: Stop & turn signal lights on combined circuit.

35 Hydraulic Oil - General Purpose

Fill with Hydraulic oil for general purpose use.

* Refer to the product maintenance manual for specific type to be used.

1 Safety Kit 5# Fire Extinguisher-Abc(Std)

Safety Kit consists of the following:

* 5-lb ABC fire extinguisher with bracket.

* James King triangle reflector kit.

1 Chassis Supplied Camera

Chassis supplied back up camera.

1 Paint Body Floor With Non-Skid Paint

Paint body floor with non-skid paint.

1 Paint Compartment Top Non-Skid Paint

Paint compartment top with non-skid paint.

Terex USA, LLC dba Terex Utilities

1. Federal Excise Tax will be added if certificate is not supplied with order.

2. The following items must be considered by the purchaser if not already included: Strobe Light; Wheel Chocks; Outrigger Pads; Outrigger Out of Stow Light; Truck Grounding Kit; Barricade Kit; Boom Stow Interlock; Auxiliary Let Down; Platform Liner; Platform Cover; Two-Speed; Start/Stop Controls; Oil Cooler; PAL; Anti-Two Block (Digger Derricks); Load Display (Digger Derricks) and Load Alert (Aerials).

3. Terex USA, LLC dba Terex Utilities strongly recommends all installation accessories be located up front in front in the quote or secondarily on the approved engineering drawing. Any accessories located or relocated during manufacturing may be subject to additional charges.

4. Terex USA, LLC dba Terex Utilities - Offers In-service Training.

5. Terex USA, LLC dba Terex Utilities - Assembly in Watertown.South Dakota is ISO 9001:2000 Certified.

Aluminum	Service	Body
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Terex

132 Inches Long x 40 Inches High x ,94 Inches Wide

Chassis Cab to Axle (CA) of 84 Inches

- Bodies with one set of jack legs to have lifting eye and body shipping stands
- 16 gauge front bulkhead – Ship loose (unless specified)
- Wheel chock holders are to be installed ½" forward and ½" rearward of cutout
- All bulkheads to have pin access cutout/ cover when A-frame jack is ahead or behind bulkhead, x-frame jacks will not get pin access cutout/ cover

Body Dimensions:

132	Inches - Body Length
40	Inches - Body Height
94	Inches - Body Width
84	Inches - Chassis C/A
40	Inches - Compartment Height
18	Inches - Compartment Depth
58	Inches - Load Space Width
23	Inches - Top of Body to Top of Floor Dimension
18	Inches - Horizontal Compartment Height
None	Inches - Wheel Box Height

Body Materials:

.090 Aluminum	- Main Body Material	
.125 Aluminum Treadplate	- Compartment Tops Material	with style drip edge
.125 Aluminum	- Wheel Panels Material	
.090 Aluminum	- Front Bulkhead Material	Installed with removable pin access cover
18 ga Galvanized	- Shelving Material	Ship Bulkhead Loose
Adjustable on Dual Unistrut	- Shelving Mounting Style	Installed in ALL compartments

Door Materials:

Standard, Double Panel	- Door Type	
.063 Aluminum	- Inner Door Material	
.063 Aluminum	- Outer Door Material	
Aluminum Rod & Socket	- Door Hinge Style	
5/16" AL	- Door Rod Material	
Chain	- Vertical Door Holder Option	
Chain	- Horizontal Door Holder Option	
Single Point Rotary (Stainless Steel)	- Latch Type	
	Keyed Alike	- Lock Type
	- Wrap Around Striker with Rounded Corners	

Floor and Understructure:

3/16" AL Treadbrite	- Bed Area Floor Material
TRX55	- Unit Cutout in Floor
Standard	- Body Frame Style
Structural	- Body Frame Material
3 Inch	- Body Frame Height
- Six (6) Ship Loose Treadplate Floor Fillers in Cargo Area	
- One (1) 1/2"x33"x12" plate installed S/S cargo area	
- One (1) 1/4"x31"x12.5" plate installed in front of frame	

Accessories:

- Rubber Rolled Crown (PN# 30136) (Installed with Wheel Cut-Outs)
- Automotive Bulb Weatherstripping (PN# 30132) (Installed)
- One (1) Ford Fuel Filler Cutout in Rear Streetside Only of Fender Panel
- Master Door Lock, Hook and Loop System on Streetside with Three (3) Spring Loaded Door Handles
- 3/16" formed aluminum mud flap brackets installed at rear on each side with 1/4" bolt on flat

Interior Lighting:

- L.E.D. Rope Lights (PN# 30811) in All body Compartments (Installed)

Body Vender Welded and Wet Painted Black Subframe Assembly

- For use with TRX55 installed on 4 X 2 Chassis
- TRX55 Subframe Information Yet To Be Provided - Pricing is Subject to Change
- Body will be installed on Subframe prior to Shipment with the following:
 - Qty. 4 HBOLT 5/8"-11 x 2.5" GR5 ZP (#15313)
 - Qty. 4 USS Flat Washer 5/8" x 1.75" ZP (#33016)
 - Qty. 4 NUT, Nylon Lock, 5/8"-11" ZP (#37188)
- Terex Supplied Parts:
 - Qty. 1 Subframe Weldment (#639140) Weld On / Installed
 - Qty. 1 Socket / Wrapper (#495429) Weld On / Installed
 - Qty. 1 Front Plate (#429240) Weld On / Installed
 - Qty. 2 Shear / Tie Down Plates (#495430) Weld On / Installed
 - Qty. 1 A-Frame Front Jack (#438506) Weld On / Installed
 - Qty. 1 Under Slung Rear Jack (#625728) Weld On / Installed
 - Qty. 2 Vertical Bolt Subframe Tie Down Brackets (#496673) Weld On / Installed
- Body Vender Supplied Parts:
 - Qty. 2 Front Body Mount Angles (#36151IH) Weld On / Installed
 - Qty. 2 Rear Body Tie Down Brackets (#36152IH) Weld On / Installed
 - Qty. 1 Grounding Bracket CS Rear Vertical (Weld On / Installed)

Paint:

- Powdercoat Complete; Interior and Exterior, Taffeta White DWS9-20001; PC0020
 - Paint the Complete Bed Area Same as Body
- Subframe & Outriggers Wet Painted Black

Streetside Compartmentation:**1st Vertical Compartment:**

30" Wide x 40" High x 18" Deep Compartment

- Outrigger Cutout with Cover In this Compartment
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set

2nd Vertical Compartment:

24" Wide x 40" High x 18" Deep Compartment

- Two (2) Adjustable Shelves
 - Divider Slots on 2" Centers, with Four (4) Adjustable Dividers

Horizontal Compartment:

54" Wide x 18" High x 18" Deep Compartment

- Vacant / Open Compartment

Rear Vertical Compartment:

24" Wide x 40" High x 18" Deep Compartment

- Two (2) Adjustable Shelves
 - Divider Slots on 2" Centers, with Four (4) Adjustable Dividers

Streetside Hotstick Shelf:

132 Inch Long Shelf Installed on the Streetside with a Rear Dropdown Access Door

- Stainless Steel Automotive Rotary Type Door Latch
 - Stud Mounted Latches to Have Hidden Fasteners Inside the Door
 - Striker Installed in Door Frame for Maximum Opening
 - Stud Mounted Automotive Style Latches Have Interior Plastic Latch Covers
- Automotive Bulb Type Weatherstripping Mechanically Fastened to Door Frame with Rounded Corners

Curbside Compartmentation:**1st Vertical Compartment:**

30" Wide x 40" High x 18" Deep Compartment

- Outrigger Cutout with Cover In this Compartment
- Two (2) Adjustable Shelves
 - Divider Slots on 2" Centers, with Four (4) Adjustable Dividers

Curbside Access Steps 24" Wide

Fixed Gripstrut Access Steps to Bed Area with

- 1/8" AL Risers and Side Kickplates.
- Two (2) Chrome Bolt-on grabhandle installed at side access
- 1/4" Lasered flat added to bottom of step for mounting of step
- Removable composite retainer 6" high X full width of bed area access
- Include pins and lanyards

Horizontal Compartment:

54" Wide x 18" High x 18" Deep Compartment

- One (1) Bolt-in Divider Tray with Divider Slots on 2" Centers Installed on Compartment Bottom
- Tray will have Eight (8) Adjustable Dividers

Rear Vertical Compartment:

24" Wide x 40" High x 18" Deep Compartment

- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set
- Grounding bracket installed on interior left wall. See print for placement

Tailboard:

- Removable Composite tailboard retainer 6" High x full Width of bed area installed at rear of load space
- Include pins and lanyards

Tailshelf:

- 3/16" AL Treadbrite tail shelf 36 inches long X 94 inches wide x 9 inches high.
- Outrigger cutouts in tailshelf floor
- Valve mounting plates installed below CS and SS of tailshelf PN(#100012 & 100013)
- One (1) decal plate installed on rear C/S tailshelf. See print

Exterior Lighting:

- 9" High 7 Lamp Terex Formed AL Lightbar installed at rear of Tailshelf; (No Lights)

Wheel Chock Holders:

- One (1) built into body fender panel on Streetside and Two (2) Curbside.
- Include pendulum retainers

Grabhandles: Bolt-on/Installed

- Two (2) Aluminum Mini Pool type Grabhandles 100134 installed at rear of tailshelf - Curbside

Access Step: Bolt-on/Pre-Fit/Ship Loose

- One (1) Rubber Belted type access step under the side access steps
- One (1) Cable type access step 65338327 for install below tailshelf - C/S
- Four (4) backer plates included. See print

Outrigger Pad Holders: Bolt-on/Pre-Fit/Ship Loose

- Two (2) AL Double Stacked underbody mounted outrigger pad holders 95283
- 20" x 21" x 4 3/4"
- Painted same as body

Light Brackets: Installed on top of side packs with 1" hole in compartment tops

- Two (2) Strobe Light mounting posts installed on top of compartments at front of body
- 2" x 2" x 1/4" AL tube 15-1/2" High with a 3/16" lasered plate on top
- 3/16" AL "L"-Shaped Gusset on Bottom of Each Post
- One each side

Tank Stand PN(65376852): Bolt-on/Installed

- 24-3/8" ID Long x 2" High x 10-3/8" ID Wide Formed tank stand installed on 10" channels
- One (1) .375" Aluminum Mounting Plate 101730 Under Floor For Tank Stand Mounting
- One (1) .1875" Aluminum support cover plate 65398403
- Painted same as body

Prepared for: Nathan Weber

Terex Utilities
Prepared by: Steven Veriato
01/19/2026



Rush Truck Center, Orlando | 2350 Diversified Way Orlando Florida | 328044707

2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 630 | Quote ID: SPEC35

As Configured Vehicle

Code	Description
Base Vehicle	
F6L	Base Vehicle Price (F6L)
Packages	
680A	Order Code 680A Includes: - Transmission: TorqShift 10-Speed Automatic Includes SelectShift, selectable drive modes: normal, tow/haul, eco, slippery roads and off-road and transmission power take-off provision. - GVWR: 22,000 lbs Payload Package - Wheels: 19.5" x 6.75" Argent Painted Steel - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - Ford Connectivity Package (1-Year Included) Includes unlimited Wi-Fi hotspot. Included for 1-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan. - SYNC 4 Includes 8" center display, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.
Powertrain	
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 Includes Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank and manual push-button engine-exhaust braking. Includes: - Dual 68 AH/65 AGM Battery - Limited Slip w/4.30 Axle Ratio - 250 Amp Alternator
44G	Transmission: TorqShift 10-Speed Automatic Includes SelectShift, selectable drive modes: normal, tow/haul, eco, slippery roads and off-road and transmission power take-off provision.
STDGV	GVWR: 22,000 lbs Payload Package
Wheels & Tires	
TGT	Tires: 245/70Rx19.5 BSW Traction (6) Spare may not be the same as road tire.

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2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 630 | Quote ID: SPEC35

As Configured Vehicle (cont'd)

Code	Description
64B	Wheels: 19.5" x 6.75" Argent Painted Steel
Seats & Seat Trim	
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>
Other Options	
PAINT	Monotone Paint Application
169WB	169" Wheelbase
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - Ford Connectivity Package (1-Year Included) <i>Includes unlimited Wi-Fi hotspot. Included for 1-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.</i> - SYNC 4 <i>Includes 8" center display, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>
96V	XL Chrome Package <i>Includes:</i> - Chrome Front Bumper - Bright Grille - Remote Start - Halogen Fog Lamps
63C	Aft-Axle Frame Extension <i>32.4" aft-of-axle frame extension increases AF dimension to 79.6"</i>
41H	Engine Block Heater
86M	Dual 68 AH/65 AGM Battery
67E	250 Amp Alternator
18B	Platform Running Boards
872	Rear View Camera & Prep Kit

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2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 630 | Quote ID: SPEC35

As Configured Vehicle (cont'd)

Code	Description
	<i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>
52B	Trailer Brake Controller
Fleet Options	
FLADCR	Fleet Advertising Credit
WARANT	Fleet Customer Powertrain Limited Warranty
	Requires valid FIN code.
	<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>
Emissions	
425	50-State Emissions System
Exterior Color	
Z1_01	Oxford White
Interior Color	
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

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2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 630 | Quote ID: SPEC35

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- * **Fifth-wheel towing capacity: 34,000 lbs.**
- Front brake diameter: 15.4"
- * **Vehicle body length: 287.2"**
- Vehicle body height: 81.9"
- Vehicle turning radius: 24.2"
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 123.7"
- Max interior rear cargo volume: 11.6 cu.ft.
- Headroom first-row: 40.8"
- Shoulder room first-row: 66.7"
- * **GCWR: 43,500 lbs.**
- * **Gooseneck towing capacity: 34,200 lbs.**
- Rear brake diameter: 15.8"
- Vehicle body width: 80.0"
- Wheelbase: 169.0"
- Front track: 74.8"
- Cab to axle: 84.0"
- * **Axle to end of frame: 79.6"**
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Interior rear cargo volume: 11.6 cu.ft.
- Total passenger volume: 64.6 cu.ft.
- Leg room first-row: 43.9"
- Hip room first-row: 62.5"

Powertrain

- * **Compression ignition system**
- Engine cylinders: V-8
- * **Torque: 950 lb.-ft.@1800 RPM**
- Radiator
- Auxiliary power take-off
- Part-time 4WD
- * **Recommended fuel: diesel**
- Electronic transfer case shift
- Auto locking hub control
- * **Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP**
- * **Horsepower: 330 HP@2200 RPM**
- * **Engine block heater**
- * **Engine retarder system**
- 10-speed automatic
- Four-wheel drive
- Driveline managed traction control
- Mechanical limited slip differential

Fuel Economy and Emissions

- * **Diesel secondary fuel type**
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Front and rear ventilated disc brakes
- Four channel ABS brakes

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2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 630 | Quote ID: SPEC35

Selected Equip & Specs (cont'd)

- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Rear anti-roll bar
- Hydraulic power-assist steering system
- 2-wheel steering system
- Hill Start Assist
- Front anti-roll bar
- DANA M300 rigid axle rear suspension
- Leaf spring rear suspension
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- 2 doors
- Black fender flares
- Black door handles
- * **Chrome front bumper**
- * **Body-coloured front bumper rub strip**
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- * **LT245/70RS19.5 AT BSW front and rear tires**
- * **Running boards**
- Monotone paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- * **Black grille with chrome accents**
- Manual extendable trailer mirrors
- Black door mirrors
- 19.5 x 6.75-inch front and dual rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Fixed rear windshield
- Locking glove box
- Instrument panel covered bin
- Retained accessory power
- Upfitter switches
- PRND in IP
- Keyfob activated door locks
- Auto-locking doors
- * **Keyfob remote vehicle start**
- Power first-row windows
- Front beverage holders
- 6 beverage holders
- Dashboard storage
- Trip computer
- Over the air updates

Comfort

- Manual climate control
- Cloth headliner material
- Full vinyl floor covering
- Urethane steering wheel
- Manual telescopic steering wheel
- Cabin air filter
- Full headliner coverage
- Full floor coverage
- Manual tilting steering wheel

Seats and Trim

- Seating capacity: 3
- 40-20-40 split-bench front seat



2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 630 | Quote ID: SPEC35

Selected Equip & Specs (cont'd)

- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Vinyl front seat upholstery
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Manual driver seat lumbar

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 4
- SYNC 4 voice activated audio controls
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- * **Diesel exhaust fluid (def) gauge**
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- Cab clearance lights
- * **Front fog lights**
- Configurable instrumentation gauges
- Digital clock
- Exterior temperature display
- Tachometer
- * **Turbo/supercharger boost gauge**
- Engine hour meter
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Fade interior courtesy lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- 5G Modem - Ford Connectivity Package mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- Ford App mobile app access
- 2 USB ports



2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 630 | Quote ID: SPEC35

Selected Equip & Specs (cont'd)

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- Lane Departure Warning
- * Rear mounted camera
- Seat mounted side impact driver airbag
- Cancellable front passenger air bag
- 6 airbags
- SecuriLock immobilizer
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Dimensions

General Weights

* Curb weight	7,896 lbs.	* Rear curb weight	3,200 lbs.
GVWR	22,000 lbs.	* Payload	14,020 lbs.

Trailer Weights

* Fifth-wheel towing capacity	34,000 lbs.	* Gooseneck towing capacity	34,200 lbs.
Conventional capacity	18,500 lbs.	* GCWR	43,500 lbs.

Front Weights

* Front curb weight	4,696 lbs.	GAWR front	7,500 lbs.
Axle capacity front	7,500 lbs.	Spring rating front	7,500 lbs.
Tire/wheel capacity front	9,080 lbs.		

Rear Weights

GAWR rear	15,500 lbs.	Axle capacity rear	15,500 lbs.
Spring rating rear	15,500 lbs.	Tire/wheel capacity rear	17,200 lbs.

Off Road

Min ground clearance	9.1"
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Exterior Measurements

* Vehicle body length	287.2"	Vehicle body width	80.0"
Vehicle body height	81.9"	Wheelbase	169.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	30.5"	Rear frame height unloaded	35.0"
Front track	74.8"	Rear track	74.0"
Vehicle turning radius	24.2'	Cab to axle	84.0"
Rear tire outside width	93.9"	* Axle to end of frame	79.6"

Prepared for: Nathan Weber

Terex Utilities
Prepared by: Steven Veriato
01/19/2026



Rush Truck Center, Orlando | 2350 Diversified Way Orlando Florida | 328044707

2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

Price Level: 630 | Quote ID: SPEC35

Selected Equip & Specs (cont'd)

Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	123.7"		

Interior Measurements

Interior rear cargo volume	11.6 cu.ft.	Max interior rear cargo volume	11.6 cu.ft.
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Interior Volume

Total passenger volume	64.6 cu.ft.
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Headroom

Headroom first-row	40.8"
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Legroom

Leg room first-row	43.9"
--------------------	-------

Shoulder Room

Shoulder room first-row	66.7"
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Hip Room

Hip room first-row	62.5"
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Powertrain

Engine

* Engine	Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP	* Valves per cylinder	4
Engine cylinders	V-8	Engine location	Front mounted engine
* Ignition	Compression ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

* Displacement	6.7L	* cc	405.9 cu.in.
* Bore	3.9"	* Stroke	4.25"
* Compression ratio	15.2	SAEJ1349	AUG2004 compliant

Engine Power

* Horsepower	330 HP@2200 RPM	* Torque	950 lb.-ft.@1800 RPM
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Alternator

* Alternator amps	250A	* Alternator type	Heavy-duty alternator
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Battery

Battery amps	68Ah	* Battery type	Dual lead acid battery
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Selected Equip & Specs (cont'd)

Battery rating	750CCA	Battery run down protection	Battery run down protection
<i>Engine Extras</i>			
* Block heater	Engine block heater	Radiator	Radiator
Auxiliary power take-off	Auxiliary power take-off	* Engine retarder	Engine retarder system
<i>Transmission</i>			
Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.615	Second gear ratio	2.919
Third gear ratio	2.132	Fourth gear ratio	1.773
Fifth gear ratio	1.519	Sixth gear ratio	1.277
Reverse gear ratio	4.695	Seventh gear ratio	1
Eighth gear ratio	0.851	Ninth gear ratio	0.687
Tenth gear ratio	0.632	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler	PTO transmission provision	PTO transmission provision
<i>Drive Type</i>			
4WD type	Part-time 4WD	Drive type	Four-wheel drive
<i>Drivetrain</i>			
* Axle ratio	4.3		
<i>Exhaust</i>			
Tailpipe	Stainless steel single exhaust		
<i>Fuel</i>			
* Fuel type	diesel		
<i>Fuel Tank</i>			
* DEF capacity	7.20 gal.	Fuel tank capacity	40.00 gal.
<i>Drive Feature</i>			
Limited slip differential	Mechanical limited slip differential	Traction control	Driveline managed traction control
Locking hub control	Auto locking hub control	Transfer case	Electronic transfer case shift

Fuel Economy and Emissions

Fuel Economy

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Selected Equip & Specs (cont'd)

* Secondary fuel type Diesel secondary fuel type

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Firm ride suspension Front shock absorbers Heavy-duty front shock absorbers
Rear shock absorbers Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes Ventilated brakes Front and rear ventilated disc brakes
ABS brakes Four channel ABS brakes ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

HD front springs Heavy-duty front springs Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs Rear springs Heavy-duty rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar Suspension type rear Leaf spring rear suspension
Suspension ride type rear DANA M300 rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system Steering type Re-circulating ball steering
Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 19.5" Front wheels width 6.8"

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Selected Equip & Specs (cont'd)

Rear Wheels

Rear wheels diameter 19.5" Rear wheels width 6.8"

Front And Rear Wheels

Appearance argent Material steel

Front Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
* Tread AT Type LT
Width 245mm Front wheel - RPM 611

Rear Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
* Tread AT Type LT
Width 245mm Rear wheel - RPM 611

Body Exterior

Trailering

Towing wiring harness Trailer wiring harness * Towing brake controller Trailer brake controller
Towing trailer sway Trailer sway control

Exterior Features

Number of doors 2 doors * Running boards Running boards
Front splash guards Front splash guards

Body

Body panels Aluminum body panels with side impact beams

Mirrors

Convex spotter Convex spotter in driver and passenger side door mirrors Turn signal in door mirrors Turn signal indicator in door mirrors

Tires

Front tires LT load rating G Rear tires LT load rating G

Wheels

Dual rear wheels Dual rear wheels

Convenience

Door Locks

Door locks Power door locks with 2 stage unlocking Keyfob door locks Keyfob activated door locks



2026 F-600 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F6L)

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Selected Equip & Specs (cont'd)

All-in-one key All-in-one remote fob and ignition key Auto door locks Auto-locking doors

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

* Fob remote vehicle controls Keyfob remote vehicle start

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors Folding door mirrors Manual folding door mirrors
Heated door mirrors Heated driver and passenger side door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Number of beverage holders 6 beverage holders Beverage holders Front beverage holders
Glove box Locking glove box Instrument panel storage Instrument panel covered bin
Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger one-touch up windows One-touch down window Driver and passenger one-touch down windows

Miscellaneous

Trip computer Trip computer PRND in IP PRND in IP
Upfitter switches Upfitter switches Accessory power Retained accessory power
Over the air updates Over the air updates



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Selected Equip & Specs (cont'd)

Comfort

Climate Control

Climate control Manual climate control Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering Floor coverage Full floor coverage

Steering Wheel

Steering wheel material Urethane steering wheel Steering wheel telescopic Manual telescopic steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 3

Front Seats

Front seat type Split-bench front seat Driver seat direction Driver seat with 4-way directional controls

Driver seat fore/aft control Manual driver seat fore/aft control Passenger seat directionFront passenger seat with 4-way directional controls

Split front seats 40-20-40 split-bench front seat Reclining passenger seat Manual reclining passenger seat

Passenger seat fore/aft control Manual passenger seat fore/aft control Front head restraints Height adjustable front seat head restraints

Front head restraint control Manual front seat head restraint control Armrests front center Front seat center armrest

Armrests front storage Front seat armrest storage Reclining driver seat Manual reclining driver seat

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery Front seatback upholstery Vinyl front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material



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Selected Equip & Specs (cont'd)

Entertainment Features

Displays

Primary touchscreen display	Primary touchscreen display	Number of first-row displays	2 total number of 1st row displays
Primary display size	8 inch primary display		

Radio Features

External memory	SYNC 4 external memory control	Seek scan	Seek scan
-----------------	--------------------------------	-----------	-----------

Speakers

Speakers	Standard grade speakers	Speakers number	4
----------	-------------------------	-----------------	---

Audio Features

Steering mounted audio control	Steering wheel mounted audio controls	Speed sensitive volume	Speed sensitive volume
Voice activated audio	SYNC 4 voice activated audio controls		

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer	Trip odometer	Instrumentation display	Digital/analog instrumentation display
Configurable instrumentation gauges	Configurable instrumentation gauges		

Instrumentation Displays

Temperature display	Exterior temperature display	Driver information center	Driver information center
Clock	Digital clock	Compass	Compass

Instrumentation Gauges

Tachometer	Tachometer	Transmission temperature gauge	Transmission fluid temperature gauge
* Turbo gauge	Turbo/supercharger boost gauge	Engine/electric motor temperature gauge	Engine/electric motor temperature gauge
Gauge cluster display size (inches)	4.20	Engine hour meter	Engine hour meter
* DEF fluid gauge	Diesel exhaust fluid (def) gauge		

Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low brake fluid warning	Low brake fluid warning
Battery charge warning	Battery charge warning	Headlights on reminder	Headlights on reminder
Key in vehicle warning	Key in vehicle warning	Door ajar warning	Door ajar warning



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Selected Equip & Specs (cont'd)

Service interval warning Service interval indicator

* Low diesel exhaust fluid (DEF) warningLow diesel exhaust fluid (DEF) warning

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights
Auto headlightsAutolamp auto on/off headlight control
Delay off headlights Delay-off headlights

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry
Front reading lights Front reading lights

Lights

Running lights Daytime running lights
* Fog lights Front fog lights
Perimeter approach lighting Remote activated perimeter approach lighting

Low tire pressure warning Tire specific low air pressure warning

Headlight type Reflector headlights
Multiple headlights Multiple enclosed headlights
DRL preference setting DRL preference setting

Variable panel light Variable instrument panel light

Interior courtesy lights Fade interior courtesy lights
Clearance lights Cab clearance lights

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device connectivity
Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration Smart device wireless mirroring

Internet Access

Internet access 5G Modem - Ford Connectivity
Package mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag
Front impact airbag passenger Cancellable front passenger air bag

Number of airbags 6 airbags
Front side impact airbag driver Seat mounted side impact driver airbag

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Selected Equip & Specs (cont'd)

Front side impact airbag passenger Seat mounted
side impact front passenger airbag

Overhead airbags Safety Canopy System curtain first-
row overhead airbags

Seatbelts

Height adjustable seatbelts Front height adjustable
seatbelts

Security System

Immobilizer SecuriLock immobilizer
Security system Ford Security Package (1-year
included with activation) security system

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Departure Warning

Forward collision warning Pre-Collision Assist with
Automatic Emergency Braking (AEB) forward
collision mitigation

Cameras

* Rear camera Rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll
Stability Control electronic stability control system
with anti-rollover

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Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Additional Warranty

Diesel Engine Warranty

Diesel engine warranty 60 months/100,000 miles

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: April 27, 2026
Subject: Approval of the Tantalus network system and services agreement

Recommendation: Staff are waiting on final details. If the final documentation is not available for this meeting, this agenda item will move to the April 27th meeting.

Attachments:

1. Res 2026 Approving The Tantalus Network System and Services Agreement
2. Indanola Municipal_Tantalus_NSSA 3-17-26 TSI 20260408 - Clean

Indianola Municipal Utilities
RESOLUTION NO 2026-

RESOLUTION APPROVING TANTALUS NETWORK SYSTEM AND SERVICES AGREEMENT

WHEREAS, Indianola Municipal Utilities Board of Trustees deems advisable and necessary to enter into a network system and services agreement with Tantalus; and

WHEREAS, staff have received and reviewed the Tantalus network system and services agreement; and

WHEREAS, it is the determination of the Indianola Municipal Utilities Board of Trustees that the Tantalus network system and services agreement is satisfactory; and

NOW, THEREFORE, BE IT RESOLVED by the Indianola Municipal Utilities Board of Trustees that the aforementioned agreement is hereby approved, and the Board Chair is authorized and directed to execute the plan on behalf of Indianola Municipal Utilities.

Approved this 27th day of April 2026.

ATTEST:

Dom Selgrade, Chairperson

Monica Thompson, Board Secretary



NETWORK SYSTEM AND SERVICES AGREEMENT

THIS NETWORK SYSTEM AND SERVICES AGREEMENT (“Agreement”) is made and entered into on _____ (“**Effective Date**”), by and between Tantalus Systems Inc., a Delaware corporation (“**Tantalus**”) having its principal place of business at 1130 Situs Court, Suite 230, Raleigh, NC 27606 and Indianola Municipal Utilities, an Iowa municipal utility (“**Customer**”) having its principal place of business at 210 West 2nd Ave., Indianola, IA 50125 (each a “**Party**” and collectively referred to as the “**Parties**”).

This Agreement includes the following Exhibit(s):

☒	Exhibit A	End User License Agreement
	Addendum A-1	<i>Licensed Software Maintenance Services Addendum</i>
	Addendum A-2	<i>Licensed Software Maintenance Services Fees</i>
☒	Exhibit B	Services
	Addendum B-1	<i>Technical Support Services</i>
	Addendum B-2	<i>Installation Services – N/A</i>
☒	Exhibit C	Pricing for Network Equipment, Services, Third-Party Products (As Applicable)
☒	Exhibit D	Third-Party Products (If Applicable)
☒	Exhibit E	Mutual Non-Disclosure and Confidentiality Agreement
☒	Exhibit F	[Form of] Statement of Work; System Acceptance Test Plan

Each Exhibit is incorporated by reference into, forms part of and, other than where the Exhibit is a standalone agreement, such as Exhibit A and Exhibit E, is governed by the terms of this Agreement. In the event of any inconsistency or conflict between the terms of any of the above Exhibit(s) and the terms of this Agreement, which is not otherwise addressed by a statement regarding precedence, the terms of this Agreement shall govern.

The Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

(a) “**Acceptance**” or “**System Acceptance**” means that the system acceptance tests set forth in the System Acceptance Test Plan as set forth in [Exhibit F](#) hereto have been completed and all requirements of Acceptance as set forth in Exhibit F hereto were met.

(b) “**Affiliate**” means, with respect to any Party, any legal entity that such Party owns, is owned by, or is under common control with such Party. For purposes of the foregoing definition of “Affiliate”, the terms “control” and “own” mean possessing a 50% or greater interest in an entity or the right to control the voting shares or direct the management of the entity.

(c) “**Business Day**” means any day that is not a Saturday, Sunday, or a day designated as a federal

holiday in the United States or Canada. or provincial holiday in British Columbia.

(d) “**Confidential Information**” has the meaning set forth in the [MNDCA](#).

(e) “**Destination**” means Customer’s designated destination point for the delivery of Network Equipment.

(f) “**Dispute**” means any dispute, controversy, difference or claim, arising under or in connection with this Agreement, including its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

(g) “**EULA**” means Tantalus’ end-user software license agreement setting forth the terms and conditions of Customer’s permitted use of the Licensed Software. A copy of the EULA, as of the Effective Date, is attached hereto as [Exhibit A](#).

(h) “**Excusing Event**” means any (i) Force Majeure; or (ii) failure, act or omission of Customer or

parties, including its agents, employees, suppliers, subcontractors, or consultants, under Customer's control or under contract with Customer, that materially causes Tantalus's failure to materially perform its obligations under this Agreement, (iii) failure, act or omission of Customer or its agents, employees, suppliers, subcontractors, or consultants, including without limitation improper performance or omission of Customer's, or the above mentioned parties responsibilities under this Agreement and/or the Specifications, or unreasonable delay or failure of Customer to approve changes that are relevant to an applicable failure; (iii) failure, act or omission of any third party (including any third-party supplier) or its agents, employees, suppliers, subcontractors or consultants; (iv) use of Network Equipment outside of the scope of the Specifications or Standards, or failure to properly maintain the Network Equipment; or (v) failure of any components (hardware, software, network, maintenance) provided and/or maintained by Customer.

(i) **"Fees"** means fees payable to Tantalus for the applicable Network Equipment and Services and other amounts due to Tantalus under this Agreement.

(j) **"Force Majeure"** means any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events (**"Force Majeure Event(s)"**): (i) acts of God; (ii) flood, fire, earthquake, weather conditions, i.e., rain, hail, snow, lightning, storms or wind, epidemics or pandemics and related regulations or restrictions, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), sabotage, terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the Effective Date of this Agreement; (vi) judicial restraint or other action by any governmental authority (including, without limitation, an inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses or services required to be provided by either Customer or Tantalus under this Agreement); (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns, equipment or parts unavailability or delayed deliveries, or other industrial disturbances; (ix) shortage of adequate or poor quality power, voltage fluctuations, line disturbances, overloads blackouts, or other electrical issues, communication failures, or shortage or transportation facilities; and (x) other similar events beyond the

reasonable control of the party impacted by the Force Majeure Event (the **"Impacted Party"**).

(k) **"Initial Deployment Services"** means (i) Tantalus' standard services for initial deployment, installation and configuration of Network Equipment purchased by Customer under this Agreement as described in a Statement of Work, executed in a form substantially similar to [Exhibit F](#); (ii) Tantalus' standard initial training services for the Customer; and (iii) related project management for such initial deployment and training. The Initial Deployment Services do not include integration or installation of field equipment (e.g., meters, collectors, repeaters, gateways), Third-Party Products, Licensed Software Maintenance Services, or Technical Support Services. Integration to existing vendor supported interfaces are included in the Initial Deployment Services. For the avoidance of doubt, custom services, including custom integration(s) between the Network Equipment and Third-Party Products that are not existing vendor supported interfaces, are not included in the Initial Deployment Services and are subject to additional fees and written agreement between Tantalus, Customer and any applicable third party in the form of a written change order.

(l) **"Installation Services"** means the installation services described and as provided by Tantalus as set forth in [Exhibit C](#).

(m) **"Law"** means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, governmental order, or other requirement or rule of law of any governmental authority.

(n) **"Licensed Software"** means all Tantalus software and firmware residing on, or provided in connection with, each unit of Network Equipment, together with all software documentation related thereto and any and all updates (as defined in EULA [Addendum A-1](#)), thereto.

(o) **"Licensed Software Maintenance Services"** shall have the meaning ascribed to them in [Exhibit A](#) as provided by Tantalus to Customer pursuant to [Addendum A-1](#).

(p) **"MNDCA"** means a Mutual Non-Disclosure and Confidentiality Agreement in the form attached hereto as [Exhibit E](#).

(q) **"Network Equipment"** means the equipment manufactured or supplied by Tantalus for use as part of the Tantalus Grid Modernization Platform™ (**"TGMP™"**) as it relates to TRUConnect™ AMI (**"TRUConnect"**) (where applicable) and its

associated Licensed Software that are or will be licensed from Tantalus hereunder as set forth on a Purchase Order (from time to time). For clarity, Network Equipment does not include the system backhaul, network operations center, meters, SIM cards or any other Third-Party Products.

(r) **“Project Plan”** means the project plan attached hereto as Exhibit F (and as amended from time to time by the Parties).

(s) **“Proprietary Rights”** means all patent rights, copyrights, trademarks, tradenames, know-how, trade secrets and other intellectual property and proprietary rights, including all rights, derivative rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extension of, these rights or forms of protection under the Laws of any jurisdiction throughout in any part of the world.

(t) **“Purchase Orders”** means, where applicable and necessary for the interpretation, intent and context of this Agreement, purchase orders issued, from time to time, by Customer to Tantalus pursuant to which Customer will purchase, and Tantalus will provide (i) Network Equipment and Services (other than Licensed Software Maintenance Services) or (ii) Licensed Software Maintenance Services in accordance with the terms of the EULA. Each Purchase Order issued under (i) will be deemed to include the terms and conditions of this Agreement, even if not specifically stated on the Purchase Order and each Purchase Order issued under (ii) will be deemed to include the terms and conditions of the EULA, even if not specifically stated on the Purchase Order.

(u) **“Representative”** means such Party’s directors, officers, employees, agents, consultants, legal counsel, accountants and financial advisors of a Party to this Agreement.

(v) **“Services”** means each of the services set forth on [Exhibit B](#) and other such services that Tantalus may provide to Customer on an as needed basis at the prices set forth on Tantalus’ then current price list.

(w) **“Shipping Point”** means the designated depot or depots in North America selected by Tantalus as its shipping point for Network Equipment.

(x) **“Specifications”** means the design, performance and regulatory requirements for each

Network Equipment as provided or made available to Customer in writing, which Specifications will assume and require the proper installation, maintenance and operation of such Network Equipment by the Customer in accordance with the Standards.

(y) **“Standards”** means the applicable industry and regulatory standards, as may be revised from time to time, necessary for the proper installation, maintenance and operation of Network Equipment, including, without limitation, the maintenance of a distribution system meeting industry and regulatory standards with respect to grounding and power quality and the use of water pits for the installation of Network Equipment that properly drain and are not otherwise defective.

(z) **“Statement of Work (SOW)”** means a document that defines the scope of work to be completed, the timelines for the overall project, provides visibility into the interdependencies required, and will assist all parties in understanding and executing their respective roles, responsibilities and tasks to successfully deploy the Network Equipment and perform the services. Upon commencement of the Initial Deployment Services, Tantalus and Customer will work cooperatively to develop and finalize a Statement of Work consistent with the attached [Exhibit F](#).

(aa) **“System Acceptance Test Plan” or “SAT”** means a test designed to verify the functionality, accuracy and reliability of the Network Equipment. [Exhibit F](#), Statement of Work includes the System Acceptance Test Plan which outlines the features and functional areas of the Network Equipment to be tested, provides a brief overview of the tests to be performed, and sets forth the success criteria associated with each test.

(bb) **“Technical Support Services”** means the technical support services described and as provided by Tantalus as set forth in [Exhibit B, Addendum B-1](#).

(cc) **“Third-Party Product”** means any products, software, services, materials, information or services that is manufactured, provided and/or licensed by, or otherwise proprietary to a person or entity other than Tantalus. Use of Third-Party Products may be subject to additional terms and conditions.

1.2 Interpretation Not Affected by Headings, etc. The division of this Agreement into sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.3 Number, etc. Unless the context otherwise

requires, words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders.

1.4 Date for Any Action. In the event that any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Construction. In this Agreement, unless otherwise indicated:

(a) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and “hereby” and similar expressions refer to this Agreement (including the schedules hereto), as amended or supplemented from time to time pursuant to the applicable provisions hereof, and not to any particular section or other portion hereof;

(b) the words “include”, “including” or “in particular”, when following any general term or statement, shall not be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement; and references to a “party” or “parties” are references to a Party or Parties to this Agreement.

1.6 Authorship. Authorship of this Agreement will have no bearing on the construction of any terms hereof or ambiguities thereof.

2. TERMS OF PURCHASE AND SALE

2.1 Purpose/Goal. This Agreement (and where applicable, the EULA and MNDCA) sets forth the terms and conditions under which Customer will purchase from Tantalus, and Tantalus will provide to Customer, Network Equipment and Services, as the case may be, and includes, without limitation, the terms, conditions and responsibilities of each Party relating to the purchase and sale of Network Equipment, license and use of the Licensed Software, provision of the applicable Services and the non-disclosure obligations of the Parties. Notwithstanding anything to the contrary herein, Tantalus shall not be responsible for nor have any liability to Customer for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by or results from an Excusing Event.

2.2 Purchase Orders. Customer may purchase Network Equipment and applicable Services by issuing

properly authorized Purchase Orders to Tantalus at the prices set forth in [Exhibit C](#). Each type of Network Equipment may have an economic order quantity or minimum order quantity, meaning that no Purchase Order may be placed for a quantity of those units of Network Equipment which is less than the minimum number of units specified on the then current Tantalus price list and designated as the “economic order quantity” or “minimum order quantity”. Each Purchase Order issued by Customer shall have a lead-time of at least 90 days. Lead-time means the time extending from the date the Purchase Order is received by Tantalus to the specified delivery date. Each Purchase Order shall reference this Agreement, the terms of which are hereby incorporated by reference in the applicable Purchase Order, and shall state product description, quantity of Network Equipment ordered, part number, desired delivery date and Destination, method of shipment, unit price for each unit ordered and total purchase price. In the event of any inconsistency or conflict between any terms of a Purchase Order, order confirmation, invoice or any other commercial form used by the Parties and this Agreement, the terms of this Agreement shall govern. No oral, electronic, or written additional or different provisions proposed by either Party in any acceptance, confirmation, or acknowledgment shall apply. Purchase Orders, once accepted, may not be cancelled, except as outlined in Section 2.3 below.

2.3 Acceptance, Rejection or Changes to Purchase Orders. Tantalus will notify Customer of its acceptance or rejection of each Purchase Order as soon as practicable and notice of acceptance shall include confirmation of requested quantities and prices. Once a Purchase Order is accepted by Tantalus, the quantities and prices within that acceptance, unless otherwise noted on such acceptance, are committed to and cannot be changed without the consent of both Tantalus and Customer. If the Parties agree to changes to a Purchase Order, those changes will be incorporated in a replacement Purchase Order, which will follow the same process outlined above referencing the Purchase Order to be replaced. Pricing set forth in an accepted Purchase Order is subject to the notes set forth in Exhibit C and Sections 2.4 and 2.5 below.

2.4 Pricing and Taxes.

(a) The initial prices for Network Equipment and applicable Services (other than Licensed Software Maintenance Services) shall be set forth in [Exhibit C](#). The prices set forth in Exhibit C under this Agreement may contain promotional or one-time pricing. Future prices shall be as set forth on Tantalus’ then current

price list and do not include taxes. Prices for Network Equipment and Services not described in Exhibit C shall be as set out on Tantalus' then-current price list.

(b) The price of Licensed Software Maintenance Services and corresponding payments terms shall be as set forth in the EULA, [Addendum A-2](#).

(c) Customer will be responsible for and pay all applicable federal, state, municipal or other governmental sales use, excise, value-added taxes, occupational or other taxes, tariffs, duties and surcharges (including those imposed on Tantalus) now in force or enacted in the future which are associated with any directly or indirectly Tantalus-provided products, software and/or services, including, but not limited to, Network Equipment, Third-Party Products, and Services, by Tantalus, excluding taxes on Tantalus' income generally.

2.5 Price Changes. Tantalus reserves the right, in its sole discretion, to revise the prices applicable to Network Equipment, applicable Services, and Third-Party Products sold to Customer, upon thirty (30) days prior written notice to Customer, by whichever of the following is greater: (i) the immediately preceding year's percentage increase in the Consumer Price Index For All Urban Customers, All Cities Average, All Items ("CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor in the "Summary Data from the Consumer Price Index New Release" for the 12-month period ending at December 31st of the calendar year immediately preceding the adjustment date; or (ii) 3.5% per year. Notwithstanding the foregoing, subject to paragraph 2.4(c), the original price of any items covered by Purchase Orders which Tantalus accepted prior to the effective date of such price revision, will not be changed for the period set forth in the accepted Purchase Orders (to the extent identified).

2.6 Payment.

(a) Unless otherwise set out in the pricing schedule in Exhibit C, Customer agrees to pay a non-refundable advance payment (the "**Deposit**") equal to twenty-five percent (25%) of the total purchase price of the Network Equipment specified on each Purchase Order. The Deposit will be due and payable, notwithstanding the absence of the applicable Tantalus' invoice, within twenty (20) days of the date of the Tantalus order acknowledgement of an accepted Purchase Order. Failure to pay the Deposit by such due date may result in the cancellation of the Purchase Order by Tantalus, without requirement for any further action, or notice to Customer, by Tantalus.

(b) Tantalus shall invoice Customer for Network Equipment, applicable Services and Third-Party Products in accordance with the terms set forth in [Exhibit C](#). Amounts paid for the Deposit will be reflected as a credit against the total purchase price due and owing under the applicable Purchase Order.

(c) Customer shall pay the Fees in accordance with the terms of this Agreement. Payment terms are net thirty (30) days from the date of Tantalus' invoice. All payments shall be in U.S. dollars, unless otherwise agreed to between Tantalus and Customer. Customer shall not offset, set off or deduct from any payment due Tantalus. Any Customer payment issues shall be subject to the terms of Section 9, Dispute Resolution.

(d) In addition to any other remedies Tantalus may have for late payments, Customer will be charged interest at the lesser of (i) one percent (1%) per month or (ii) the maximum rate permitted by applicable law, payable monthly on all overdue amounts. Customer shall also be responsible for reasonable collection costs associated with the late payment, if any, including reasonable attorney's fees. Payments will be applied first to interest payable and then principal owing.

2.7 Delivery/Title/Risk of Loss. Tantalus shall deliver the Network Equipment to Customer at the Shipping Point (cleared for export, if applicable) and title (other than title to Licensed Software which is licensed, not sold to Customer, and shall remain with Tantalus) and risk of loss of Network Equipment shall pass from Tantalus to Customer at the Shipping Point. Customer will notify Tantalus within ten (10) days of delivery of any damage to Network Equipment. If the Shipping Point and Destination are not the same, Customer shall be responsible for and shall pay all transportation and insurance costs for Network Equipment from the Shipping Point to the Destination, provided however that upon agreement of Customer and Tantalus, Tantalus shall make the arrangements for such transportation and insurance and will invoice Customer for reimbursement at cost. The payment terms described in Section 2.6 shall also apply to such invoices. Delivery dates are approximate only. Tantalus shall notify Customer in writing, if Tantalus has knowledge of any event that is reasonably likely to materially delay any specified delivery date or change any specified delivery date.

2.8 Third-Party Products. Customer may elect to use the Third-Party Products as set forth in [Exhibit D](#). Except as expressly set forth on [Exhibit D](#) and unless otherwise specifically set forth in writing (and subject to applicable pass-through terms and conditions) upon mutual agreement of all involved Parties, Tantalus does

not warrant Third-Party Products and disclaims all responsibility and liability for these items, their access to the Network Equipment, including their modification, deletion, disclosure or collection of Customer information.

2.9 Insurance. During all times in which Customer has possession of Network Equipment for which Tantalus has not received payment in full, Customer shall ensure that comprehensive commercial general liability and casualty, insurance with limits at least equal to the total value of all such Network Equipment is obtained and, upon request, provide Tantalus with a certificate evidencing such coverage.

2.10 Changes to Network Equipment. Tantalus reserves the right from time to time to modify, change, discontinue or to limit its production of any Network Equipment, to allocate, terminate or limit deliveries of any Network Equipment in time of shortage and to alter the design or construction of any Network Equipment, provided that Tantalus shall, using commercially reasonable efforts, provide Customer with the same notification regarding Network Equipment changes, discontinuance or production limits that it provides to other Tantalus customer.

2.11 No Resell. Customer acknowledges and agrees that it has no rights to market, license, sublicense, resell, and transfer the Network Equipment and Services. The purchase and sale of Network Equipment and Services hereunder is solely for Customers' use and requirements.

3. CONFIDENTIAL INFORMATION

3.1 Mutual Non-Disclosure and Confidentiality Agreement. The Parties have entered into the MNDCA in the form attached hereto as [Exhibit E](#). Tantalus and Customer agree that the MNDCA governs the obligations of each Party with respect to Confidential Information of the other Party, which obligations apply to this Agreement and shall survive termination of this Agreement.

4. WARRANTIES

4.1 Warranties.

(a) With respect to new Network Equipment, for a period of one (1) year from the date of shipment of each unit of Network Equipment to Customer from Shipping Point, Tantalus warrants that: (i) each unit of Network Equipment will be free from defects in material, workmanship and manufacture, under normal use and service, (ii) title to each unit of Network Equipment shall be free and clear of all liens, financial encumbrances

and security interests, (iii) all materials, parts, components and other items initially incorporated in the Network Equipment will be new; and (iv) each unit of Network Equipment shall be compliant with, and materially perform in accordance with its Specifications. The warranty for replaced or repaired Network Equipment originally warranted under this Section shall be forty-five (45) days from date of return to Customer or the balance of the original warranty period, whichever is greater.

(b) With respect to refurbished Network Equipment, for a period of forty-five (45) days from the date of shipment of refurbished Network Equipment to Customer from Shipping Point or the balance of the original warranty period, whichever is greater, Tantalus warrants that: (i) each unit of refurbished Network Equipment will be free from defects in material, workmanship and manufacture, under normal use and service, (ii) title to each unit of refurbished Network Equipment shall be free and clear of all liens, financial encumbrances and security interests; and (iii) each unit of refurbished Network Equipment shall be compliant with, and materially perform in accordance with its Specifications.

(c) The aforementioned warranties in Sections 4.1(a) and 4.1(b) apply only when: (i) the unit of Network Equipment is owned by Customer only and has been installed and maintained in accordance with the Specifications and Standards; (ii) the Customer is not the subject of bankruptcy or comparable proceedings; and (iii) while there is not an Excusing Event in effect or Tantalus has not invoked a subsisting remedy in respect of Force Majeure.

(d) The aforementioned warranties in Sections 4.1(a) and 4.1(b) will not apply to Licensed Software which is sold "as is" with no warranty, in accordance with [Exhibit A](#).

(e) The aforementioned warranties in Sections 4.1 (a) and 4.1(b) will not cover any Third-Party Products provided by Tantalus or Third-Party Products provided to Customer by third-party suppliers. Any warranty for such products will be between Customer and the third-party manufacturer or supplier. To the fullest extent allowed, Tantalus will assign all third-party warranties to Customer.

4.2 Warranty Returns.

(a) Subject to Section 4.2(b) below, for any breach of warranty under Sections 4.1(a) or (b), Tantalus' obligation shall be to, at its sole option and expense, repair or replace defective Network Equipment or refund the purchase price thereof, within

sixty (60) days of receipt of such defective Network Equipment at its designated depot, provided that the Customer has returned the defective Network Equipment to Tantalus no later than four weeks after the expiry of the applicable warranty period set out in Section 4.1. Customer will be responsible for removing defective Network Equipment from the installation point and returning defective Network Equipment, transportation charges prepaid by Customer to Tantalus at its designated depot, together with Tantalus' return material authorization number ("RMA") and completed problem sheet. Tantalus will be responsible for paying all shipping and other costs incidental to the return of repaired or replacement Network Equipment to Customer. Customer will be responsible for re-installing such repaired or replacement Network Equipment.

(b) To the extent Tantalus determines that the Network Equipment returned under warranty is not defective (that is, no fault found), Customer will pay for the return of the Network Equipment and will pay Tantalus the fee of US \$150 per no fault found Network Equipment.

(c) Tantalus will make available out-of-warranty repairs in accordance with its programs in effect at the relevant time. Services for out-of-warranty repairs will be provided at Tantalus' then current time and materials fees and rates.

4.3 No Warranty. The warranties described in Section 4.1 will not cover Network Equipment:

(a) units whose original bar code, copyright notices and proprietary legends, if any, have been altered;

(b) units that were not installed or uninstalled in accordance with the Specifications and Standards or serviced by Tantalus or a person authorized by Tantalus to do so;

(c) units damaged or defective because of reasonable wear and tear;

(d) units that were not maintained and operated in accordance with the Specifications and Standards, including, without limitation, units damaged or defective because of problems with electrical power;

(e) units that in Tantalus' reasonable opinion have been misused, altered, abused or subject to abnormal conditions of operation or handling; and

(f) units damaged or defective due to an Excusing Event.

4.4 DISCLAIMER. TANTALUS DISCLAIMS ALL

OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS NOT EXPRESSLY MADE HEREIN, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF OTHER'S INTELLECTUAL PROPERTY RIGHTS, AS FURTHER QUALIFIED IN ARTICLE 5 BELOW.

5. LIABILITY AND INDEMNITY

5.1 Relief for patent and copyright matters.

Tantalus, at its expense, shall defend any court suit brought against Customer by a third party alleging that units of Network Equipment purchased by Customer infringe US or Canadian patent or copyright ("IP Right"). Tantalus' obligation to defend is effective only if Customer is not in breach of any of the terms and conditions of this Agreement and of any other agreement between the Parties, and if Tantalus is notified promptly and given complete information, assistance and authority by Customer to conduct the defense. If any unit of Network Equipment: (a) is adjudicated by a court of competent jurisdiction after appeals therefrom are exhausted, as infringing any IP Right or (b) has its use enjoined by such court, Tantalus will, at its election: (i) procure for the Customer the right to continue using said unit; (ii) replace it with non-infringing and functional equivalent unit; (iii) modify it to become non-infringing; or (iv) if none of the aforementioned options are reasonably available, refund to Customer all amounts paid for the infringing Network Equipment, depreciated on a straight line basis over a three (3) year period. Tantalus' obligation to defend includes the sole right to settle, provided that any settlement that imposes payment obligations on Customer or admits liability on Customer's behalf shall require Customer's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned. Tantalus' obligation to defend does not apply to the following: (A) Network Equipment based on a design, specification or instructions supplied or requested by Customer; (B) use of Network Equipment in combination with any other hardware or software not provided by Tantalus or a Third-Party Product, if infringement would not have occurred but for such combination; (C) use of any release of Licensed Software or any firmware other than the most current release made available to Customer; (D) use of Network Equipment other than as permitted under this Agreement, or as intended by Tantalus, if the infringement would not have occurred but for such use; or (E) modifications made to Network Equipment not made by Tantalus or approved by Tantalus. The

foregoing states Tantalus' entire liability and indemnity and defense obligations with respect to intellectual property infringement by any unit of Network Equipment.

5.2 General Indemnity. Tantalus shall defend, and indemnify Customer from all loss, expense or damages (including without limitation, reasonable attorney's fees) which may be incurred by Customer as a result of any third party claims or actions resulting directly from: (a) damage to tangible personal property owned by Customer and caused by the gross negligence or willful misconduct of Tantalus; and (b) death of or bodily injury to a Customer employee or third party to the extent caused directly by Tantalus' gross negligence or willful misconduct. Customer will provide Tantalus with prompt, written notice of any claim covered by this indemnification. Customer shall not undertake the defense of any such claim. Tantalus, at its sole expense, shall defend all such claims and actions against Customer, whether brought informally or through court or administrative procedures. For the avoidance of doubt, Tantalus shall not have any liability hereunder relating to or arising from Third-Party Products. Tantalus' indemnity shall be limited to the extent Customer's negligence, willful misconduct or omission contributed to the indemnifiable claim under this section.

5.3 Customer Indemnity. Customer shall defend, indemnify and hold Tantalus harmless from all loss, expense or damages (including without limitation, reasonable attorney's fees) which may be incurred by Tantalus as a result of any third party claims or actions resulting from: (a) damage to tangible personal property owned by Tantalus and caused by the gross negligence or willful misconduct of Customer; and (b) death of or bodily injury to a Tantalus employee or third party to the extent caused by Customer's gross negligence or willful misconduct. Tantalus will provide Customer with prompt, written notice of any claim covered by this indemnification. Unless Customer fails to defend Tantalus, Tantalus shall not undertake the defense of any such claim. Customer, at its sole expense, shall defend all such claims and actions against Tantalus, whether brought informally or through court or administrative procedures. Customer's indemnity shall be reduced to the extent Tantalus's negligence or willful misconduct contributed to the indemnifiable claim.

All financial obligations associated with Customer's business are the sole responsibility of Customer. Customer shall indemnify, defend and hold harmless Tantalus, its Affiliates and its and their directors, officers, employees, agents, attorneys, contractors,

consultants, vendors from and against any and all third-party claims, costs, liabilities, damages, debts, expenses, fines, interest, penalties, settlements, attorneys' fees, that arise from (i) Customer's or its Representatives failure to pay sales and use taxes for which Customer is responsible under Section 2.4(c), and all other federal, state and municipal taxes, interest, fines and penalties arising in connection with Customer's business activities, (ii) Customer's breach of any term, express representation or warranty of this Agreement, and (iii) Customer's use of the Network Equipment, provided that such indemnification obligation shall not apply to the extent such claims arise from Tantalus's negligence, willful misconduct, or breach of this Agreement.

5.4 Limitation of Liability.

NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, OTHER THAN FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, BREACH OF CONFIDENTIALITY OBLIGATIONS, OR, MISAPPROPRIATION OR INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY, NEITHER PARTY (INCLUDING ITS AND THEIR AFFILIATES AND REPRESENTATIVES) WILL BE LIABLE TO THE OTHER FOR ANY (I) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, LOSS OR CORRUPTION OF DATA, LOSS OF REVENUE, SAVINGS OR PROFITS, CLAIMS BY USERS AND THIRD PARTIES, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS WHETHER ARISING FROM BREACH OF WARRANTY OR CONDITION, BASED ON CONTRACT, TORT, RELIANCE, FUNDAMENTAL BREACH, STATUTE, OR ANY OTHER THEORY, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, EXCEPT FOR BREACH OF CONFIDENTIALITY, MISAPPROPRIATION OR INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY, CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, NEITHER WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, CIVIL LIABILITY, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A) ANY AMOUNTS IN EXCESS OF THE TOTAL AGGREGATE AMOUNTS PAID TO TANTALUS UNDER THIS AGREEMENT

FOR NETWORK EQUIPMENT AND SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM ; (B) ANY FAILURE OR DELAY DUE TO AN EXCUSING EVENT; OR (C) ANY ALLOCATION OF NETWORK EQUIPMENT AND SERVICES AMONG ITS CUSTOMERS IN THE EVENT OF A SHORTAGE. LIMITATIONS OF LIABILITY WILL NOT BE ASSERTED TO THE EXTENT PROHIBITED BY RELEVANT LAWS AND POLICIES. TANTALUS' PRICING REFLECTS THIS ALLOCATION OF RISKS AND THE LIMITATION OF LIABILITY.

CUSTOMER ACKNOWLEDGES THAT TANTALUS DOES NOT CONTROL THE TRANSFER OF DATA OVER OR BY ANY COMMUNICATIONS NETWORK OR ANY PORTION THEREOF, INCLUDING THE INTERNET, AND THAT THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS NETWORKS. TANTALUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

NEITHER TANTALUS NOR ITS NETWORK EQUIPMENT GUARANTEE THE PERFORMANCE OF THE CUSTOMER'S TRANSMISSION OR DISTRIBUTION OF ELECTRICITY, GAS, WATER OR OTHER SERVICES, OR CUSTOMER'S OPERATIONS, PROVIDED, HOWEVER THAT TANTALUS SHALL REMAIN LIABLE FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO THE EXTENT CAUSED BY DEFECTIVE NETWORK EQUIPMENT. CUSTOMER UNDERSTANDS AND AGREES THAT EXCEPT TO THE EXTENT CAUSED BY TANTALUS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PROVIDING DEFECTIVE NETWORK EQUIPMENT HEREUNDER AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION, TANTALUS SHALL NOT BE RESPONSIBLE FOR ANY PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO ANY PERSON OR PROPERTY ACCESSING OR USING CUSTOMER'S SERVICES.

FURTHER, IT IS UNDERSTOOD BY THE PARTIES THAT NO PARTY HERETO SHALL BE ENTITLED TO (A) RECOVER ACTUAL LOSSES MORE THAN ONCE FOR THE SAME LOSS, INCLUDING IF INCURRED UNDER THE EULA OR (B) DOUBLE

RECOVERY AS A MATTER OF LAW.

6. SERVICES

6.1 (a) Subject to Customer's payment of the Fees and Customer's due performance of its obligations under this Agreement and the other agreements referenced herein (including but not limited to the EULA and the MNDCA), Tantalus shall provide the Services. Tantalus undertakes that the Services will be performed with all reasonable skill and care and substantially in accordance with the applicable specification of the applicable Service.

(b) If the Services do not conform with the undertaking in Section 6.1(a), Tantalus shall, at its expense, use commercially reasonable efforts to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of Section 6.1(a).

(c) Notwithstanding the foregoing, Tantalus does not warrant that the provision of Services shall be uninterrupted or error-free.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

7.1 Ownership of Intellectual Property. Except for licenses otherwise expressly granted under this Agreement, nothing hereunder conveys to Customer any Proprietary Rights in the Network Equipment, and Customer acknowledges Tantalus' exclusive rights thereto. This Agreement will not be construed to grant to Customer, either expressly, by implication or by way of estoppel, any license under any other Proprietary Rights of Tantalus covering or relating to any product or invention of Tantalus, or any combination of the Network Equipment with any other product of Tantalus.

8. TERM AND TERMINATION

8.1 Term. Unless terminated earlier as provided herein, this Agreement shall have an initial term of one (1) year commencing on the execution date of this Agreement ("**Initial Term**"). Thereafter, the Agreement will automatically renew for successive one (1) year periods thereafter, unless terminated in accordance with the terms of this Agreement (each, together with the Initial Term, the "**Term**").

8.2 Termination.

(a) Either Party may terminate this Agreement

effective upon the delivery of written notice of such termination to the other Party, if the other Party:

(i) becomes insolvent, is generally not paying its debts as such debts become due, makes an assignment for the benefit of creditors, is the subject of any voluntary or involuntary case commenced under the federal bankruptcy laws, as now constituted or hereafter amended (which, in the case of involuntary bankruptcy, is not dismissed within 30 days), or of any other proceeding under other applicable laws of any jurisdiction regarding bankruptcy, insolvency, reorganization, adjustment of debt or other forms of relief for debtors, has a receiver, trustee, liquidator, assignee, custodian or similar official appointed for it or for any substantial part of its property, or is the subject of any dissolution or liquidation proceeding; breaches its obligations related to confidentiality; or

(ii) is in breach in any material respect in the performance of any of its obligations under this Agreement, provided, however, Customer's breach under the EULA shall be treated as a breach under this Agreement, and provided that the Party not at fault has given the other Party thirty (30) days prior written notice of such breach and such other Party has not remedied the breach during such 30-day cure period; provided however if the breaching Party is Customer and such breach is attributable to or includes Customer's failure to pay any amount when due, then the aforementioned 30-day cure period will be reduced to ten (10) days.

(b) Either Party may terminate this Agreement, at any time and for any reason, on ninety (90) days' prior written notice to the other Party, provided however that if terminated by Customer, Tantalus shall take commercially reasonable efforts to cancel any deliveries to Customer which are scheduled to be made after the termination date. Customer shall be responsible for all amounts due to Tantalus arising prior to the termination date, including the cost of Network Equipment ordered by Customer prior to such termination date, or that has been shipped within forty-five (45) days following the date of the notice of termination and any fees for Technical Support Services for the period prior to the effective date of such termination. Customer shall not be responsible for equipment shipped after the above forty-five day period unless Customer expressly authorized such shipment in writing to Tantalus.

(c) Prior to the effective termination of this Agreement, all of the terms and conditions of, and the respective rights and obligations of the Parties to, this Agreement will remain completely valid and enforceable; provided however that, in the event

Tantalus terminates the Agreement under Section 8.2(a), then any deliveries of Network Equipment and Services to Customer which are scheduled to be made subsequent to the effective date of termination shall be cancelled and any product warranties or guarantees hereunder shall be terminated and of no further force and effect.

8.3 Other Remedies. Termination is not the sole remedy available under Section 8.2(a) of this Agreement and, whether or not termination is effected; all other legal remedies will remain available.

8.4 Survival. Notwithstanding anything to the contrary in this Agreement, no expiration or termination of this Agreement by either Party shall affect any rights or obligations of either Party: (i) which are vested pursuant to this Agreement as of the effective date of such expiration or termination, (ii) any other provisions intended by the Parties to survive such expiration or termination including, but not limited to, the payment obligations, limitations of liability general provision sections of this Agreement, Tantalus' proprietary rights under the EULA, or the non-disclosure obligations set forth in the MNDCA.

9. DISPUTE RESOLUTION

9.1 Dispute Resolution. Except for Disputes related to nonpayment or as otherwise provided in this Section, neither Party shall resort to formal litigation proceedings until the Parties have attempted to resolve the Dispute among themselves. within thirty (30) days of written notice of a dispute. If the Parties are unable to resolve the dispute within the thirty-day period, then the Parties may submit the Dispute to non-binding mediation. The Party raising a Dispute shall submit to the other Party a written notice and supporting material describing all issues and circumstances related to the Dispute (a "**Dispute Notice**"). A designated senior management representative of each Party shall attempt to resolve the Dispute. If the Parties fail to resolve the Dispute within thirty (30) days from receipt of a Dispute Notice, the Dispute shall be referred to a mediator in the jurisdiction provided for in Section 10.7 of this Agreement as mutually agreed between the Parties. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties. The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator

and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the Parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within thirty (30) days after the later of the referral to a mediator or the mediation proceeding, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Section 10.7 of this Agreement. This Agreement shall not be construed to prevent a Party from instituting litigation proceedings earlier than as indicated in this Agreement to:

(a) avoid the expiration of any applicable limitations period,

(b) preserve a superior creditor position or (c) seek injunctive relief to prevent irreparable harm, including without limitation, harm caused by a breach of confidentiality obligations.

10. GENERAL PROVISIONS

10.1 Additional Warranties. Each Party represents and warrants to the other that: (i) it is a legal entity duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or formation; (ii) it has full power and authority to enter into and perform its obligations under this Agreement; (iii) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or organizational actions; (iv) this Agreement constitutes a valid and binding obligation of such Party, enforceable in accordance with its terms; and (v) the execution, delivery, and performance of this Agreement do not and will not violate any applicable law, regulation, or agreement to which such Party is bound.

Customer further: (i) represents and warrants that: (A) it has obtained or will obtain, prior to Tantalus' starting its performance hereunder, the requisite authority, funding, licensure, capacity, equipment, experience, expertise, and sufficient qualified personnel to perform its obligations in accordance with the applicable industry standard of care and in compliance with all Laws and (B) it has supplied Tantalus accurate and complete data necessary as it relates to Customers intended use and scope of the Network Equipment and Services; and (ii) covenants that: (A) it will use the

Network Equipment and Services solely in accordance with the terms of this Agreement and (B) it shall not infringe upon the rights of any third party.

10.2 Notices. All notices under this Agreement shall be made in writing and shall be deemed properly delivered when: (a) delivered personally, (b) sent by e-mail to the address below, delivery confirmation required, (c) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth below, or (d) sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Notices shall be effective upon receipt. Communications must be addressed to the Parties as indicated in the signature block below. Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a Party hereto will not be unreasonably delayed, withheld or withdrawn by it. Either Party may change the address for service by giving 15 days' advance written notice to the other Party.

10.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

10.4 Entire Agreement. This Agreement together with the Exhibits attached hereto, the EULA and the MNDCA constitute the sole and entire agreement between the Parties on the subject matter hereof and supersedes and invalidates all other verbal or written commitments, representations, warranties, conditions and understanding relating to the subject matter hereof. No restriction on use upon the Customer set forth in this Agreement shall be construed to limit, waive, or otherwise affect any other restrictions, limitations, or obligations imposed upon the Customer under this Agreement or any applicable law. All such restrictions shall be cumulative and in addition to, and not in lieu of, any other restrictions or limitations set forth herein.

10.5 Amendment and Waiver. No amendment or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced. No waiver by

any Party or any breach or series of breaches in performance by the other Party, and no failure, refusal or neglect to exercise any right, power or option given to either Party to insist upon strict compliance with or performance of the obligations hereunder, will constitute a waiver of the provisions hereof with respect to any subsequent breach thereof or a waiver by such Party of its right at any time thereafter to require strict compliance with the provisions hereof.

10.6 Relationship of the Parties. The relationship of Tantalus and Customer established by this Agreement is that of independent contractors and neither Party is an employee, agent or joint venture of the other. All financial obligations associated with a Party's business is the sole responsibility of that Party.

10.7 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware (without giving effect to its conflict of laws provisions which would lead to the application of the laws of another jurisdiction). If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover actual, reasonable attorneys' fees. Except to the extent necessary to obtain jurisdiction over a third party, any legal action, suit or proceeding arising out of this Agreement shall be brought exclusively in the United States District Court for the Eastern District of North Carolina and each Party irrevocably accepts and submits to the exclusive jurisdiction of the United States District Court for the Eastern District of North Carolina, and unconditionally and knowingly waives a trial by jury in any such suit, action or proceeding. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

10.8 Force Majeure. No breach, delay or failure to perform on the part of either Party shall be considered a breach of this Agreement where such breach, delay or failure is due to a Force Majeure. Lack of funds or credit will not constitute a Force Majeure. In the event of a Force Majeure, the Impacted Party shall promptly give notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

10.9 Compliance with Laws. Each Party shall, at its own cost and expense, comply with all applicable

Laws relating to the subject matter of this Agreement.

10.10 Beneficiaries. This Agreement is entered into by the Customer solely for the benefit of Customer and its respective successors and permitted assigns. With respect to the Customer, nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

10.11 Successors and Assigns. This Agreement binds, and inures to the benefit of, the Parties and their respective successors and assigns. Neither Party may assign This Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that either Party may assign this Agreement without consent (i) to an Affiliate, or (ii) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of such Party's assets, so long as the assignee agrees in writing to be bound by the terms of this Agreement, and in the case of Licensee, the assignee is not a competitor of Tantalus. Any attempted assignment in violation of this Section shall be null and void.

10.12 Further Assurance. Each Party undertakes with the other Party that it will execute such documents and do such acts and things as that other Party may reasonably require for the purpose of giving to that other Party the full benefit of the provisions of this Agreement.

10.13 Execution in Counterparts and by Facsimile. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. This Agreement may be executed and delivered electronically (including by PDF) or by facsimile and the Parties agree that such facsimile or electronic execution and delivery shall have the same force and effect as delivery of an original document with original signatures.

[SIGNATURES ON NEXT PAGE]IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized Representatives as of the date and year set out in page 1.

Tantalus Systems Inc.

Indianola Municipal Utilities

By: _____

Name: Param Pawar

Title: VP, Finance

By: _____

Name: _____

Title: _____

Address for Notices:

If to Tantalus:

Peter A. Londa, President & CEO
Tantalus Systems Inc..
1130 Situs Court, Suite 230
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

With copy to:
Michael Grandis, Chief Legal & Administrative
Officer
Tantalus Systems Inc.
140 Rowayton Avenue, 2nd Floor
Norwalk, Connecticut 06853
E-mail: mgrandis@tantalus.com

If to Customer:

Mike Metcalf, Electric Director
Indianola Municipal Utilities
210 West 2nd Ave.
Indianola, IA 50125
Facsimile: N/A
E-mail: mmetcalf@indianola.com

EXHIBIT A END USER LICENSE AGREEMENT

This End User License Agreement (the “**EULA**”) is dated as of _____ and effective as of the date of first use of Licensed Software by Customer between **Tantalus Systems Corp.**, a Canadian corporation, with a primary business address of 3555 Gilmore Way, Suite 200, Burnaby, BC V5G 0B3 Canada (“**Tantalus**”) on behalf of itself and its Affiliates, and Indianola Municipal Utilities, an Iowa municipal utility with a primary business address of 210 West 2nd Ave., Indianola, IA 50125 (“**Customer**”). Reference is hereby made to that certain Network Systems and Services Agreement, dated _____ (the “**NSSA**”), by and between Tantalus Systems Inc. (an Affiliate of Tantalus) and Customer (the “**NSSA**”). All capitalized terms herein not otherwise defined shall have the meaning set forth in the **NSSA**.

ARTICLE I

All Tantalus software and firmware residing on, or provided in connection with, each unit of Network Equipment, together with all software documentation related thereto and any and all updates thereto (the “**Licensed Software**”), which excludes third-party software products that have their own end user license terms, is subject to the terms and conditions of this EULA. THIS EULA IS A LEGALLY BINDING CONTRACT BETWEEN CUSTOMER AND TANTALUS AND SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN CUSTOMER’S USE OF THE LICENSED SOFTWARE. BY INSTALLING OR USING ALL OR ANY PORTION OF THE LICENSED SOFTWARE, CUSTOMER ACCEPTS ALL THE TERMS AND CONDITIONS STATED OR REFERENCED IN THIS EULA. IF CUSTOMER IS UNABLE OR UNWILLING TO ENTER INTO AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS EULA, OR IF THIS EULA TERMINATES FOR ANY REASON, CUSTOMER MUST NOT INSTALL OR USE THE LICENSED SOFTWARE AND SHALL IMMEDIATELY RETURN TO TANTALUS THE TANTALUS PRODUCT ON WHICH THE LICENSED SOFTWARE RESIDES AND/OR IS USED.

GRANT OF LICENSE. The Licensed Software is licensed, and not sold, for use by the legal entity entering into this EULA and only in accordance with the terms of this EULA. Subject to the terms and conditions of this EULA and any limitations imposed as part of a special beta test, trial, or promotional program, Tantalus hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use the Licensed Software solely for its internal business operations in conjunction only with the application package purchased from Tantalus by Customer, for operation in Tantalus approved application environments, in strict accordance with third-party license conditions, if any, or as otherwise set forth by Tantalus in writing if not set forth under the terms of this EULA, and Tantalus reserves all other rights.

RESTRICTIONS ON USE. Unless expressly permitted by Article I of this EULA, or otherwise by applicable law or by Tantalus in writing, Customer shall not: (i) reproduce,

modify, adapt, translate, update or transmit the Licensed Software, in whole or in part; provided, however that Customer may temporarily transfer the Licensed Software from one physical device to another in the event of a computer malfunction; (ii) rent, lease, license, assign, give, transfer, or otherwise provide access or distribute the program or rights to the Licensed Software to another entity; (iii) use, alter, remove, or cover copyright, trademarks or proprietary notices of Tantalus or any third party on the Licensed Software; (iv) directly or indirectly export, import or transmit the Licensed Software, or any direct product thereof, to any country in contravention of the laws of that country or the laws of the United States or Canada; (v) use the Licensed Software except in Tantalus approved application environment(s); (vi) decompile, disassemble, decrypt, unbundle, extract or otherwise attempt or assist others to reverse engineer the Licensed Software, except as necessary, when permitted by applicable law, to correct defects or achieve interoperability with complimentary programs, for Customer’s purposes only, but only if Customer has subscribed for, and paid all applicable fees relating to, the Licensed Software Maintenance Services and Tantalus has refused to provide such Licensed Software Maintenance Services; (vii) attempt to or access, copy, store or use the Licensed Software source code (viii) use the Licensed Software for rental, timesharing, subscription service, hosting or outsourcing; (ix) make the Licensed Software available in any manner to any third party for use in the third party’s business operations (except that Customer may permit its customers to use the Licensed Software only in furtherance of interactions between the Customer and its customers as expressly permitted by Tantalus); (x) use the Licensed Software to provide third-party training; (xi) disclose results of any Licensed Software benchmark tests without Tantalus or its third-party supplier’s prior written consent; (xii) duplicate the Licensed Software, except for a sufficient number of copies as permitted by Article I of this EULA, or any documentation; or (xiii) publish any results of any benchmarks or similar tests performed on the Licensed Software. Use of the Licensed Software is limited to Customer, along with its approved agents or contractors (including, without limitation, outsourcers, if applicable) on Customer’s behalf for Customer’s internal business

operations, subject to the terms of Article I of this EULA and who are under a written agreement with confidentiality, use and other terms protective of Tantalus substantially similar to the terms of this EULA. Customer shall be responsible for its agents', contractors', outsourcers', customers' and members' use of the Licensed Software and compliance with this EULA.

Except as set forth herein, pursuant to the Licensed Software Maintenance Services or as otherwise agreed by Customer and Tantalus in writing, Tantalus has no obligation to provide maintenance, updates (as defined in Addendum A-1 to this EULA), fixes, support, or training for the Licensed Software.

THIRD-PARTY TECHNOLOGY. Customer acknowledges and agrees that certain third-party technology, as indicated in the documentation or otherwise communicated by Tantalus, may be provided for use with the Licensed Software. Customer shall have the right to use third-party technology only with the Licensed Software and in accordance with the terms of any such third-party license agreement specified in the documentation or otherwise provided by Tantalus to Customer as well as the terms of this EULA.

EXPORT RESTRICTIONS. Export laws and regulations of Canada and the United States and any other relevant local export laws and regulations apply to the Licensed Software. Customer agrees that such export control laws govern Customers use of the Licensed Software (including technical data) and Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information and/or Licensed Software will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. Customer represents and warrants that: (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

OWNERSHIP. The Licensed Software is protected by Canadian, United States, and international copyright and intellectual property laws. All rights to the Licensed Software are owned by Tantalus, its Affiliates or third-party suppliers, and Tantalus, its Affiliates, or third-party suppliers retain all rights, title, and interest in and to the Licensed Software including, without limitation, the source code, object code and any related information and documentation that may be provided as part of standard shipment(s) of Licensed Software. By acquiring a license

to use the Licensed Software, Customer does not become the owner of the Licensed Software or receive any interest in the Licensed Software, and Customer has only limited license rights to use the Licensed Software, object code and related documentation in accordance with the terms of this EULA. Furthermore, Customer may not assign, give, or transfer any interest in the Licensed Software to any third party. This section shall survive the termination or expiry of this EULA.

AUDITS. Tantalus shall have the right, no more than once per calendar year, to perform an on-site audit of the systems and records of Customer necessary to verify Customer's compliance with this EULA. Customer shall provide reasonable assistance and access to information necessary to complete the audit. If such audit reveals a material non-compliance by Customer, Customer shall pay the reasonable costs of the audit; otherwise, Tantalus shall bear the costs of the audit. Customer acknowledges and agrees that Tantalus may report the audit results to its third-party suppliers, as applicable, subject to confidentiality obligations.

UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA). For clarity, Tantalus and Customer acknowledge and agree that the provisions of the Uniform Computer Information Transactions Act (UCITA) do not apply to this EULA.

LIMITED WARRANTY. For a period of one (1) year from the date of shipment of Network Equipment, from the designated depot or depots in North America selected by Tantalus as its shipping point for Network Equipment. ("Shipping Point"), the physical media on which the Licensed Software is recorded by Tantalus will be free from defects in materials and workmanship under normal use. If failure of such physical media has resulted from accident, abuse or misapplication, Tantalus will have no responsibility to replace the physical media or refund any portions of the amount paid by Customer for the Licensed Software thereon. This limited warranty on the physical media from Tantalus on which the Licensed Software is recorded applies only when all three of the following conditions prevail: (a) such physical media is used in accordance with Article I of this EULA by the original customer and not by an assignee; (b) Customer is not the subject of bankruptcy or comparable proceedings; and (c) while Tantalus has not invoked a subsisting remedy in respect of Force Majeure or there is not an Excusing Event (as such term is defined in the NSSA).

CUSTOMER'S SOLE REMEDY. Tantalus and its Affiliates', suppliers', agents', officers' and directors' entire liability and Customer's sole and exclusive remedy under this EULA for defects or failure of the Licensed Software shall be, at Tantalus' option from time to time exercised

subject to applicable law, repair or replacement of the physical media that does not meet this limited warranty. This limited warranty is void if failure of the physical media has resulted from accident, abuse, misapplication, abnormal or improper use, a virus or use in contravention of this EULA. Any replacement physical media will be warranted for the remainder of the original limited warranty period or thirty days (30) days, whichever is longer.

LIMITATION OF REMEDIES. TO THE EXTENT NOT PROHIBITED BY LAW, TANTALUS HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF ANY KIND NOT EXPRESSLY MADE HEREIN, ARISING BY LAW OR OTHERWISE, WITH REGARD TO THE LICENSED SOFTWARE, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND QUALITY OF SERVICE. TANTALUS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONTENT, EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF THE LICENSED SOFTWARE OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE LICENSED SOFTWARE OR THAT THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT IT IS COMPLETELY SECURE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TANTALUS DOES NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE LICENSED SOFTWARE WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; OR (B) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL CUSTOMER PURCHASES OR OBTAINS THROUGH THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES THAT TANTALUS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE LICENSED SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. TANTALUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY TANTALUS, THE LICENSED SOFTWARE IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

IN NO EVENT SHALL TANTALUS OR ITS THIRD PARTY SUPPLIER(S) BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL,

SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, BUSINESS OPPORTUNITY, REVENUE, DATA OR DATA USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, STRICT LIABILITY, EQUITABLE THEORY OR OTHERWISE, ARISING FROM OR RELATED TO THE USE OF THE LICENSED SOFTWARE OR ANY DATA DERIVED THEREFROM, EVEN IF TANTALUS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, TANTALUS WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF NOR ANY CLAIM ARISING FROM THIS EULA FOR ANY AMOUNTS IN EXCESS OF THE AGGREGATE AMOUNTS RECEIVED BY TANTALUS FOR THE LICENSED SOFTWARE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

FURTHER, IT IS UNDERSTOOD BY THE PARTIES THAT NO PARTY HERETO SHALL BE ENTITLED TO (A) RECOVER ACTUAL LOSSES MORE THAN ONCE FOR THE SAME LOSS, INCLUDING IF INCURRED UNDER THE NISSA OR (B) DOUBLE RECOVERY AS A MATTER OF LAW.

THIRD PARTY BENEFICIARY. Oracle Canada ULC, along with any other third party that Tantalus may indicate in writing to Customer, shall be a third-party beneficiary of this EULA. With respect to either Party, nothing in this EULA, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this EULA, except for the Parties' permitted successors and assigns as set out in this EULA.

PATENT AND COPYRIGHT MATTERS. Tantalus, at its expense, shall defend any court suit brought against Customer by a third party alleging that Licensed Software purchased by Customer infringe US or Canadian patent or copyright ("**IP Right**"). Tantalus' obligation to defend is effective only if Customer is not in breach of any of the terms and conditions of this EULA and of any other agreement between the Parties, and if Tantalus is notified promptly and given complete information, assistance and authority by Customer to conduct the defense. If the Licensed Software: (a) is adjudicated by a court of competent jurisdiction after appeals therefrom are exhausted, as infringing any IP Right or (b) has its use enjoined by such court, Tantalus will, at its election: (i) procure for the Customer the right to continue using the Licensed Software; (ii) replace it with non-infringing and functional equivalent software; (iii) modify it to become non-infringing; or (iv) if none of the aforementioned options are reasonably available, refund to Customer all amounts paid for the infringing Licensed Software, depreciated on a

straight line basis over a three (3) year period. Tantalus' obligation to defend includes the sole right to settle. Tantalus' obligation to defend does not apply to the following: (A) Licensed Software based on a design, specification or instructions supplied or requested by Customer; (B) use of Licensed Software in combination with any other hardware or software not provided by Tantalus or a Third-Party Product, if infringement would not have occurred but for such combination; (C) use of any release of Licensed Software or any firmware other than the most current release made available to Customer; (D) use of Licensed Software other than as permitted under this EULA, or as intended by Tantalus, if the infringement would not have occurred but for such use; or (E) modifications made to Licensed Software not made by Tantalus or approved by Tantalus. The foregoing states Tantalus' entire liability and indemnity and defense obligations with respect to intellectual property infringement by the Licensed Software. For the avoidance of doubt, Tantalus shall not have any liability hereunder relating to or arising from Third-Party Products.

GENERAL INDEMNITY. Tantalus shall defend, and indemnify Customer from all loss, expense or damages (including without limitation, reasonable attorney's fees) which may be incurred by Customer as a result of any third party claims or actions resulting directly from: (a) damage to tangible personal property owned by Customer and caused by the gross negligence or willful misconduct of Tantalus; and (b) death of or bodily injury to a Customer employee or third party to the extent caused directly by Tantalus' gross negligence or willful misconduct. Customer will provide Tantalus with prompt, written notice of any claim covered by this indemnification. Customer shall not undertake the defense of any such claim. Tantalus, at its sole expense, shall defend all such claims and actions against Customer, whether brought informally or through court or administrative procedures. For the avoidance of doubt, Tantalus shall not have any liability hereunder relating to or arising from Third-Party Products. Tantalus' indemnity shall be limited to the extent Customer's negligence, willful misconduct or omission contributed to the indemnifiable claim under this section.

CUSTOMER INDEMNITY. Customer shall defend, indemnify and hold Tantalus harmless from all loss, expense or damages (including without limitation, reasonable attorney's fees) which may be incurred by Tantalus as a result of any claims or actions resulting from: (a) damage to tangible personal property owned by Tantalus and caused by the gross negligence of Customer; and (b) death of or bodily injury to a Tantalus employee or third party to the extent caused by Customer's gross negligence. Tantalus will provide Customer with prompt, written notice of any claim covered by this indemnification.

Unless Customer fails to defend Tantalus, Tantalus shall not undertake the defense of any such claim. Customer, at its sole expense, shall defend all such claims and actions against Tantalus, whether brought informally or through court or administrative procedures.

All financial obligations associated with Customer's business are the sole responsibility of Customer. Customer shall indemnify, defend and hold harmless Tantalus, its Affiliates and its and their directors, officers, employees, agents, attorneys, contractors, consultants, vendors from and against any and all claims, costs, liabilities, damages, debts, expenses, fines, interest, penalties, settlements, attorneys' fees, of any type whatsoever that may arise on account of Customer's activities or omissions, or those of its Representatives including, without limitation, (i) all sales and use taxes and similar charges arising in connection with the Licensed Software hereunder and all other federal, state and municipal taxes, interest, fines and penalties arising in connection with Customer's business activities and (ii) those relating to Customer's use of the Licensed Software or Customer's breach of any term, representation or warranty of this EULA.

ARTICLE II

TERM, TERMINATION AND SURVIVAL. This EULA shall remain in effect until terminated by either Party upon thirty (30) days' written notice to the other Party ("**Term**"), provided however, the obligations of either Party under this EULA with respect to any given information shall survive any termination of this EULA until the information no longer qualifies as Confidential Information. Further, the sections entitled 'RESTRICTIONS ON USE', 'EXPORT RESTRICTIONS', 'OWNERSHIP', 'LIMITED WARRANTY', 'LIMITATION OF REMEDIES', 'CUSTOMER'S SOLE REMEDY', and this Article II shall survive any termination or expiration of this EULA. Without prejudice to any other rights, either Party may terminate the license granted pursuant to Article I of this EULA (a) upon termination of the Network System and Services Agreement, (b) if the other Party fails to cure any material breach of this EULA within thirty (30) days after written notice of such breach, including without limitation Customer's failure to pay any amounts required pursuant to this Article II, (c) or if Customer is no longer receiving Licensed Software Maintenance Services from Tantalus or its Affiliates. Notwithstanding the above, Tantalus may terminate this EULA and the license granted pursuant to Article I of this EULA (I) immediately upon any breach of Article I of this EULA; (II) if Customer ceases operation without a successor; (III) in order to comply with applicable laws, regulations, or requests of governmental entities, including U.S. and Canadian economic sanctions laws, regulations, and requirements, and applicable foreign import and export controls; or (IV) if Customer seeks protection under any bankruptcy, receivership, trust deed,

creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Upon termination of the license granted pursuant to Article I of this EULA for any reason, Customer must discontinue use and destroy or return to Tantalus, at Tantalus' discretion, the Licensed Software and all of its documentation, and all copies thereof.

PRICING; PAYMENT. The price for the Licensed Software Maintenance Services and, unless otherwise provided in the NSSA, the Licensed Software are set forth in Addendum A-2.

Tantalus shall invoice Customer for the Licensed Software Maintenance Services and, unless otherwise provided in the NSSA, the Licensed Software in accordance with the terms and frequency set forth in Addendum A-1. Customer shall pay the fees in accordance with the terms of this EULA (including, Addendum A-1 and Addendum A-2).

Tantalus may, in its sole discretion, revise the prices applicable to Licensed Software Maintenance Services and/or the Licensed Software upon thirty (30) days prior written notice to Customer, by the greater of (i) the immediately preceding year's percentage increase in the Consumer Price Index For All Urban Customers, All Cities Average, All Items ("CPI-U") or (ii) three and a half percent (3.5%) per year. Tantalus' annual quotation for Licensed Software Maintenance Services in the following year shall be deemed notice under this Section. Notwithstanding the foregoing, the price of any Licensed Software Maintenance Services shall be covered by Purchase Orders issued by the Customer, and which Purchase Orders are confirmed and accepted by Tantalus will not be changed for such Purchase Orders issued and accepted as of the effective date.

Licensee shall not offset, set off or deduct any payment due against this EULA or any other agreement between the Parties.

NOTICES. All notices under this EULA must be made in writing and shall be deemed properly delivered when: (a) delivered personally, (b) sent by e-mail to the address below, delivery confirmation required, or (c) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth below, or (d) sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Notices shall be effective upon receipt. Communications must be addressed to the Parties as indicated in the signature block below. Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a Party hereto will not be unreasonably delayed, withheld or withdrawn by it. Either Party may change the address for service by giving 15

days' advance written notice to the other Party.

ENTIRE AGREEMENT. This EULA and the NSSA constitute the entire agreement between the Parties with respect to the subject matter hereof. Should any provision of this EULA be held invalid, illegal or unenforceable for any reason, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this EULA shall in no way be affected and shall remain valid and enforceable for all purposes. No modifications of this EULA will be effective unless set forth in writing signed by both Parties.

ADDENDUM. Addendum A-1 Licensed Software Maintenance Services attached to this EULA is incorporated by reference and shall be considered a part of this EULA.

GOVERNING LAW AND VENUE. This EULA shall be governed and construed in accordance with the laws of the State of Delaware (without giving effect to its conflict of laws provisions which would lead to the application of the laws of another jurisdiction). If either Party employs attorneys to enforce any rights arising out of or relating to this EULA, the prevailing Party shall be entitled to recover actual, reasonable attorneys' fees. Except to the extent necessary to obtain jurisdiction over a third party, any legal action, suit or proceeding arising out of this Agreement shall be brought exclusively in the United States District Court for the Eastern District of North Carolina and each Party irrevocably accepts and submits to the exclusive jurisdiction of the United States District Court for the Eastern District of North Carolina, and unconditionally, and knowingly waives a trial by jury in any such suit, action or proceeding. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this EULA.

SUCCESSORS AND ASSIGNS. Neither Party may assign this EULA or any rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that either Party may assign this EULA without consent (i) to an Affiliate, or (ii) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of such Party's assets, so long as the assignee agrees in writing to be bound by the terms of this EULA, and in the case of Licensee, the assignee is not a competitor of Tantalus, and any attempted assignment in contravention with the foregoing shall be void. The rights and obligations of the Parties will inure to the benefit of, will be binding upon, and will be enforceable by the Parties and their permitted successors.

NON-WAIVER. A waiver of any claim, demand or right based on the breach of any provision of this EULA shall not be construed as a waiver of any other claim, demand or

right based on a subsequent breach of the same or any other provision.

COUNTERPARTS. This EULA may be executed and delivered by facsimile or electronic signature and the Parties agree that such facsimile execution or electronic signature and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile or electronic

signatures (including by PDF) as evidence of the execution and delivery of this EULA by all Parties to the same extent that an original signature could be used.

Addendum A-1 Licensed Software Maintenance Services and Addendum A-2 Licensed Software Maintenance Services Fees as attached to this EULA are incorporated by reference and shall be considered a part of this EULA.

IN WITNESS WHEREOF, the Parties have caused this EULA to be duly executed by their duly authorized Representatives as of the date and year set out in page 1.

Tantalus Systems Corp.

Indianola Municipal Utilities

By: _____

Name: Param Pawar

Title: VP, Finance

By: _____

Name: _____

Title: _____

Address for Notices:

If to Tantalus:

Peter A. Londa, President & CEO
Tantalus Systems Inc..
1130 Situs Court, Suite 230
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

With copy to:
Michael Grandis, Chief Legal & Administrative Officer
Tantalus Systems Inc.
140 Rowayton Avenue, 2nd Floor
Norwalk, Connecticut 06853
E-mail: mgrandis@tantalus.com

If to Customer:

Mike Metcalf, Electric Director
Indianola Municipal Utilities
210 West 2nd Ave.
Indianola, IA 50125
Facsimile: N/A
E-mail: mmetcalf@indianola.com

LICENSED SOFTWARE MAINTENANCE SERVICES ADDENDUM A-1

This is Addendum A-1 to the End User License Agreement.

Under the terms of this Addendum, Customer shall purchase, and Tantalus shall provide Licensed Software Maintenance Services subject to the terms and conditions set out in this Addendum A-1.

SERVICES. Subject to payment of the annual subscription fee for such services as set out below and the other terms and conditions of this Addendum A-1, Tantalus shall provide to Customer such updates that are necessary and/or intended to maintain or improve the performance and efficiency of the Customer's existing system (the "**Updates**"), as Tantalus makes generally available to its customers, for the Licensed Software that is the subject of, and as defined in, the EULA (the "**Licensed Software Maintenance Services**"). Such Updates shall form part of the Licensed Software licensed in accordance with and subject to the terms of the EULA. Updates are performed by Tantalus technical support personnel pursuant to [Exhibit B – Addendum B-1 - Technical Support Services](#) at no additional cost to Customer and Customer agrees to cooperate, if required, in the implementation and scheduling of such Updates.

For the avoidance of doubt, new and/or optional features, upgrades and enhanced functionalities that are not made generally available at no additional cost to all existing Tantalus customers (collectively, "**Upgrades**") may require Customer to incur additional fee(s), including without limitation, additional deployment service and project management fees, third-party licensing and related fees, licensing and recurring annual fees for Licensed Software Maintenance Services fees to the extent not provided as "Services" under the NSSA (collectively, "**Additional Services**"). Additional Services will be priced pursuant to Tantalus' then current price list and quoted by Tantalus, as applicable, upon receipt of a written request from Customer.

SUBSCRIPTION AND ANNUAL SUBSCRIPTION FEES. Tantalus shall invoice Customer in advance on an annual basis for Licensed Software Maintenance Services. The first invoice will be pro-rated for the period from 12 months from the date of first use of Licensed Software ("Start Date") to January 1st of the following year and then it will be based on a January 1 to December 31 time frame. Such fees shall be determined by and adjusted by Tantalus from time to time in accordance with the EULA. Customer shall pay to Tantalus the then current applicable annual subscription fee for such Licensed Software Maintenance Services within thirty (30) days of Customer's receipt of an invoice for such annual subscription fee. Any payments outstanding for more than ninety (90) days from date of invoice will be considered a breach under the EULA. In the event of a breach, Tantalus shall have no obligation to provide the Licensed Software Maintenance Services to Customer during such period and any guarantees set forth in this EULA shall be deemed null, void and of no effect until Customer cures all breach amounts. In order to cure such breach, Customer may request that Tantalus re-commence provision of Licensed Software Maintenance Services by (a) issuing an appropriate purchase order to Tantalus, and (b) paying to Tantalus, within thirty (30) days of Customer's receipt of an invoice for such annual subscription fees from Tantalus, the then current

applicable annual subscription fee for such Licensed Software Maintenance Services, and all applicable annual subscription fees for the period of time during which the Customer was in breach (the "**Back-Dated Subscription Fees**"), plus an additional 50% of the Back-Dated Subscription Fees (which the Parties agree additional amounts for the Back-Dated Subscription Fees represent a reasonable estimate of the anticipated harm to Tantalus and is not intended to be a penalty or punitive).

CUSTOMER RESPONSIBILITIES. Customer shall maintain up- to-date and valid backup copies of its systems and data for recovery purposes. Customer acknowledges and agrees that Tantalus' ability to restore systems is limited to the extent that such systems have up-to- date and valid backup copies, including, without limitation, in accordance with procedures provided by Tantalus. Customer is responsible for protecting from loss, damage, destruction, unauthorized access or use of all hardware and software (including materials, data, specifications, tapes and programs) provided by Tantalus. The replacement of any such products lost, damaged or destroyed shall be at Customer's sole expense. Customer shall provide to Tantalus all necessary information, support and cooperation as is necessary for the performance of the Licensed Software Maintenance Services under this Addendum. Without limiting the generality of the foregoing, Customer acknowledges and agrees that Tantalus requires, and Customer shall provide to Tantalus, secure and encrypted remote access to Customer's systems and servers as required and instructed by Tantalus, in Tantalus' discretion, to enable Tantalus to perform the Licensed Software Maintenance Services under this Addendum. Such instructions provided by Tantalus may include, without limitation, the use of a secure shell (ssh) or equivalent in accordance with Tantalus' security framework. If Customer requires Tantalus to utilize an alternative secure and encrypted access mechanism other than that provided or instructed by Tantalus, Customer shall pay Tantalus such additional service and support fees that may apply. Customer shall comply with the EULA terms, including, without limitation, the "Restrictions on Use" set out therein, failing which Tantalus shall have no obligation to provide the services described in this Addendum.

TERMINATION. Without prejudice to any other rights, Tantalus may cancel the Licensed Software Maintenance Services if Customer does not abide by the terms and conditions of this Addendum.

**LICENSE SOFTWARE MAINTENANCE SERVICES FEES
ADDENDUM A-2**

TRUConnect™ AMI - Licensed Software Maintenance Services - (Starting Year 2 of Deployment)		Quantity	Unit Price	Ext. Price
	TRUConnect Annual Maintenance	1	\$ 29,461.95	\$ 29,461.95
	<i>Additional products / features added to the system may increase support costs.</i>			
TRUConnect™ Annual Maintenance Fees - Starting Year 2 - Subtotal				\$ 29,461.95

Pricing Notes & Assumptions:

- All fees are in US dollars.
- All prices/service fees exclude applicable taxes.
- Additional Services (as defined in Addendum A-1 to the EULA) will be priced pursuant to Tantalus' then-current price list and quoted by Tantalus, as applicable, upon receipt of a written request from Customer. In the event of such changes, the price for annual Licensed Software Maintenance Services is subject to increase.
- Unless otherwise specifically set forth in writing upon mutual agreement of all Parties, the pricing above does not include any costs associated with Third-Party Products.

EXHIBIT B
SERVICES

ADDENDUM B-1 TECHNICAL SUPPORT SERVICES

1. **Technical Support.** Customer shall purchase from Tantalus, and Tantalus shall provide to Customer, the Standard level Technical Support Services described herein for Network Equipment “**Technical Support**”. For greater certainty, Technical Support Services do not include in or out of warranty repairs or hardware or software upgrades for Network Equipment. Technical Support Services shall commence (12) months from the earlier of the date of shipment of the server, start of hosting or spin-up of virtual server, as applicable, whichever occurs first (“**Start Date**”).

Optional: ☐ **Premium Level Technical Support Services**

[Check here if elected by Customer]

2. **Price or Plan Changes.** Tantalus may in its sole discretion, modify the: (1) *Technical Support Services plans* outlined in this Addendum B-1 and (2) *Technical Support Services Fees* as outlined in Exhibit C on written notice to Customer provided at least thirty (30) days prior to the expiry of the then current Term. For the avoidance of doubt, Tantalus’ annual quotation for Technical Support Services in the following year shall be deemed notice under this Section.

3. **Support Change Acknowledgement.** In the event that Customer elects to change its Technical Support Services plan level from standard to premium or vice versa at any time after the Effective Date of this Agreement, Customer shall execute and deliver to Tantalus an acknowledgement of such election and the corresponding pricing associated therewith in a form acceptable to Tantalus. The level of Technical Support Services (and the corresponding fees associated with such Technical Support Services) shall not be adjusted by Tantalus until it has received such acknowledgement from Customer (“**Support Change Acknowledgement**”).

4. **On-Site Support.** Within this Agreement, Tantalus Technical Support is email and telephone based. On-site technical support, and other support services not described herein, may be provided, and will be billed outside the pricing scope of this Agreement, including reasonable travel and living expenses for on-site Tantalus personnel. Any out-of-scope services provided shall, be subject to the terms of the Agreement.

5. **Customer Obligations.** Customer agrees:

- (a) that prior to requesting Technical Support, Customer will perform all diagnostics and follow the information provided by Tantalus to try and resolve any Network Equipment problems prior to contacting Technical Support;
- (b) that in order to have continuity in Technical Support, Customer will (i) designate, in writing, a minimum of two (2) personnel who have received full training from Tantalus in the operation of the Network Equipment (the “**Network Equipment Operators**”) and (ii) ensure that the Network Equipment Operators are the only individuals that request Technical Support;
- (c) to install and maintain network servers and other infrastructure, including any software upgrades as may be recommended by Tantalus from time to time, consistent with the applicable Specifications and Standards;
- (d) to safeguard all data during any maintenance; and
- (e) to install and maintain a robust and secure virtual private network (VPN) and/or secure shell connection (SSH) to the network servers to allow network server maintenance, performance monitoring and upgrades as may be required.

Table B-1 – Technical Support Plan Levels

STANDARD ¹	PREMIUM ²
Standard Level Service Includes: Technical Support 7:00 AM – 7:00 PM, 5 days per week excluding U.S.A. and Canadian holidays (as applicable)	Premium Level Service Includes: Technical Support 7:00 AM – 9:00 PM, 7 days per week excluding U.S.A. and Canadian holidays (as applicable) Response to queries within 4 hours of initial contact. 7 x 24 Extended Customer Support based on exception-based monitoring* *Exception Based Monitoring is defined as alarms related to the head end server and/or base stations.
Consolidated Invoices	Consolidated Invoices
Quarterly Training Sessions	Quarterly Training Sessions
Tantalus Community Access	Tantalus Community Access
	Annual Users Conference - Admission for 2
	Priority email premiumsupport@tantalus.com - Response in 4 hours
	Priority Support Line
	Online Technical Support Chat
	Annual Certification Training - Tantalus University™ - Admission for 2
	Custom Billing Exports - Includes annual support
	48-hour Part Replacement - M-F (excluding U.S.A. and Canadian holidays), cutoff by 3:00 PM
	Advance RMA replacements - Shipment within 48 hours after reported issue
	Remote System Health Check - Annual investigation with reported customer action plan - WAN Assessment - LAN Assessment - Dashboard Health Check
	Assigned Project Manager (PM)

¹ Standard level technical support is required for all Customers.

² Premium level technical support is available for an additional fee.

Individual features of each plan are as described below:

STANDARD TECHNICAL SUPPORT

Standard Level – Technical support 7:00 AM – 7:00 PM, 5 days per week excluding U.S.A. and Canadian holidays (as applicable).

Premium Level - Technical Support 7:00 AM – 9:00 PM, 7 days per week excluding U.S.A. and Canadian holidays (as applicable). Response to queries within 4 hours of initial contact. 7 x 24 Extended Customer Support based on exception-based monitoring*

*Exception Based Monitoring is defined as alarms related to head end server and/or base station issues.

CONSOLIDATED INVOICES

Consolidated invoices for annual Licensed Software Maintenance, Technical Support and hosting (as applicable).

QUARTERLY TRAINING SESSIONS

Remote Training

The training sessions are flexible and can be broken up into multiple sessions, depending on the required participants. These remote training sessions are designed as 60 - 90-minute web-based discussion groups, held once per quarter based upon the subject matter generated at Tantalus' Annual Users Conference. Recorded non-certification training sessions and webinars are made available in the Tantalus Community.

TANTALUS COMMUNITY ACCESS

Tantalus Community is an online resource created for our utility customers. It provides a wealth of resources that enable you to get the most out of your investment in Tantalus and helps you better serve your

own communities.

Tantalus Community includes the following:

- Tools to track the status of current and previous equipment orders and enter and track Return Material Authorization ("RMA") orders for Tantalus equipment.
- A library containing operational manuals, product manuals, release notes, provides technical product documentation, installation guides, recorded training sessions and webinars.
- A knowledge-based forum for open discussion of current issues in the deployment and concerns of the project team.
- An issue creator allows the Customer to create feature requests and other issues for the Tantalus project team in the event that the issue is not already covered in the standard system documentation. Once created, issues are evaluated, resourced, and reported based on resource availability.

Routine Documentation Updates

Operations manuals, product manuals, release notes, installation guides and other applicable system documentation is available in the Tantalus Community.

STANDARD TECHNICAL SUPPORT CONTACT INFORMATION

For non-urgent issues, please email:

Standard Support Email Address - tantalustechsupport@tantalus.com

NOTE: THE FOLLOWING TECHNICAL SUPPORT FEATURES ARE INCLUDED WITH THE PURCHASE OF PREMIUM SUPPORT PACKAGE.

ANNUAL TANTALUS USERS CONFERENCE

With the purchase of a Premium package, the Customer receives admission for two (2) representatives to the annual Tantalus Users Conference ("TUC").

The annual TUC provides an excellent opportunity for the community to gather for education, sharing, networking, and social events. The TUC is a knowledge-driven event with heavy focus on the customer experience, technical training, and collaboration with Tantalus, utility peers, and our extensive network of partners.

*Admission includes the cost of registration for two (2) representatives only. Travel and living expenses are not included and are the responsibility of Customer. Customers with Standard packages will be responsible for costs associated with attendance, separate and apart from this Agreement.

DESIGNATED PRIORITY SUPPORT CONTACTS

With purchase of a Premium package, Customer will receive:

- A priority email address which directs email messages to the Customer Operations team during non-core business hours, thereby allowing the issue being reported to receive attention prior to the start of the next business day. During normal business hours, response is provided within 4 hours.
- Direct access to Tantalus' Customer Operations team for placing high priority calls during non-core business hours. Upon receipt of such calls, Tantalus staff will take action, either by solving the problem directly, or by contacting other expert individuals to assist depending on the nature of the call.

Tantalus will apply commercially reasonable efforts to promptly deliver the described services in a professional and workman-like manner and in accordance with recognized commercial practices and standards. The promptness and utility of our response may vary from time-to-time,

depending upon the accuracy and completeness of the information provided, our ability to reproduce the problem, the scope of work required to address an issue, and the volume of support service traffic at the time.

ONLINE TECHNICAL SUPPORT CHAT

Premium Customers will be able to access Tantalus' Online Technical Support Chat ("Live Chat") to have a personalized one-on-one, real time, text-based interactive conversation with a Tantalus Customer Service representative.

- Live Chat is available through Tantalus Community and will be queued on a first come- first-serve basis.
- Hours of operation - 8:00 am to 5:00 pm, Monday – Friday, excluding U.S.A. and Canadian holidays.

ANNUAL CERTIFICATION TRAINING

With purchase of a Premium package, Customer receives admission for two (2) Tantalus Users to attend Tantalus University™. This comprehensive training and certification series is designed to provide a full range of advanced training opportunities to Tantalus Users across all departments and roles. Please see <https://tantalus.com/training/> for more detail.

*Admission includes the cost of registration for two (2) representatives only. Travel and living expenses are not included and are the responsibility of Customer. Customers with Standard packages will be responsible for costs associated with attendance, separate and apart from this Agreement.

CUSTOM BILLING EXPORTS

With purchase of a Premium package, Customer has access to a billing function that summarizes meter data and presents it directly to Customer's billing or CIS system.

Insight can be used to bill utility customers based on end of day readings, interval readings, for both single- phase and poly-phase meters.

Includes customized extraction scripts of Customer data from the database and maintenance.

48 HOUR PART REPLACEMENT

Applicable to non-warranty parts, excluding base stations/head end servers, during the times listed below. Only includes the cost associated with outgoing expedited shipping of component. Does not include the cost of material or shipping charges incurred by Customer.

Monday – Friday (excluding U.S.A. and Canadian holidays), cutoff by 3:00 pm. Shipment within 48 hours after reported issue.

ADVANCE RMA REPLACEMENTS

Most endpoint devices have a unique Network ID ("NID") in a bar code on each unit. You can use the Tantalus Community to request an RMA for any of these devices (TCs, RTs, LMs, XRs, etc.). The Tantalus

Community will help you through the process of submitting your request.

Inquiries about equipment that does not have a NID should be directed to your Project Manager.

With the purchase of a Premium package, equipment repairs conducted under the applicable equipment warranty will include advance replacement of the failed components, if such components are available in Tantalus inventory, to afford greater responsiveness to the Customer. Otherwise, Tantalus will require the failed component be received prior to shipping a replacement under warranty. Where advance replacement is provided for failed components under warranty, Customer must return the failed component, within 30 days of shipment of advance replacement, freight prepaid by Customer to Tantalus at its designated depot, together with Tantalus' return material authorization number ("RMA") and completed on-line problem sheet. Where advance replaced failed components are not returned by Customer within 30 days, Tantalus will invoice Customer for the price of the advance replaced component supplied and Customer hereby agrees to make payment to Tantalus within 30 days of the invoice date.

REMOTE SYSTEM HEALTH CHECK

With purchase of a Premium package, Customer receives:

- Annual investigation with reported customer action plan
- WAN Assessment
- LAN Assessment
- Dashboard Health Check

A remote system health check provides a summarized report identifying Customer actions that need to be performed in order to improve system performance.

ASSIGNED PROJECT MANAGER

With purchase of a Premium package, Tantalus will assign a specific Project Manager to the Customer's project.

PREMIUM TECHNICAL SUPPORT CONTACT INFORMATION

If you have an URGENT issue, call: +1-877-886-3848

If you have an URGENT issue, call:

+1-877-886-3849

For non-urgent issues, please email:

Premium Support Email Address: - premiumsupport@tantalus.com

**ADDENDUM B-2
INSTALLATION SERVICES**

N/A

EXHIBIT C

PRICING

Indianola Municipal Utilities Full Deployment			
NETWORK EQUIPMENT			
TRUConnect™ Network Infrastructure	Quantity	Unit Price	Ext. Price
RT-4220 TRUSense Fiber Gateway	53	\$ 563.00	\$ 29,839.00
TR-1901 TRUConnect Repeater - Pole Mounted (Water Only Area)	18	\$ 349.04	\$ 6,282.72
DT-116 Centron Reset Key	1	\$ 39.68	\$ 39.68
DT-410-BUN Programming Kit	1	\$ 2,600.00	\$ 2,600.00
TRUConnect™ Network Infrastructure Sub Total			\$ 38,761.40
TRUConnect™ Edge (Communications Modules)	Quantity	Unit Price	Ext. Price
TC-1216 Tantalus Single Phase Module - Itron	103	\$ 72.00	\$ 7,416.00
TC-1220RD Tantalus Single Phase Remote Disconnect Module - Itron	6949	\$ 77.00	\$ 535,073.00
PP-1320 Tantalus Poly Phase Module - Itron CP3	251	\$ 206.00	\$ 51,706.00
TRUConnect™ Edge (Communication Modules) Sub Total			\$ 594,195.00
TRUConnect™ AMI - Server & Software	Quantity	Unit Price	Ext. Price
VSL-200 TRUConnect Virtualization License	1	\$ 11,000.00	\$ 11,000.00
TCC-2005 TRUConnect Insight Head End Software	1	\$ 56,925.00	\$ 56,925.00
NSE-201 TRUConnect Software License - per Endpoint	7303	\$ 4.05	\$ 29,577.15
TXG-SW01 TRUSense Gateway Head End License	53	\$ 60.00	\$ 3,180.00
NSE-420 TRUScan - Itron Water ERT Reading - One Time	6240	\$ 2.00	\$ 12,480.00
TAL-601-1 TRUConnect Application License - Consumption Alarms	1	\$ 3,750.00	\$ 3,750.00
TRUConnect™ AMI - Server & Software			\$ 116,912.15
TRUConnect™ AMI Initial Deployment Services	Quantity	Unit Price	Ext. Price
SV-1000 Deployment Services	1	\$ 79,530.00	\$ 79,530.00
-Project engineering, training, project mgt, system design, deployment prep			
-Database configuration, set up, and commissioning.			
-Billing integration.			
-Travel and Travel Expenses included.			
TRUConnect™ AMI Initial Deployment Services			\$ 79,530.00
TRUConnect Equipment and Services - Grand Total			\$ 829,398.55

TRUConnect™ AMI - Annual Technical Support Fees (Starting Year 2 of Deployment)	Quantity	Unit Price	Ext. Price
SL-2001 TRUConnect Technical Support - Standard	1	\$ 10,400.00	\$ 10,400.00
Additional products / features added to the system may increase support costs.			
Premium Level Support is available for an additional fee.			
TRUConnect™ Annual - Technical Support Fees - Starting Year 2			\$ 10,400.00

Pricing Notes & Assumptions:

- All fees are in US dollars.
- All prices/service fees exclude applicable taxes, tariffs, duties and surcharges (including those

imposed on Tantalus).

- All transportation, shipping and related insurance will be invoiced to Customer for reimbursement to Tantalus at cost.

- Initial Deployment Services are billed on milestones. In the event that additional days are necessary for the Initial Deployment Services, including without limitation, due to Customer electing Additional Services or an Excusing Event, Customer will be billed at the rate of \$1,800 per day, subject to Customer's prior written approval of any such additional charges.
- The prices set forth for the products and quantities above are fixed based on the following assumptions and understandings:
 - This Exhibit C - Pricing serves as an authorized Purchase Order as outlined below.
 - Initial Deployment Services (SV-1000) are completed within thirteen (13) months of the Effective Date. Tantalus' pricing is subject to due diligence, Final Network System Design

and Plan, finalization of work scope, and project schedule.

- Purchase Order is received on or before April 30, 2026 and Network Equipment is shipped on or before December 31, 2026.
- Pricing assumes there are no changes or additions to other system factors, including without limitation, location data, deployed meter quantities, software licenses, features and functionalities, server hardware/platforms.
- Except as expressly set forth on Exhibit D and unless otherwise specifically set forth in writing upon mutual agreement of all Parties, the pricing above does not include any costs associated with Third-Party Products.

Exhibit as Purchase Order. Signature below shall constitute submission by the Customer and acceptance by Tantalus of this Exhibit as an authorized Purchase Order for the equipment and services listed hereon, subject to the terms and conditions of the Agreement. The Purchase Order may not be modified, added to or rescinded except through mutual agreement and acceptance in writing by both Parties.

Tantalus Systems Inc.

By: _____
 Name: Param Pawar
 Title: VP, Finance

Indianola Municipal Utilities

By: _____
 Name: _____
 Title: _____

EXHIBIT D
THIRD-PARTY PRODUCTS

If applicable, Tantalus may host the Licensed Software using its own infrastructure or it may engage a third-party hosted services provider to host the Licensed Software on its behalf. In the event hosting is provided through a third-party provider, Tantalus may choose to migrate to another third-party provider at any time as long as equivalent services are provided.

Services relating to the installation, deployment and configuration of any Network Equipment, other than Initial Deployment Services purchased pursuant to the Agreement, shall be the responsibility of Customer unless otherwise mutually agreed in writing by the Parties.

For the avoidance of doubt, electric, water or gas meters are Third-Party Products. Customer's purchase of any such meters shall be subject to the terms and conditions of the third-party manufacturer (including, without limitation, any terms relating to pricing, quantity and warranty). Tantalus does not guarantee the pricing or any other terms and conditions relating to such meters and any agreement pursuant to which Tantalus passes through terms and conditions relating to Third-Party Products shall be as mutually agreed in writing by the Parties.

EXHIBIT E

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Non-Disclosure and Confidentiality Agreement (this “**Agreement**”) is made and entered into as of _____ (the “**Effective Date**”) between Tantalus Systems Inc., a Delaware corporation are corporation with a primary business address of 1130 Situs Court, Suite 230, Raleigh, NC 27606 (“**Tantalus**”) on behalf of itself and its Affiliates, and Indianola Municipal Utilities, a Iowa municipal utility, with a primary business address of 210 West 2nd Ave., Indianola, IA 50125 (“**Company**”). Tantalus and Company shall be collectively referred to herein as the “**Parties**” and each individually as a “**Party**”. The Parties acknowledge that Tantalus and Company have entered into, or wish to enter into, a business relationship (the “**Business Relationship**”) and that in the course of past, present and/or future dealings between the Parties relating to the Business Relationship or otherwise, the Parties have disclosed and/or may disclose their respective Confidential Information (as defined below) to the other Party. This Agreement is intended to allow the Parties to have open communications during the course of the business dealings contemplated by the Business Relationship, while protecting their respective Confidential Information (including Confidential Information previously disclosed by either Party to the other Party) against unauthorized use or disclosure.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

1. Confidential Information. As used in this Agreement, the term “**Confidential Information**” means all information, whether or not reduced to writing, related to the Business Relationship or to the business of either Party or its Affiliates (as defined below) that (a) is provided or made available by one Party or its Affiliates or Representatives (as defined below) (the “**Disclosing Party**”) to the other Party (the “**Recipient**”) or observed by the Recipient in connection with the Business Relationship, in any form and at any time (whether prior or subsequent to the Effective Date), and (b) is either identified as “confidential” (or with other similar designation(s)) by the Disclosing Party, or would or should reasonably be understood by the Recipient to be confidential given the nature of the information and/or the circumstances under which such information was disclosed. Confidential Information includes but is not limited to data (technical and non-technical), formulas, patterns, compilations (including compilations of customer information), programs (including models), devices, methods (including design methods), techniques, drawings (including equipment drawings), processes, financial information (including sales forecasts), pricing, lists of actual or potential customers or suppliers (including identifying information about those customers), operational information, planning or strategy information, research and development information, information about existing and future products, and information about

personnel matters of the Disclosing Party. The Parties further acknowledge and agree that the scope of the Business Relationship, performance thereof, and all discussions between the Parties and information relating thereto, constitute Confidential Information. “**Representatives**” means the directors, officers, employees, agents, consultants, legal counsel, accountants and financial advisors of a Party to this Agreement. An “**Affiliate**” of a Party means any legal entity that such Party owns, is owned by, or is under common control with such Party. For purposes of the foregoing definition of “Affiliate”, the terms “control” and “own” mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

2. Exclusions. For purposes of this Agreement, other than with respect to personal data or other legally protected information, “Confidential Information” does not include any data or information which: (a) is or becomes generally available to the public other than by the fault of the Recipient, or by a third party that has a duty of confidentiality to the Disclosing Party with respect to the disclosed information or is otherwise prohibited from transmitting that information by a contractual, legal or other obligation; (b) is or becomes available to the Recipient on a non-confidential basis from a source other than Disclosing Party, provided that the source does not at the time of disclosure have a duty of confidentiality to the Disclosing Party with respect to the disclosed information or is not otherwise prohibited from disclosing that information by a contractual, legal or other obligation; (c) the Recipient can demonstrate by written records was, prior to its receipt from Disclosing Party, known to it at the time of disclosure; (d) is independently developed by the Recipient without use of or reliance on, directly or indirectly, Confidential Information of the Disclosing Party, as demonstrated from the written records of the Recipient; or (e) is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency, or otherwise required to be disclosed by law; provided however that any information required to be disclosed under this Section 2(e) shall be subject to Section 4 below.

3. Protection of Confidential Information. Each of the Parties hereto, its Affiliates and its Representatives (a) must use the same care and discretion as it employs with its own confidential and proprietary information of a similar nature (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the Confidential Information of the Disclosing Party, and (b) must not use the Confidential Information of the Disclosing Party except to further the Business Relationship or as otherwise specifically authorized in writing by the Disclosing Party.

Under no circumstances, except as expressly set forth below, shall the Recipient reproduce, distribute, transfer, disclose or otherwise provide or make available, directly or indirectly, any Confidential Information of Disclosing Party to any third party other than as permitted under Section 4 below, without the prior written consent of the Disclosing Party. Each Party understands that in addition to its obligations to the other Party under this Agreement, it may not use any Confidential Information of the Disclosing Party or permit the Disclosing Party's Confidential Information to be used by any person or entity, for its or their own benefit or to the detriment of the Disclosing Party, or in violation of any federal or state laws, including securities laws governing insider trading. Each Party understands and will inform its Representatives that such laws prohibit any person, directly or indirectly, from buying or selling securities of any company while in possession of material non-public information regarding that company (including without limitation, the other Party). Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. This Section 3 survives termination.

4. Permitted and Compelled Disclosures. Recipient may disclose the Confidential Information of the Disclosing Party only to its Affiliates or Representatives who are directly involved in performing or evaluating the Business Relationship, who have a specific need to know such information, and who are obligated to hold the information in confidence and otherwise to comply with the terms of this Agreement. The Recipient agrees to instruct each of its Affiliates and Representatives to maintain the confidentiality of all of the Confidential Information and shall be liable for any unauthorized disclosures of Confidential Information or other breach of this Agreement by Recipients' Representatives authorized by Recipient to receive the information. If the Recipient is required to produce or disclose the Disclosing Party's Confidential Information by law, court order or governmental authority, the Recipient must promptly notify the Disclosing Party of that obligation. The Recipient shall not produce or disclose any such Confidential Information until the Disclosing Party has (a) requested protection from the court or other legal or governmental authority issuing the process (with the reasonable assistance of the Recipient at the Disclosing Party's expense) and the request has been denied, (b) consented in writing to the production or disclosure of such Confidential Information, or (c) taken no action to protect its interest in the Confidential Information within ten (10) business days (or such shorter period required by order of a court or other legal or governmental authority) after receipt of notice from the Recipient of the obligation to produce or disclose. Notwithstanding the foregoing, the Recipient shall only disclose such portion of the Disclosing Party's Confidential Information which the Recipient is advised by

counsel is required to be disclosed in order for the Recipient to comply with legal obligation.

5. Return of Confidential Information. Within ten (10) business days following the Recipient's receipt of a written request from the Disclosing Party, the Recipient must (a) return to the Disclosing Party, or at the Disclosing Party's election destroy, all tangible materials containing or embodying the Confidential Information in its possession, custody or control; and (b) securely erase all electronic materials containing or embodying the Confidential Information but shall not be otherwise required to erase, expunge or destroy any electronic copies of Confidential Information created as a result of the Recipient's standard back-up policies and procedures for the retention of information in an electronic format, and certify the same to the Disclosing Party in writing. Notwithstanding the foregoing delivery requirement, the Recipient may destroy any notes, analyses or reports generated by the Recipient to the extent any such notes, analyses or reports contain Confidential Information, and the Recipient shall certify such destruction within such ten (10) business day period.

6. Rights and Ownership of Confidential Information. Recipient acknowledges and agrees that as between the Parties, any Confidential Information is the sole and exclusive property of the Disclosing Party. Except as expressly herein provided, this Agreement shall not be construed as granting or conferring to either Party, either expressly or impliedly, any rights, licenses or interests in or with respect to any Confidential Information of the other Party, including any intellectual property or ownership rights. This Agreement shall also not create any exclusive business relationship or other rights or obligations between the Parties, nor require the Parties to enter into any other definitive business agreement. This Section 6 survives termination.

7. Competitive Information. Each of the Parties acknowledges and understands that the other Party may currently or in the future market or have under development products or services which are competitive with products or services now offered or which may be offered by the other Party, and, except as expressly set forth in this Agreement, the Parties' communications hereunder will not serve to impair the right of either Party to develop, make, use, procure or market products or services now or in the future which may be competitive with those offered by the other Party, nor require either Party to disclose any planning or other information to the other Party, provided that in no event may either Party use the Confidential Information of the other Party in pursuit thereof.

8. Term and Survival. The term of this Agreement shall commence on the Effective Date and shall expire upon termination of the Network System and Services Agreement. Notwithstanding anything to the contrary herein, unless otherwise stated in a Section that survives termination, each

Party's rights and obligations under this Agreement shall survive any expiration or termination of this Agreement for a period of five (5) years from the date of such expiration or termination, even after the return or destruction of Confidential Information by the Recipient, provided that with respect to Confidential Information that constitutes a trade secret under applicable law, such rights and obligations will survive until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.

9. Warranties. The Disclosing Party represents that if the Confidential Information disclosed hereunder contains confidential or proprietary information of any third party, such third party has authorized the disclosure of such information pursuant to the terms hereof. No other warranties of any kind are made with respect to any information disclosed under this Agreement.

10. Notices. All notices under this Agreement must be made in writing and shall be deemed properly delivered when: (a) delivered personally, (b) sent by e-mail to the address below, delivery confirmation required, or (c) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth in the signature block below. Notices shall be effective upon receipt. Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a Party hereto will not be unreasonably delayed, withheld or withdrawn by it. Either Party may change the address for service by giving 15 days' advance written notice to the other Party.

11. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties on the subject matter hereof, and supersedes and invalidates all other commitments, representations, warranties, conditions and understanding relating to the subject matter hereof.

12. Severability. Should any provision of this Agreement be held invalid, illegal or unenforceable for any reason, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes. No modifications of this Agreement will be effective unless set forth in writing signed by both Parties.

13. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware (without giving effect to its conflict of laws provisions which would lead to the application of the laws of another jurisdiction). If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement,

the prevailing Party shall be entitled to recover actual, reasonable attorneys' fees. Except to the extent necessary to obtain jurisdiction over a third party, any legal action, suit or proceeding arising out of this Agreement shall be brought exclusively in the United States District Court for the Eastern District of North Carolina and each Party irrevocably accepts and submits to the exclusive jurisdiction of the United States District Court for the Eastern District of North Carolina, and unconditionally and knowingly waives a trial by jury in any such suit, action or proceeding.

14. Successors and Assigns. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, and any attempted assignment in contravention with the foregoing shall be void. The rights and obligations of the Parties will inure to the benefit of, will be binding upon, and will be enforceable by the Parties and their permitted successors.

15. Non-Waiver. A waiver of any claim, demand or right based on the breach of any provision of this Agreement shall not be construed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision.

16. Injunctive Relief. The Recipient acknowledges and agrees that should it or any one of its Representatives threaten to breach or breach any provision of this Agreement, the Disclosing Party will suffer irreparable damages, and its remedy at law will be inadequate. Therefore, the Disclosing Party shall be entitled, in addition to all other remedies available to it at law or in equity, to seek equitable relief, including specific performance and injunctive relief, to enforce any provision hereof and to restrain the Recipient or its Representatives from using or disclosing, in whole or in part, directly or indirectly, any Confidential Information, without payment of a bond or other security.

17. Execution in Counterparts and by Facsimile. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. This Agreement may be executed and delivered electronically (including by PDF) or by facsimile and the Parties agree that such facsimile or electronic execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be use

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the Effective Date.

Tantalus Systems Inc.

Indianola Municipal Utilities

By: _____
Name: Param Pawar
Title: VP, Finance

By: _____
Name: _____
Title: _____

Address for Notices:

If to Tantalus:

Peter A. Londa, President & CEO
Tantalus Systems Inc.
1130 Situs Court, Suite 230
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

With copy to:
Michael Grandis, Chief Legal & Administrative Officer
Tantalus Systems Inc.
140 Rowayton Avenue, 2nd Floor
Norwalk, Connecticut 06853
E-mail: mgrandis@tantalus.com

If to Customer :

Mike Metcalf, Electric Director
Indianola Municipal Utilities
210 West 2nd Ave.
Indianola, IA 50125
Facsimile: N/A
E-mail: mmetcalf@indianola.com

EXHIBIT F
STATEMENT OF WORK

This Statement of Work ("**SOW**") is an attachment to that certain Network System and Services Agreement ("**NSSA**") dated as of _____ by and between **Tantulus Systems Inc. ("Tantulus")** and Indianola Municipal Utilities ("**Customer**"). Tantulus shall provide the services and deliverables set forth in, and pursuant to the terms of the Agreement and this SOW, including subsequent modifications thereto. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. In the event of a conflict between this SOW and the Agreement with respect to commercial terms, the terms and conditions of this SOW shall prevail. This SOW is effective as of the latest signature date below.

Date of SOW	
Duration of SOW	13 months from Project Kickoff
Service Type (s)	
Tantulus Project Name	
Customer PO# / Tantulus ORD #	

Project Contacts:	Name:	Phone:	Email:
Project Manager <i>Tantulus</i>			
IT and Project Manager <i>Customer</i>			

1. DESCRIPTION OF DELIVERABLES.

1.1. Oracle Hosted Server

The Tantulus TRUConnect Control Center (TCC) will be commissioned in the Tantulus Oracle cloud. Hosting services will be charged annually. Tantulus will take care of all data backup and monitoring of the hosted solution.

1.2. TRUConnect™ AMI System

1.2.1. Tantulus-enabled meters and infrastructure (Network Equipment)

Table 1: Network Equipment

QTY	PRODUCT

1.2.2. Access to TRUConnect™ Insight – Tantalus' user interface (includes TRUView®)

1.3. Integrated Billing

Customer billing information will be received from [CIS Vendor] via flat file.

Daily billing exports using Insight [DRE, CSV, CMEP, MultiSpeak or a combination as requested by Customer].

1.4. Training

Tantalus will provide Customer team members with a comprehensive overview of the Tantalus TRUConnect™ system, including its technology and operational concepts. Training is conducted as outlined below and utilizes Customer's TRUConnect network and equipment with an emphasis on role-based user proficiency to ensure Customer is ready to operate and maintain the system upon deployment completion with the continued support of Tantalus.

Table 2: Project Plan

Milestone Name	Target Date
Project Setup / Kickoff	
Server Setup	
Final System Design	
Software Integration	
Initial Training	
Infrastructure Installation Begins	
Meter Installation Begins	
Second Training	
Optimization	
Project Completion	

2.1. Project Setup/Kickoff

Project setup/kickoff includes setting up in the applicable Tantalus business systems, identifying key stakeholders, and establishing a weekly project touchpoint for all involved parties.

As part of the project setup/kickoff, Tantalus and Customer will mutually develop a Customer Dependencies / Responsibility Matrix identifying required inputs, ownership (Customer/Tantalus/third party), required-by dates, and any downstream interdependencies.

Table 2-1: Customer Dependencies / Responsibility Matrix

[Parties to develop and complete]

2.2. Server Setup

Tantalus will set up the TRUConnect Control Center (TCC) to be hosted in an Oracle Cloud environment. With the help of Customer IT, a VPN tunnel will be created to enable Customer access to the TCC/Insight User Interface.

2.3. Final System Design

Tantalus and the Customer will work collaboratively to develop a Final System Design specific to the Customer's deployment. A comprehensive system design will be performed by Tantalus based on data provided by Customer. This design will give proposed meter and infrastructure locations for optimal communication using [cellular] backhaul. The provided locations will be validated by Customer.

2.4. Software Integration

Tantalus will work with [CIS Vendor] to create a CIS export as well as an automated billing export. Any meter exchange files should be coordinated between [CIS Vendor] and Customer. *[Tantalus will work with [CIS

Vendor] and Customer to integrate TRUConnect/Insight via MultiSpeak with [CIS Vendor] MDM/OMS/GIS products.]

2.5. Initial Training

Initial training will be conducted onsite by Tantalus personnel. Training will include an overview of device programming and deployment, system configuration, and an in-depth review of navigating the Insight user interface. Customer will be responsible for ensuring all relevant personnel are present.

2.6. Second Training

Tantalus will arrange a second training with all relevant Customer personnel to review Insight and ensure users are comfortable navigating and leveraging the platform. Training may be held virtually.

2.7. Optimization

The Tantalus Project Manager will work with Customer to identify LANs that may benefit from reassociation, optimizing LAN links once all devices in an area have been installed. The Tantalus Project Manager will work with Customer to ensure user proficiency identifying any RF gaps, long links, or deep routing depths and how they can be addressed as part of ongoing operation and maintenance.

2.8. Project Completion

All project deliverables have been met (or are waived) and the Initial Deployment Services are complete. The Customer is transitioned to Tantalus Technical Support Services as described in the Agreement at the support level elected by Customer.

3. BILLABLE MILESTONES.

Fees for Initial Deployment Services (SV-1000) will be invoiced progressively upon completion of the milestones identified below, in accordance with the listed percentage allocations.

Table 3: Initial Deployment Services Milestones and Payments

#	Initial Deployment Services Milestones ("Billable Milestone(s)")	Percentage of SV-1000 Payment Due
1	Project Setup/kickoff	20%
2	Server Setup/Insight (HES) Installed	20%
3	Final Network Design Complete	10%
4	Initial Training Session	20%
5	System Integration	10%
6	Second Training	10%
7	Optimization	5%
8	Project Complete	5%

3.1. Acknowledgement of Milestone Completion; Dispute Resolution

3.1.1. Customer Acceptance. As a condition to invoicing each Billable Milestone, Tantalus will notify Customer in writing (email sufficient) that the applicable Billable Milestone has been achieved and will provide reasonable supporting detail upon request. Within five (5) business days after receipt of such notice, Customer shall either: (i) provide written acknowledgement and acceptance that the Billable Milestone has been achieved; or (ii) deliver a written notice of dispute that specifically identifies, in reasonable detail, the objective criteria for the Billable Milestone that Customer believes have not been met and the supporting facts for such position.

3.1.2. Deemed Acceptance. If Customer fails to deliver a timely dispute notice that meets the requirements of Section 3.1.1 or fails to reasonably participate in good-faith review of the disputed items, the Billable Milestone will be deemed acknowledged as achieved and accepted as of the expiration of the five (5) business day period, and Tantalus may invoice the corresponding milestone percentage. Tantalus may

rely on such deemed acceptance that the Billable Milestone has been achieved and share such deemed acceptance with third parties, as necessary.

3.1.3. Good-Faith Resolution and Escalation. If Customer timely disputes a Billable Milestone, the parties shall promptly meet (including by video/teleconference) to review the disputed items and develop a mutually agreed plan to address any confirmed deficiencies. If the parties are unable to resolve the dispute within five (5) business days after Customer's dispute notice, either party may escalate the matter to Tantalus' Manager of Project Management (or successor role) and Customer's designated project executive for expedited resolution.

3.1.4. Undisputed Amounts; No Withholding. Customer shall not withhold payment for any undisputed milestone amounts. Tantalus may invoice, and Customer shall pay in accordance with the Agreement, the portion of the milestone fee that is not subject to a timely and compliant dispute notice. Any remaining disputed portion will be invoiced upon resolution or deemed acknowledgement under this Section 3.1 or as otherwise set forth in the Agreement.

4. CHANGE CONTROL.

It may become necessary to amend this SOW for reasons including, but not limited to, the following:

- Discretionary changes to the project schedule.
- Discretionary changes to the project scope
- Changes to the network design or project deliverables based on variances in data.
- Non-availability of products, resources or services which are beyond the control of Tantalus or Customer.
- Environmental or architectural impediments not previously identified.
- Lack of access to personnel or facilities necessary to progress the project.

All requested contractual changes including requests for Additional Services shall be in writing pursuant to a mutually agreed change order ("**Change Order**") when the change results in adjustments to affected provisions, including price, schedule, and guarantees prior to implementation of the change.

No Change Order shall be effective unless executed in writing by both Tantalus and the Customer. In the event that the Parties cannot agree on the cost of a Change Order or scope of schedule change within 15 business days of its delivery to a Party, the matter shall be submitted to mediation in accordance with the dispute resolution process set forth in the Agreement; notwithstanding the above, Tantalus reserves all rights of the last sentence under Section 9.1 of the Agreement. During the pendency of any such Dispute, all parties shall remain obligated to perform under the Agreement during the pendency of the mediation provided that Tantalus shall have no liability to Customer in the event an amendment to the SOW is required as a result of any act or omission of the Customer or third party not under the control of Tantalus.

Tantalus Systems Inc.

Indianola Municipal Utilities

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: April 27, 2026
Subject: Public Hearing for Public Hearing Water Rates 2026

Recommendation:

Attachments: 1. Water Rate Resolution 2026-redline

Indianola Municipal Utilities
RESOLUTION NO 202~~65~~-

RESOLUTION SETTING WATER UTILITY RATES

BE IT RESOLVED by the Indianola Municipal Utilities Board of Trustees that Resolution No. [2025-028](#)
[2024~~3~~-XXX015](#) be repealed, and that this resolution be substituted in lieu as follows:

1. Section 2.4 Rates for Water Services

Rate classes and availability are as follows:

2.4(1) City Residential Service – Standard Service to a permanent residence located within Indianola Municipal Utilities territory

Monthly customer charge (includes the first 1,000 gallons used)	\$ 132 .25
All consumption over 1,000 gallons per month (per 1,000 gallons)	\$ 8.74 8

2.4(2) Fire Protection Service Inside City Limits – Fire protection services to building located within corporate limits of the City of Indianola

Connection Size	Annual Charge
2"	\$ 19.35 <u>20.71</u>
4"	\$ 76.23 <u>81.57</u>
6"	\$ 175.56 <u>187.85</u>
8"	\$ 311.85 <u>333.68</u>

2.4(3) Fire Protection Service Outside City Limits – Fire protection services to building located outside of corporate limits of the City of Indianola

Connection Size	Annual Charge
2"	\$ 28.88 <u>30.90</u>
4"	\$ 115.50 <u>123.59</u>
6"	\$ 262.18 <u>280.53</u>
8"	\$ 466.66 <u>499.33</u>

2.4(4) Commercial Water Service – Standard service for commercial and industrial uses, schools, churches, public buildings, and multi unit residential complexes with common meters

Monthly customer charge (includes the first 1,000 gallons used)	\$ 132 .25
All consumption over 1,000 gallons per month (per 1,000 gallons)	\$ 8.78 <u>43</u>

WaterAvailability-Availibitiy

Meter Size	Monthly Add'l Charge
<u>1 ½"</u>	<u>\$10.69</u>
<u>2"</u>	<u>\$14.08</u>
<u>3"</u>	<u>\$26.57</u>
<u>4"</u>	<u>\$35.79</u>

2.4(5) Irrigation Water Service – Permanent underground residential sprinkler systems which are separately metered

<u>Monthly Customer Charge (Under 1" meter)</u>	<u>\$4.58</u>
All consumption (per 1,000 gallons)	\$8. <u>7843</u>

2.4(6) Reserved

2.4(7) Government Service – Service for use by units of the City of Indianola

Monthly customer charge (includes the first 1,000 gallons used)	\$1 <u>32.25</u>
All consumption over 1,000 gallons per month (per 1,000 gallons)	\$8. <u>7843</u>

Water Availability

<u>Meter Size</u>	<u>Monthly Add'l Charge</u>
<u>1 ½"</u>	<u>\$10.69</u>
<u>2"</u>	<u>\$14.08</u>
<u>3"</u>	<u>\$26.57</u>
<u>4"</u>	<u>\$35.79</u>

2.4(8) Large Water Contracts

Rates for water service for large water contracts shall be pursuant to the provisions of written contract entered into by the customer and the Indianola Municipal Utilities.

2.4(9) Reserved

2.4(10) Maintenance/Capital Adjustment

The Board of Trustees shall periodically make a determination of whether the water utility has experienced an unusual maintenance or capital expenditure. The expenditure of a sum in excess of \$150,000 for maintenance or \$500,000 for capital improvement in any one calendar year shall be considered an unusual maintenance or capital expenditure. A maintenance surcharge or credit may be administratively imposed at the same rate per 1,000 gallons for all services to recoup these unusual maintenance or capital expenditures.

2.4(11) Temporary Service

Metered:

Monthly customer charge (includes the first 1,000 gallons used)	\$1 <u>23.25</u>
All consumption over 1,000 gallons per month (per 1,000 gallons)	\$8. <u>7843</u>

Unmetered:

Residential Construction	<u>\$34.95</u> <u>37.40</u>
Commercial/Other Construction	<u>\$69.88</u> <u>74.77</u>

2.4(12) Reserved

2.4(13) Delinquent Bills

Net Monthly bills as computed under the provisions of this resolution are payable within 20 days from the date of bills. When not so paid, penalty at the rate of 18% per annum from due date until paid, shall be charged. One month's penalty shall be forgiven each year.

2.4(14) Reserved

2. Effective Date

These rates shall become effective as to all bills due May 1, 202~~6~~⁵ and thereafter.

Introduced and adopted this ~~275th day of March-April 2026~~^{5.25th} day of March 2025.

\s\ Monica Thompson, Board Secretary

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: April 27, 2026
Subject: Resolution Approving Water Rates 2026

Recommendation:

Attachments: 1. Water Rate Resolution 2026 Final

Indianola Municipal Utilities
RESOLUTION NO 2026-

RESOLUTION SETTING WATER UTILITY RATES

BE IT RESOLVED by the Indianola Municipal Utilities Board of Trustees that Resolution No.2025-028 be repealed, and that this resolution be substituted in lieu as follows:

1. Section 2.4 Rates for Water Services

Rate classes and availability are as follows:

2.4(1) City Residential Service – Standard Service to a permanent residence located within Indianola Municipal Utilities territory

Monthly customer charge (includes the first 1,000 gallons used)	\$ 13.25
All consumption over 1,000 gallons per month (per 1,000 gallons)	\$ 8.78

2.4(2) Fire Protection Service Inside City Limits – Fire protection services to building located within corporate limits of the City of Indianola

Connection Size	Annual Charge
2"	\$20.71
4"	\$81.57
6"	\$187.85
8"	\$333.68

2.4(3) Fire Protection Service Outside City Limits – Fire protection services to building located outside of corporate limits of the City of Indianola

Connection Size	Annual Charge
2"	\$30.90
4"	\$123.59
6"	\$280.53
8"	\$499.33

2.4(4) Commercial Water Service – Standard service for commercial and industrial uses, schools, churches, public buildings, and multi unit residential complexes with common meters

Monthly customer charge (includes the first 1,000 gallons used)	\$13.25
All consumption over 1,000 gallons per month (per 1,000 gallons)	\$ 8.78

Water Availability

Meter Size	Monthly Add'l Charge
1 ½"	\$10.69
2"	\$14.08
3"	\$26.57
4"	\$35.79

2.4(5) Irrigation Water Service – Permanent underground residential sprinkler systems which are separately metered

Monthly Customer Charge (Under 1" meter)	\$4.58
All consumption (per 1,000 gallons)	\$8.78

2.4(6) Reserved

2.4(7) Government Service – Service for use by units of the City of Indianola

Monthly customer charge (includes the first 1,000 gallons used)	\$13.25
All consumption over 1,000 gallons per month (per 1,000 gallons)	\$8.78

Water Availability

Meter Size	Monthly Add'l Charge
1 ½"	\$10.69
2"	\$14.08
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2.4(8) Large Water Contracts

Rates for water service for large water contracts shall be pursuant to the provisions of written contract entered into by the customer and the Indianola Municipal Utilities.

2.4(9) Reserved

2.4(10) Maintenance/Capital Adjustment

The Board of Trustees shall periodically make a determination of whether the water utility has experienced an unusual maintenance or capital expenditure. The expenditure of a sum in excess of \$150,000 for maintenance or \$500,000 for capital improvement in any one calendar year shall be considered an unusual maintenance or capital expenditure. A maintenance surcharge or credit may be administratively imposed at the same rate per 1,000 gallons for all services to recoup these unusual maintenance or capital expenditures.

2.4(11) Temporary Service

Metered:

Monthly customer charge (includes the first 1,000 gallons used)	\$13.25
All consumption over 1,000 gallons per month (per 1,000 gallons)	\$8.78

Unmetered:

Residential Construction	\$37.40
Commercial/Other Construction	\$74.77

2.4(12) Reserved

2.4(13) Delinquent Bills

Net Monthly bills as computed under the provisions of this resolution are payable within 20 days from the date of bills. When not so paid, penalty at the rate of 18% per annum from due date until paid, shall be charged. One month's penalty shall be forgiven each year.

2.4(14) Reserved

2. Effective Date

These rates shall become effective as to all bills due May 1, 2026, and thereafter.

Introduced and adopted this 27th day of April 2026.

ATTEST:

Monica Thompson, Board Secretary

Dom Selgrade, Chairperson

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: April 27, 2026
Subject: Public Hearing on Telecommunication Rates 2026

Recommendation:

Attachments:

1. Residential Rates April 2026 Redline
2. Res-2026 Communications-Commercial-Rates Redline
3. April 2026

NOTICE OF RATES AND CHARGES OF THE MUNICIPAL COMMUNICATIONS UTILITY

Notice To Be Published

Indianola Municipal Utilities
RESOLUTION NO. 202~~6~~5

RESOLUTION ADOPTING MUNICIPAL COMMUNICATIONS UTILITY RESIDENTIAL RATES AND CHARGES

WHEREAS, the Board of Trustees determines it is necessary and appropriate to adopt updated rates and charges of the Municipal Communications Utility.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INDIANOLA MUNICIPAL UTILITIES OF THE CITY OF INDIANOLA, STATE OF IOWA:

Section 1. The rates and charges set out herein below are hereby adopted, to wit:

“Residential Rate Schedule”

Internet Monthly Recurring Charges		
Legacy Residential	Active customers within the city limits installed prior to May 1, 2023 with an 844G or 844E with 711, 716, 717 or 803 ONT - No new customers on this planActive customers within the city limits installed prior to May 1, 2023 with an 844G or 844E with 711, 716, 717 or 803 ONT	
200Mbps*	\$64.00	
400Mbps*	\$79.00	
1,000Mbps*	\$109.00	
Next Generation Residential	Active Customers within the city limits installed after May 1, 2023 with a GigaSpire GS4227/GS5229/GS5239 or GigaSpire GS4220E/GS5229E/GS5239E with 711, 717 or 803 ONT Customers within the city limits installed after May 1, 2023 with a GigaSpire GS4227 or GigaSpire GS4220E with 711, 717 or 803 ONT	

<u>500Mbps* - Home Essentials</u> 300Mbps*	\$73.00	Includes ProtectIQ App, WiFi 6 Manged Device
<u>1Gbps* - Connected Home</u> 500Mbps*	\$88.00	Includes ProtectIQ App, ExperienceIQ App, MyPrioritiesIQ App, WiFi 6 Managed Device
<u>2Gbps* - Work Pro/Play Pro</u> 1,000Mbps*	\$109.00	Includes ProtectIQ App, ExperienceIQ App, MyPrioritiesIQ App, Up to 1 Mesh Extender, Public IP Address if Requested, Wifi 6 Managed Device
<u>5Gbps* - Tech Powerhouse</u>	<u>\$129.00</u>	Includes ProtectIQ App, ExperienceIQ App, MyPrioritiesIQ App, Up to 1 Mesh Extender, Up to 1 Outdoor Mesh Extender, Public IP if Requested, WiFi 7 Managed Device

Existing Next Generation customers will be upgraded automatically from WiFi 300 to Home Essentials, Wifi 500 to Connected Home. Wifi Gig customers will be upgraded upon request to Work Pro/Play Pro

Next Generation Residential BYOD	<u>Active Customers within the city limits Installed prior to May 1, 2026 providing their own router with 711, 717 or 803 ONT - No new customers on this plan</u> Customers within the city limits providing their own router with 711, 717 or 803 ONT	
200Mbps*	\$64.00	
400Mbps*	\$79.00	
1,000Mbps*	\$99.00	
Next Generation Rural	<u>Customers outside the city limits with a GigaSpire GS4227/GS5229/GS5239 or GigaSpire GS4220E/GS5229E/GS5239E with 711, 717 or 803 ONT</u> Customers outside the city limits with a GigaSpire GS4227 or GigaSpire GS4220E with 711, 717 or 803 ONT	
<u>500Mbps* - Home Essentials</u> 300Mbps*	\$83.00	Includes ProtectIQ App, WiFi 6 Manged Device
<u>1Gbps* - Connected Home</u> 500Mbps*	\$98.00	Includes ProtectIQ App, ExperienceIQ App, MyPrioritiesIQ App, WiFi 6 Managed Device
<u>2Gbps* - Work Pro/Play Pro</u> 1,000Mbps*	\$119.00	Includes ProtectIQ App, ExperienceIQ App, MyPrioritiesIQ App, Up to 1 Mesh Extender, Public IP Address if Requested, Wifi 6 Managed Device
<u>5Gbps* - Tech Powerhouse</u>	<u>\$139.00</u>	Includes ProtectIQ App, ExperienceIQ App, MyPrioritiesIQ App, Up to 1 Mesh

		<u>Extender, Up to 1 Outdoor Mesh Extender, Public IP if Requested, WiFi 7 Managed Device</u>
<u>Existing Next Generation Rural customers will be upgraded automatically from WiFi 300 to Home Essentials, Wifi 500 to Connected Home. Wifi Gig customers will be upgraded upon request to Work Pro/Play Pro</u>		

Next Generation Rural BYOD	<u>Active Customers within the city limits Installed prior to May 1, 2026 providing their own router with 711, 717 or 803 ONT - No new customers on this plan</u> <u>Customers outside the city limits providing their own router with 711, 717 or 803 ONT</u>	
200Mbps*	\$74.00	
400Mbps*	\$89.00	
1,000Mbps*	\$109.00	
*Speeds are the maximum available with each service plan. Actual speed is affected by many factors, including customer-owned equipment and internal home wiring.		

TV Monthly Recurring Charges*		
Basic Tier	\$47.00 50.00	
Expanded Tier	\$124.00 129.00	Includes Basic Tier
Family Tier	\$1.00 139.00	Includes Expanded Tier
Sports Tier	\$129.00 134.00	Includes Expanded Tier
Premiere Plus Tier	\$139.00 144.00	Includes Expanded, Family and Sports Tier
HBO	\$18.00	
Showtime/TMC	\$16.00	
Cinemax	\$16.00	
Starz Encore	\$12.00	
HD Set Top Box	\$6.00	1st box free
Restart/CatchUp TV	\$4.00	
Network DVR	\$10.00	150 hours storage - Includes Restart/CatchUp TV
DVR Expanded Storage	\$7.00	Additional 100 hours storage

*TV service available only to customers within the Indianola city limits		
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Phone Monthly Recurring Charges		
Local Phone Service	\$19.00	Unlimited calling features included. Long distance 7.5 cents/minute. International calls billed at cost
Local Phone Service with Long Distance Plan	\$29.00	Unlimited calling features included. 1,000 minutes of free long distance calling in the North American Numbering Plan. International calls billed at cost
Call Features		
Anonymous Call Rejection	\$0.00	
Call Forward Variable	\$0.00	

Call Transfer	\$0.00	
Call Waiting	\$0.00	
Caller ID Name & Number	\$0.00	
Priority Call	\$0.00	
Three-Way Calling	\$0.00	
Voice Mail	\$0.00	
Packages/Bundle Discounts Recurring Charges		
Triple Play	-\$30.00	Internet Service, Expanded TV Tier and Local Phone Service
Double Play TV	-\$20.00	Internet Service and Expanded TV Tier
Double Play Phone	-\$10.00	Internet Service and Local Phone Service

Miscellaneous Recurring Charges		
Static Public IP Address	\$5.00	
WiFi Extender	\$5.00	
<u>Outdoor WiFi Extender</u>	<u>\$15.00</u>	
Battery Backup	\$4.00	Phone customers receive this for free
Miscellaneous Non Recurring Charges		
Standard Residential Installation	\$100.00	
Standard Rural Residential Installation Charge	\$100.00	
Rural Drop Installation Fee	Calculated	\$1/ft from the nearest hand hole to the demarc location at the house
Hourly Installation Rate	\$75.00	Hourly charge for installation beyond standard

Account Transfers	\$25.00	
Non-Pay Reconnect	\$35.00	
Service Trip Charge	\$35.00	
After Hours Support Fee	\$150.00	If the problem is determined to be with customer's equipment or technology. After hours is considered between 8:00pm and 8:00am, Monday-Friday and all day Saturday and Sunday. Plus hourly fee if more than 2 hours.
After Hours Hourly Fee	\$100.00	
Battery Backup 24 Hour	\$350.00	
Miscellaneous Equipment Fees		
Coaxial Jumper - 6 ft	\$5.00	
Coaxial Jumper Over 6 ft	\$6.00	Plus \$.15/ft
Cat 5 or 6 Jumper 6 ft	\$5.00	
Cat 5 or 6 Jumper Over 6 ft	\$6.00	Plus \$.15/ft
HDMI Cable 6 ft	\$10.00	
HDMI Cable 15 ft	\$20.00	

Power Strip	\$10.00	
Unreturned/Damaged Equipment Fees		
Remote Control	\$25.00	
HD Set Top Box	\$200.00 150.00	
<u>844G ONT/Router</u>	<u>\$210.00</u>	
<u>844E Router</u>	<u>\$110.00</u>	
<u>803G ONT</u>	<u>\$120.00</u>	
<u>GS4227/GS4227W ONT/Router</u>	<u>\$220.00</u>	
<u>GS4220 Router</u>	<u>\$175.00</u>	
<u>GS2029E Router</u>	<u>\$100.00</u>	
<u>GP1101X ONT</u>	<u>\$170.00</u>	
<u>GM1028 Mesh</u>	<u>\$105.00</u>	
<u>GM1028H Mesh</u>	<u>\$200.00</u>	
<u>G1001-C Positron</u>	<u>\$100.00</u>	
<u>GS5229 ONT</u>	<u>\$300.00</u>	
<u>GS5229E Router</u>	<u>\$245.00</u>	
<u>GS5239 ONT</u>	<u>\$335.00</u>	
<u>GS5239E Router</u>	<u>\$280.00</u>	
<u>GS2028E</u>	<u>\$125.00</u>	
<u>ONT Battery Backup</u> ONT/Router-Combo	\$75.00 <u>\$300.00</u>	
<u>Media Over Cable Converter</u> ONT	\$75.00 <u>\$140.00</u>	
<u>8 Port Ethernet Switch</u> Router	\$75.00 <u>\$140.00</u>	
<u>804 WiFi Extender</u> WiFi Extender ONT Battery Backup	\$90.00 <u>\$75.00</u>	

Fiber Jumper Media Over Cable- Converter	Cost + 10% \$150.00	
Fiber Drop 8-Port Ethernet Switch	Cost + 10% \$75.00	
WiFi Extender	\$175.00	
Fiber Jumper	Cost + 10%	
Fiber Drop	Cost + 10%	

Section 2. As of the effective date set forth herein below, the rates and charges set out herein shall replace all residential rates and charges in effect on the date of this resolution in their entirety.

Section 3. Repealer Clause. All resolutions, parts of resolutions, or service rules in conflict with the provisions of this resolution are hereby repealed insofar as the conflicting portions thereof are concerned.

Section 4. Severability Clause. If any section, provision or part of this resolution shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. The rates provided herein shall apply on and after May 1, ~~2025~~2026. This resolution shall be in full force and effect upon its passage and publication as provided by law.

Section 6. Publication. This resolution shall be published in full.

PASSED AND APPROVED this ~~24th~~27th day of ~~March~~April ~~2025~~2026.

ATTEST:

Dom Selgrade, Board Chair

Monica Thompson, Board Secretary

Indianola Municipal Utilities
Notice to Be Published
RESOLUTION NO. ~~2025~~2026

**RESOLUTION ADOPTING MUNICIPAL COMMUNICATIONS
UTILITY COMMERCIAL RATES AND CHARGES**

WHEREAS, the Board of Trustees determines it is necessary and appropriate to amend the rates and charges of the Municipal Communications Utility.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INDIANOLA MUNICIPAL UTILITIES OF THE CITY OF INDIANOLA, STATE OF IOWA:

Section 1. The rates and charges set out herein below are hereby adopted, to wit:
Business Rates

Internet Monthly Recurring Charges	
Internet Shared Symmetrical	
100Mbps*	\$79.00
250Mbps 300Mbps*	\$129.00
500Mbps*	\$249.00
1,000Mbps*	\$479.00
Internet Dedicated Symmetrical	
10Mbps*	\$69.00
25Mbps*	\$89.00
50Mbps*	\$129.00
100Mbps*	\$169.00
250Mbps*	\$299.00
500Mbps*	\$599.00
1,000Mbps*	\$1,199.00
*Speeds are the maximum available with each service plan. Actual speed is affected by many factors, including customer-owned equipment and internal wiring.	

TV Monthly Recurring Charges*		
Basic Tier	\$45.00 50.00	
Expanded Tier	\$119.00 129.00	Includes Basic Tier
Family Tier	\$129.00 139.00	Includes Expanded Tier
Sports Tier	\$129.00 134.00	Includes Expanded Tier
Premiere Plus Tier	\$139.00 144.00	Includes Expanded, Family and Sports Tier
HBO	\$18.00	
Showtime/TMC	\$16.00	
Cinemax	\$16.00	
Starz Encore	\$12.00	

Hospitality Expanded Tier	\$80.00 <u>105.00</u>	Includes 3 free STB's
Hospitality Family Tier	\$85.00 <u>110.00</u>	Includes Hospitality Expanded and Hospitality Family Tier
Hospitality Sports Tier	\$90.00 <u>115.00</u>	Includes Hospitality Expanded and Hospitality Sports Tier
Hospitality Premiere Tier	\$95.00 <u>120.00</u>	Includes Hospitality Expanded, Hospitality Family, and Hospitality Sports Tier

Hospitality A La Carte Channels		
HD Set Top Box Marquee Network	\$6.00 <u>\$37.50</u>	Commercial 1st box free - Hospitality 3 boxes free Fire Code-Occupancy 0-50
Restart/CatchUp TV Marquee Network	\$4.00 <u>\$50.00</u>	Fire Code-Occupancy 51-100
Network DVR Marquee Network	\$10.00 <u>\$75.00</u>	150 hours storage - Includes Restart/CatchUp TV Fire Code-Occupancy 101-150
DVR Expanded Storage Big Ten Network	\$7.00 <u>\$37.50</u>	Additional 100 hours storage Fire Code-Occupancy 0-50
*TV service available only to customers within the Indianola city limits Big Ten Network	\$50.00	Fire Code-Occupancy 51-100
Big Ten Network	\$75.00	Fire Code-Occupancy 101-150
Fox Sports Midwest	\$37.50	Fire Code-Occupancy 0-50
Fox Sports Midwest	\$50.00	Fire Code-Occupancy 51-100
Fox Sports Midwest	\$75.00	Fire Code-Occupancy 101-150
Fox Sports 1	\$23.00	
Fox Sports 2	\$23.00	
HD Set Top Box	\$6.00	Commercial 1st box free -- Hospitality 3 boxes free
Restart/CatchUp TV	\$4.00	
Network DVR	\$10.00	150 hours storage -- Includes Restart/CatchUp TV
DVR Expanded Storage	\$7.00	Additional 100 hours storage
*TV service available only to customers within the Indianola city limits		

Phone Monthly Recurring Charges		
Local Phone Service	\$25.00	Unlimited calling features included. Long distance 7.5 cents/minute. International calls billed at cost
Local Phone Service - Non-Profit	\$19.00	Non-Profit organization with no paid employees/staff
Local Phone Service with Long Distance Plan	\$39.00	Unlimited calling features. 1,500 minutes of free long distance calling in the North American Numbering Plan. International calls billed at cost

Block of 20 Direct Inward Dial Numbers (DID)	\$3.00	
SIP Session	\$19.00	

Call Features		
Anonymous Call Rejection	\$0.00	
Call Forward Variable	\$0.00	
Call Transfer	\$0.00	
Call Waiting	\$0.00	
Caller ID Name & Number	\$0.00	
Circular Hunt	\$0.00	
Three-Way Calling	\$0.00	
Toll Deny	\$0.00	
Voice Mail	\$0.00	

Miscellaneous Recurring Charges		
Static Public IP Address	\$9.00	
Subnet Origination Fee	\$75.00	
Toll Free Number Fee	\$2.00	
WiFi Extender	\$5.00	
Battery Backup	\$4.00	
Rack Space Rental	\$23.80	Per RU
BGP Peering	\$100	
Miscellaneous Non-Recurring Charges		
Standard Business Installation	\$100.00	
Standard Rural Business Installation Charge	\$100.00	
Rural Drop Installation Fee	Calculated	\$1/ft from the nearest hand hole to the demarc location at the house
Hourly Installation Rate	\$75.00	Hourly charge for installation beyond standard
Account Transfers	\$25.00	
Non-Pav Reconnect	\$35.00	
Service Trip Charge	\$35.00	
After Hours Support Fee	\$150.00	If the problem is determined to be with customer's equipment or technology. After hours is considered between 8:00pm and 8:00am, Monday-Friday and all day Saturday and Sunday. Plus hourly fee if more than 2 hours.
After Hours Hourly Fee	\$100.00	
Battery Backup 24 Hour	\$350.00	
Miscellaneous Equipment Fees		
Coaxial Jumper - 6 ft	\$5.00	
Coaxial Jumper Over 6 ft	\$6.00	Plus \$.15/ft
Cat 5 or 6 Jumper 6 ft	\$5.00	
Cat 5 or 6 Jumper Over 6 ft	\$6.00	Plus \$.15/ft
HDMI Cable 6 ft	\$10.00	
HDMI Cable 15 ft	\$20.00	
Power Strip	\$10.00	
Unreturned/Damaged Equipment Fees		
Remote Control	\$25.00	

HD Set Top Box	\$200.00	
ONT/Router Combo	\$300.00	
ONT	\$140.00	
Router	\$140.00	
ONT Battery Backup	\$75.00	
Media Over Cable Converter	\$150.00	
8 Port Ethernet Switch	\$75.00	
WiFi Extender	\$175.00	
Fiber Jumper	Cost+ 10%	
Fiber Drop	Cost+ 10%	

Section 2. As of the effective date set forth herein below, the rates and charges set out herein shall replace all commercial rates and charges in effect on the date of this resolution in their entirety.

Section 3. Repealer Clause. All resolutions, parts of resolutions, or service rules in conflict with the provisions of this resolution are hereby repealed insofar as the conflicting portions thereof are concerned.

Section 4. Severability Clause. If any section, provision or part of this resolution shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. The rates provided herein shall apply on and after May 1, 2026. This resolution shall be in full force and effect upon its passage and publication as provided by law.

Section 6. Publication. This resolution shall be published in full.

PASSED AND APPROVED this 27th day of April March 2025 2026.

~~Deb White~~ Dom Selgrade, Chairperson

ATTEST:

Monica Thompson Board Secretary

Rates

Residential

Internet Monthly Recurring Charges

Legacy Residential		Active customers within the city limits installed prior to May 1, 2023 with an 844G or 844E with 711, 716, 717 or 803 ONT - No new customers on this plan	
200Mbps*	\$64.00		
400Mbps*	\$79.00		
1,000Mbps*	\$109.00		
Next Generation Residential		Active Customers within the city limits installed after May 1, 2023 with a GigaSpire GS4227/GS5229/GS5239 or GigaSpire GS4220E/GS5229E/GS5239E with 711, 717 or 803 ONT	
500Mbps* - Home Essentials	\$73.00	Includes ProtectIQ App, WiFi 6 Manged Device	
1Gbps* - Connected Home	\$88.00	Includes ProtectIQ App, ExperienceIQ App, MyPrioritiesIQ App, WiFi 6 Managed Device	
2Gbps* - Work Pro/Play Pro	\$109.00	Includes ProtectIQ App, ExperienceIQ App, MyPrioritiesIQ App, Up to 1 Mesh Extender, Public IP Address if Requested, WiFi 6 Managed Device	
5Gbps* - Tech Powerhouse	\$129.00	Includes ProtectIQ App, ExperienceIQ App, MyPrioritiesIQ App, Up to 1 Mesh Extender, Up to 1 Outdoor Mesh Extender, Public IP if Requested, WiFi 7 Managed Device	

Existing Next Generation customers will be upgraded automatically from WiFi 300 to Home Essentials, Wifi 500 to Connected Home. Wifi Gig customers will be upgraded upon request to Work Pro/Play Pro

Next Generation Residential BYOD		Active Customers within the city limits Installed prior to May 1, 2026 providing their own router with 711, 717 or 803 ONT - No new customers on this plan	
200Mbps*	\$64.00		
400Mbps*	\$79.00		
1,000Mbps*	\$99.00		
Next Generation Rural		Customers outside the city limits with a GigaSpire GS4227/GS5229/GS5239 or GigaSpire GS4220E/GS5229E/GS5239E with 711, 717 or 803 ONT	
500Mbps* - Home Essentials	\$83.00	Includes ProtectIQ App, WiFi 6 Manged Device	
1Gbps* - Connected Home	\$98.00	Includes ProtectIQ App, ExperienceIQ App, MyPrioritiesIQ App, WiFi 6 Managed Device	
2Gbps* - Work Pro/Play Pro	\$119.00	Includes ProtectIQ App, ExperienceIQ App, MyPrioritiesIQ App, Up to 1 Mesh Extender, Public IP Address if Requested, WiFi 6 Managed Device	
5Gbps* - Tech Powerhouse	\$139.00	Includes ProtectIQ App, ExperienceIQ App, MyPrioritiesIQ App, Up to 1 Mesh Extender, Up to 1 Outdoor Mesh Extender, Public IP if Requested, WiFi 7 Managed Device	

Existing Next Generation Rural customers will be upgraded automatically from WiFi 300 to Home Essentials, Wifi 500 to Connected Home. Wifi Gig customers will be upgraded upon request to Work Pro/Play Pro

Next Generation Rural BYOD		Active customers outside the city limits installed prior to May 1, 2026 providing their own router with 711, 717 or 803 ONT - No new customers on this plan	
200Mbps*	\$74.00		
400Mbps*	\$89.00		
1,000Mbps*	\$109.00		

*Speeds are the maximum available with each service plan. Actual speed is affected by many factors, including customer-owned equipment and internal home wiring.

TV Monthly Recurring Charges*

Basic Tier	\$50.00	
Expanded Tier	\$129.00	Includes Basic Tier
Family Tier	\$139.00	Includes Expanded Tier
Sports Tier	\$134.00	Includes Expanded Tier
Premiere Plus Tier	\$144.00	Includes Expanded, Family and Sports Tier
HBO	\$18.00	
Showtime/TMC	\$16.00	
Cinemax	\$16.00	
Starz Encore	\$12.00	
HD Set Top Box	\$6.00	1st box free
Restart/CatchUp TV	\$4.00	
Network DVR	\$10.00	150 hours storage - Includes Restart/CatchUp TV
DVR Expanded Storage	\$7.00	Additional 100 hours storage

*TV service available only to customers within the Indianola city limits

Phone Monthly Recurring Charges

Local Phone Service	\$19.00	Unlimited calling features included. Long distance 7.5 cents/minute. International calls billed at cost
Local Phone Service with Long Distance Plan	\$29.00	Unlimited calling features included. 1,000 minutes of free long distance calling in the North American Numbering Plan. International calls billed at cost

Call Features

Anonymous Call Rejection	\$0.00
Call Forward	\$0.00
Call Transfer	\$0.00
Call Waiting	\$0.00
Caller ID Name & Number	\$0.00

Priority Call	\$0.00
Three-Way Calling	\$0.00
Voice Mail	\$0.00

Packages/Bundle Discounts Recurring Charges

Triple Play	-\$30.00	Internet Service, Expanded TV Tier and Local Phone Service
Double Play TV	-\$20.00	Internet Service and Expanded TV Tier
Double Play Phone	-\$10.00	Internet Service and Local Phone Service

Miscellaneous Recurring Charges

Static Public IP Address	\$5.00	
WiFi Extender	\$5.00	
Outdoor WiFi Extender	\$15.00	
Battery Backup	\$4.00	Phone customers receive this for free

Miscellaneous Non Recurring Charges

Standard Residential Installation	\$100.00	
Standard Rural Residential Installation Charge	\$100.00	
Rural Drop Installation Fee	Calculated	\$1/ft from the nearest hand hole to the demarc location at the house
Hourly Installation Rate	\$75.00	Hourly charge for installation beyond standard
Account Transfers	\$25.00	
Non-Pay Reconnect	\$35.00	
Service Trip Charge	\$35.00	
After Hours Support Fee	\$150.00	If the problem is determined to be with customer's equipment or technology. After hours is considered between 8:00pm and 8:00am, Monday-Friday and all day Saturday and Sunday. Plus hourly fee if more than 2 hours.
After Hours Hourly Fee	\$100.00	
Battery Backup 24 Hour	\$350.00	

Miscellaneous Equipment Fees

Coaxial Jumper - 6 ft	\$5.00	
Coaxial Jumper Over 6 ft	\$6.00	Plus \$.15/ft
Cat 5 or 6 Jumper 6 ft	\$5.00	
Cat 5 or 6 Jumper Over 6 ft	\$6.00	Plus \$.15/ft
HDMI Cable 6 ft	\$10.00	
HDMI Cable 15 ft	\$20.00	
Power Strip	\$10.00	

Unreturned/Damaged Equipment Fees

Remote Control	\$25.00
HD Set Top Box	\$150.00
844G ONT/Router	\$210.00
844E Router	\$110.00
803G ONT	\$120.00
GS4227/GS4227W ONT/Router	\$220.00
GS4220 Router	\$175.00
GS2029E Router	\$100.00
GP1101X ONT	\$170.00
GM1028 Mesh	\$105.00
GM1028H Mesh	\$200.00
G1001-C Positron	\$100.00
G55229 ONT	\$300.00
G55229E Router	\$245.00
G55239 ONT	\$335.00
G55239E Router	\$280.00
GS2028E	\$125.00
ONT Battery Backup	\$75.00
Media Over Cable Converter	\$75.00
8 Port Ethernet Switch	\$75.00
804 WiFi Extender	\$90.00
Fiber Jumper	Cost + 10%
Fiber Drop	Cost + 10%

Rates

Business

Internet Monthly Recurring Charges

Internet Shared Symmetrical	
100Mbps*	\$79.00
300Mbps*	\$129.00
500Mbps*	\$249.00
1,000Mbps*	\$479.00
Internet Dedicated Symmetrical	
25Mbps*	\$89.00
50Mbps*	\$129.00
100Mbps*	\$169.00
250Mbps*	\$299.00
500Mbps*	\$599.00
1Gbps*	\$1,199.00
2Gbps*	\$1,779.00
3Gbps*	\$2,329.00
4Gbps*	\$2,849.00
5Gbps*	\$3,349.00

*Speeds are the maximum available with each service plan. Actual speed is affected by many factors, including customer-owned equipment and internal wiring.

TV Monthly Recurring Charges*

Basic Tier	\$50.00	
Expanded Tier	\$129.00	Includes Basic Tier
Family Tier	\$139.00	Includes Expanded Tier
Sports Tier	\$134.00	Includes Expanded Tier
Premiere Plus Tier	\$144.00	Includes Expanded, Family and Sports Tier
HBO	\$18.00	
Showtime/TMC	\$16.00	
Cinemax	\$16.00	
Starz Encore	\$12.00	
Hospitality Expanded Tier	\$105.00	Includes 3 free STB's
Hospitality Family Tier	\$110.00	Includes Hospitality Expanded and Hospitality Family Tier
Hospitality Sports Tier	\$115.00	Includes Hospitality Expanded and Hospitality Sports Tier
Hospitality Premiere Tier	\$120.00	Includes Hospitality Expanded, Hospitality Family and Hospitality Sports Tier
HD Set Top Box	\$6.00	Commercial 1st box free - Hospitality 3 boxes free
Restart/CatchUp TV	\$4.00	
Network DVR	\$10.00	150 hours storage - Includes Restart/CatchUp TV
DVR Expanded Storage	\$7.00	Additional 100 hours storage

*TV service available only to customers within the Indianola city limits

Phone Monthly Recurring Charges

Local Phone Service	\$25.00	Unlimited calling features included. Long distance 7.5 cents/minute. International calls billed at cost
Local Phone Service - Non-Profit	\$19.00	Non-Profit organization with no paid employees/staff
Local Phone Service with Long Distance Plan	\$39.00	Unlimited calling features. 1,500 minutes of free long distance calling in the North American Numbering Plan. International calls billed at cost
Block of 20 Direct Inward Dial Numbers (DID)	\$3.00	
SIP Session	\$19.00	

Call Features

Anonymous Call Rejection	\$0.00
Call Forward	\$0.00
Call Transfer	\$0.00
Call Waiting	\$0.00
Caller ID Name & Number	\$0.00
Circular Hunt	\$0.00
Three-Way Calling	\$0.00
Toll Deny	\$0.00
Voice Mail	\$0.00

Miscellaneous Recurring Charges

Static Public IP Address	\$9.00
Subnet Origination Fee	\$75.00

Toll Free Number Fee	\$2.00	
WiFi Extender	\$5.00	
Battery Backup	\$4.00	
Rack Space Rental	\$23.80	Per RU
BGP Peering	\$100.00	

Miscellaneous Non Recurring Charges

Standard Business Installation	\$100.00	
Standard Rural Business Installation Charge	\$100.00	
Rural Drop Installation Fee	Calculated	\$1/ft from the nearest hand hole to the demarc location at the house
Hourly Installation Rate	\$75.00	Hourly charge for installation beyond standard
Account Transfers	\$25.00	
Non-Pay Reconnect	\$35.00	
Service Trip Charge	\$35.00	
After Hours Support Fee	\$150.00	If the problem is determined to be with customer's equipment or technology. After hours is considered between 8:00 pm and 8:00 am, Monday-Friday and all day Saturday and Sunday. Plus hourly fee if more than 2 hours.
After Hours Hourly Fee	\$100.00	
Battery Backup 24 Hour	\$350.00	

Miscellaneous Equipment Fees

Coaxial Jumper - 6 ft	\$5.00	
Coaxial Jumper Over 6 ft	\$6.00	Plus \$.15/ft
Cat 5 or 6 Jumper 6 ft	\$5.00	
Cat 5 or 6 Jumper Over 6 ft	\$6.00	Plus \$.15/ft
HDMI Cable 6 ft	\$10.00	
HDMI Cable 15 ft	\$20.00	
Power Strip	\$10.00	

Unreturned/Damaged Equipment Fees

Remote Control	\$25.00
HD Set Top Box	\$150.00
844G ONT/Router	\$210.00
844E Router	\$110.00
803G ONT	\$120.00
GS4227/GS4227W ONT/Router	\$220.00
GS4220 Router	\$175.00
GS2029E Router	\$100.00
GP1101X ONT	\$170.00
GM1028 Mesh	\$105.00
GM1028H Mesh	\$200.00
G1001-C Positron	\$100.00
GSS229 ONT	\$300.00
GSS229E Router	\$245.00
GSS239 ONT	\$335.00
GSS239E Router	\$280.00
GS2028E	\$125.00
ONT Battery Backup	\$75.00
Media Over Cable Converter	\$75.00
8 Port Ethernet Switch	\$75.00
804 WiFi Extender	\$90.00
Fiber Jumper	Cost + 10%
Fiber Drop	Cost + 10%

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: April 27, 2026
Subject: Resolution Approving Telecommunication Commercial Rates 2026

Recommendation:

Attachments: 1. Res-2026 Communications-Commercial-Rates Final

Indianola Municipal Utilities
Notice to Be Published
RESOLUTION NO. 2026

**RESOLUTION ADOPTING MUNICIPAL COMMUNICATIONS
UTILITY COMMERCIAL RATES AND CHARGES**

WHEREAS, the Board of Trustees determines it is necessary and appropriate to amend the rates and charges of the Municipal Communications Utility.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INDIANOLA MUNICIPAL UTILITIES OF THE CITY OF INDIANOLA, STATE OF IOWA:

Section 1. The rates and charges set out herein below are hereby adopted, to wit:
Business Rates

Internet Monthly Recurring Charges	
Internet Shared Symmetrical	
100Mbps*	\$79.00
300Mbps*	\$129.00
500Mbps*	\$249.00
1,000Mbps*	\$479.00
Internet Dedicated Symmetrical	
10Mbps*	\$69.00
25Mbps*	\$89.00
50Mbps*	\$129.00
100Mbps*	\$169.00
250Mbps*	\$299.00
500Mbps*	\$599.00
1,000Mbps*	\$1,199.00
*Speeds are the maximum available with each service plan. Actual speed is affected by many factors, including customer-owned equipment and internal wiring.	

TV Monthly Recurring Charges*		
Basic Tier	\$50.00	
Expanded Tier	\$129.00	Includes Basic Tier
Family Tier	\$139.00	Includes Expanded Tier
Sports Tier	\$134.00	Includes Expanded Tier
Premiere Plus Tier	\$144.00	Includes Expanded, Family and Sports Tier
HBO	\$18.00	
Showtime/TMC	\$16.00	
Cinemax	\$16.00	
Starz Encore	\$12.00	

Hospitality Expanded Tier	\$105.00	Includes 3 free STB's
Hospitality Family Tier	\$110.00	Includes Hospitality Expanded and Hospitality Family Tier
Hospitality Sports Tier	\$115.00	Includes Hospitality Expanded and Hospitality Sports Tier
Hospitality Premiere Tier	\$120.00	Includes Hospitality Expanded, Hospitality Family, and Hospitality Sports Tier

HD Set Top Box	\$6.00	Commercial 1st box free - Hospitality 3 boxes free
Restart/CatchUp TV	\$4.00	
Network DVR	\$10.00	150 hours storage - Includes Restart/CatchUp TV
DVR Expanded Storage	\$7.00	Additional 100 hours storage
*TV service available only to customers within the Indianola city limits		

Phone Monthly Recurring Charges		
Local Phone Service	\$25.00	Unlimited calling features included. Long distance 7.5 cents/minute. International calls billed at cost
Local Phone Service - Non-Profit	\$19.00	Non-Profit organization with no paid employees/staff
Local Phone Service with Long Distance Plan	\$39.00	Unlimited calling features. 1,500 minutes of free long distance calling in the North American Numbering Plan. International calls billed at cost
Block of 20 Direct Inward Dial Numbers (DID)	\$3.00	
SIP Session	\$19.00	

Call Features		
Anonymous Call Rejection	\$0.00	
Call Forward Variable	\$0.00	
Call Transfer	\$0.00	
Call Waiting	\$0.00	
Caller ID Name & Number	\$0.00	
Circular Hunt	\$0.00	
Three-Way Calling	\$0.00	
Toll Deny	\$0.00	
Voice Mail	\$0.00	

Miscellaneous Recurring Charges		
Static Public IP Address	\$9.00	
Subnet Origination Fee	\$75.00	
Toll Free Number Fee	\$2.00	
WiFi Extender	\$5.00	
Battery Backup	\$4.00	
Rack Space Rental	\$23.80	Per RU
BGP Peering	\$100	
Miscellaneous Non-Recurring Charges		
Standard Business Installation	\$100.00	
Standard Rural Business Installation Charge	\$100.00	
Rural Drop Installation Fee	Calculated	\$1/ft from the nearest hand hole to the demarc location at the house
Hourly Installation Rate	\$75.00	Hourly charge for installation beyond standard
Account Transfers	\$25.00	
Non-Pav Reconnect	\$35.00	
Service Trip Charge	\$35.00	
After Hours Support Fee	\$150.00	If the problem is determined to be with customer's equipment or technology. After hours is considered between 8:00pm and 8:00am, Monday-Friday and all day Saturday and Sunday. Plus hourly fee if more than 2 hours.
After Hours Hourly Fee	\$100.00	
Battery Backup 24 Hour	\$350.00	
Miscellaneous Equipment Fees		
Coaxial Jumper - 6 ft	\$5.00	
Coaxial Jumper Over 6 ft	\$6.00	Plus \$.15/ft
Cat 5 or 6 Jumper 6 ft	\$5.00	
Cat 5 or 6 Jumper Over 6 ft	\$6.00	Plus \$.15/ft
HDMI Cable 6 ft	\$10.00	
HDMI Cable 15 ft	\$20.00	
Power Strip	\$10.00	
Unreturned/Damaged Equipment Fees		
Remote Control	\$25.00	

HD Set Top Box	\$200.00	
ONT/Router Combo	\$300.00	
ONT	\$140.00	
Router	\$140.00	
ONT Battery Backup	\$75.00	
Media Over Cable Converter	\$150.00	
8 Port Ethernet Switch	\$75.00	
WiFi Extender	\$175.00	
Fiber Jumper	Cost+ 10%	
Fiber Drop	Cost+ 10%	

Section 2. As of the effective date set forth herein below, the rates and charges set out herein shall replace all commercial rates and charges in effect on the date of this resolution in their entirety.

Section 3. Repealer Clause. All resolutions, parts of resolutions, or service rules in conflict with the provisions of this resolution are hereby repealed insofar as the conflicting portions thereof are concerned.

Section 4. Severability Clause. If any section, provision or part of this resolution shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. The rates provided herein shall apply on and after May 1, 2026. This resolution shall be in full force and effect upon its passage and publication as provided by law.

Section 6. Publication. This resolution shall be published in full.

PASSED AND APPROVED this 27th day of April 2026.

Dom Selgrade, Chairperson

ATTEST:

Monica Thompson Board Secretary

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: April 27, 2026
Subject: Resolution Approving Telecommunication Residential Rates 2026

Recommendation:

Attachments: 1. Residential Rates April 2026 Final

NOTICE OF RATES AND CHARGES OF THE MUNICIPAL COMMUNICATIONS UTILITY

Notice To Be Published

Indianola Municipal Utilities
RESOLUTION NO. 2026

RESOLUTION ADOPTING MUNICIPAL COMMUNICATIONS UTILITY RESIDENTIAL RATES AND CHARGES

WHEREAS, the Board of Trustees determines it is necessary and appropriate to adopt updated rates and charges of the Municipal Communications Utility.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INDIANOLA MUNICIPAL UTILITIES OF THE CITY OF INDIANOLA, STATE OF IOWA:

Section 1. The rates and charges set out herein below are hereby adopted, to wit:

“Residential Rate Schedule”

Internet Monthly Recurring Charges		
Legacy Residential	Active customers within the city limits installed prior to May 1, 2023 with an 844G or 844E with 711, 716, 717 or 803 ONT - No new customers on this plan	
200Mbps*	\$64.00	
400Mbps*	\$79.00	
1,000Mbps*	\$109.00	
Next Generation Residential	Active Customers within the city limits installed after May 1, 2023 with a GigaSpire GS4227/GS5229/GS5239 or GigaSpire GS4220E/GS5229E/GS5239E with 711, 717 or 803 ONT	
500Mbps* - Home Essentials	\$73.00	Includes ProtectIQ App, WiFi 6 Managed Device
1Gbps* - Connected Home	\$88.00	Includes ProtectIQ App, ExperienceIQ App, MyPrioritiesIQ App, WiFi 6 Managed Device
2Gbps* - Work Pro/Play Pro	\$109.00	Includes ProtectIQ App, ExperienceIQ App, MyPrioritiesIQ App, Up to 1 Mesh Extender, Public IP Address if Requested, Wifi

		6 Managed Device
5Gbps* - Tech Powerhouse	\$129.00	Includes ProtectIQ App, ExperienceIQ App, MyPrioritiesIQ App, Up to 1 Mesh Extender, Up to 1 Outdoor Mesh Extender, Public IP if Requested, WiFi 7 Managed Device
Existing Next Generation customers will be upgraded automatically from WiFi 300 to Home Essentials, Wifi 500 to Connected Home. Wifi Gig customers will be upgraded upon request to Work Pro/Play Pro		
Next Generation Residential BYOD	Active Customers within the city limits Installed prior to May 1, 2026 providing their own router with 711, 717 or 803 ONT - No new customers on this plan	
200Mbps*	\$64.00	
400Mbps*	\$79.00	
1,000Mbps*	\$99.00	
Next Generation Rural	Customers outside the city limits with a GigaSpire GS4227/GS5229/GS5239 or GigaSpire GS4220E/GS5229E/GS5239E with 711, 717 or 803 ONT	
500Mbps* - Home Essentials	\$83.00	Includes ProtectIQ App, WiFi 6 Manged Device
1Gbps* - Connected Home	\$98.00	Includes ProtectIQ App, ExperienceIQ App, MyPrioritiesIQ App, WiFi 6 Managed Device
2Gbps* - Work Pro/Play Pro	\$119.00	Includes ProtectIQ App, ExperienceIQ App, MyPrioritiesIQ App, Up to 1 Mesh Extender, Public IP Address if Requested, Wifi 6 Managed Device
5Gbps* - Tech Powerhouse	\$139.00	Includes ProtectIQ App, ExperienceIQ App, MyPrioritiesIQ App, Up to 1 Mesh Extender, Up to 1 Outdoor Mesh Extender, Public IP if Requested, WiFi 7 Managed Device
Existing Next Generation Rural customers will be upgraded automatically from WiFi 300 to Home Essentials, Wifi 500 to Connected Home. Wifi Gig customers will be upgraded upon request to Work Pro/Play Pro		

Next Generation Rural BYOD	Active Customers within the city limits Installed prior to May 1, 2026 providing their own router with 711, 717 or 803 ONT - No new customers on this plan
200Mbps*	\$74.00
400Mbps*	\$89.00
1,000Mbps*	\$109.00
*Speeds are the maximum available with each service plan. Actual speed is affected by many factors, including customer-owned equipment and internal home wiring.	

TV Monthly Recurring Charges*		
Basic Tier	\$50.00	
Expanded Tier	\$129.00	Includes Basic Tier
Family Tier	\$139.00	Includes Expanded Tier
Sports Tier	\$134.00	Includes Expanded Tier
Premiere Plus Tier	\$144.00	Includes Expanded, Family and Sports Tier
HBO	\$18.00	
Showtime/TMC	\$16.00	
Cinemax	\$16.00	
Starz Encore	\$12.00	
HD Set Top Box	\$6.00	1st box free
Restart/CatchUp TV	\$4.00	
Network DVR	\$10.00	150 hours storage - Includes Restart/CatchUp TV
DVR Expanded Storage	\$7.00	Additional 100 hours storage
*TV service available only to customers within the Indianola city limits		

Phone Monthly Recurring Charges		
Local Phone Service	\$19.00	Unlimited calling features included. Long distance 7.5 cents/minute. International calls billed at cost
Local Phone Service with Long Distance Plan	\$29.00	Unlimited calling features included. 1,000 minutes of free long distance calling in the North American Numbering Plan. International calls billed at cost
Call Features		
Anonymous Call Rejection	\$0.00	

Call Forward Variable	\$0.00	
Call Transfer	\$0.00	
Call Waiting	\$0.00	
Caller ID Name & Number	\$0.00	
Priority Call	\$0.00	
Three-Way Calling	\$0.00	
Voice Mail	\$0.00	
Packages/Bundle Discounts Recurring Charges		
Triple Play	-\$30.00	Internet Service, Expanded TV Tier and Local Phone Service
Double Play TV	-\$20.00	Internet Service and Expanded TV Tier
Double Play Phone	-\$10.00	Internet Service and Local Phone Service

Miscellaneous Recurring Charges		
Static Public IP Address	\$5.00	
WiFi Extender	\$5.00	
Outdoor WiFi Extender	\$15.00	
Battery Backup	\$4.00	Phone customers receive this for free
Miscellaneous Non Recurring Charges		
Standard Residential Installation	\$100.00	
Standard Rural Residential Installation Charge	\$100.00	
Rural Drop Installation Fee	Calculated	\$1/ft from the nearest hand hole to the demarc location at the house
Hourly Installation Rate	\$75.00	Hourly charge for installation beyond standard
Account Transfers	\$25.00	
Non-Pay Reconnect	\$35.00	
Service Trip Charge	\$35.00	
After Hours Support Fee	\$150.00	If the problem is determined to be with customer's equipment or technology. After hours is considered between 8:00pm and 8:00am, Monday-Friday and all day Saturday and Sunday. Plus hourly fee if more than 2 hours.
After Hours Hourly Fee	\$100.00	
Battery Backup 24 Hour	\$350.00	
Miscellaneous Equipment Fees		
Coaxial Jumper - 6 ft	\$5.00	
Coaxial Jumper Over 6 ft	\$6.00	Plus \$.15/ft
Cat 5 or 6 Jumper 6 ft	\$5.00	

Cat 5 or 6 Jumper Over 6 ft	\$6.00	Plus \$.15/ft
HDMI Cable 6 ft	\$10.00	
HDMI Cable 15 ft	\$20.00	
Power Strip	\$10.00	
Unreturned/Damaged Equipment Fees		
Remote Control	\$25.00	
HD Set Top Box	150.00	
844G ONT/Router	\$210.00	
844E Router	\$110.00	
803G ONT	\$120.00	
GS4227/GS4227W ONT/Router	\$220.00	
GS4220 Router	\$175.00	
GS2029E Router	\$100.00	
GP1101X ONT	\$170.00	
GM1028 Mesh	\$105.00	
GM1028H Mesh	\$200.00	
G1001-C Positron	\$100.00	
GS5229 ONT	\$300.00	
GS5229E Router	\$245.00	
GS5239 ONT	\$335.00	
GS5239E Router	\$280.00	
GS2028E	\$125.00	
ONT Battery Backup	\$75.00	
Media Over Cable Converter	\$75.00	
8 Port Ethernet Switch	\$75.00	
804 WiFi ExtenderWiFi Extender	\$90.00	
Fiber Jumper	Cost + 10%	
Fiber Drop	Cost + 10%	

Section 2. As of the effective date set forth herein below, the rates and charges set out herein shall replace all residential rates and charges in effect on the date of this resolution in their entirety.

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resolution as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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PASSED AND APPROVED this 27th day of April 2026.

ATTEST:

Dom Selgrade, Board Chair

Monica Thompson, Board Secretary