



MAC

RFP # HV-805-060222

Daktronics Bid Response

FOR

ATHLETIC SCOREBOARDS AND DIGITAL DISPLAYS





SECTION 1.0 – BIDDER RESPONSES TO SCOPE OF WORK AND PRICING

1.1 Minimum Mandatory Requirements

All Bids will be reviewed for compliance with the mandatory requirements. Bids deemed non-responsive will be eliminated from further consideration.

1. Proposer must have three (3) years' experience, within the last five (5) years, providing athletic scoreboards and digital displays equivalent or similar to that being requested by Huron Valley Schools as described herein.
2. Provide pricing to Huron Valley Schools/MAC for Athletic Scoreboards and Digital Displays. This product will be purchased over the three to five years by the school district.
3. Please include a detailed proposal describing your company's products. Please also list the types of services offered and normal timelines for scheduling delivery.

Proposer Response:

Please enter your responses in the "Proposer Response" text boxes provided. There is no requirement or limitation on the number of words for your responses.

1.2 Product and Service Categories

Huron Valley Schools is seeking a provider that has the depth, breadth and quality of resources necessary to provide multiple models of Athletic Scoreboards and Digital Displays. Offerings should include a complete line of products, installation and related services, and solutions that can be customized to meet the needs of Huron Valley Schools/MAC cooperative members. Huron Valley Schools is interested in the introduction of products that will offer Huron Valley Schools/MAC cooperative members a wide range of products and solutions.

Huron Valley Schools/MAC cooperative members will provide scoreboard dimensions, scoreboard color, caption color, border stripe color for scoreboard (if applicable), team name, and files for team logo, graphics, and sponsor advertisements.

As part of the proposal response, bidders are to include the following:

- Products: Digital displays, LED video displays, video boards, scoreboards, sports displays, message centers, marquees, video walls, display screens, ribbon displays, stanchion displays, concourse displays, transportation displays (airports, traffic management, public transport, and parking), scorer's tables, controllers, timing systems for indoor or outdoor applications, accessories, supplies, and audio or sound systems related to and in connection with the equipment and products.
- Services: Project Management, design-build, installation, and maintenance.

- Solutions: Technology integrations, software, graphic development, and advertising revenue models.
- Indicate areas of the State where you provide service (See Exhibit A).
- If selected as the awardee of the contract, provide a plan on how your company intends to market the contract to entities in Michigan.
- Provide Manufacturer Name, Product Name, and Product Number of each type of athletic scoreboard and digital display being offered.
- Descriptions, specifications, and features of each product being proposed.
- For each product, provide manufacturer's list price, quantity discounts available (percentage discounts, quick payment discounts, volume discounts, rebates, etc.), and maintenance agreement costs/fees. Provide a narrative on what maintenance costs/fees include.
- Any additional information regarding installation, delivery, and service.
- Provide Manufacturer Information on any Additional Vendor "Value-Added" services or Warranty services for each Manufacturer/line with your proposal.
- Refer to Attachment A for general information pertaining to products, service, warranties, submission of electronic price lists, etc.

1.3 Product Specifications

1.3.1 Reservation of Rights

Huron Valley Schools will evaluate the merits of all bids submitted and reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all bids or portions of bids with or without cause. Huron Valley Schools further reserves the right to waive any irregularity or informality in the RFQ process or any bid, and the right to award to one or multiple vendors. Huron Valley Schools reserves the right to add or delete services from the bid, extend agreements, or change vendors, in order to best serve the eligible agencies. These changes will follow approved bidding laws. Huron Valley Schools may use the product or service cost, or the sum of groups of products and/or services, may group similar products, and/or total cost of ownership, to evaluate prices and award bids. Huron Valley Schools reserves the right to request additional information from any or all Proposers. Huron Valley Schools also reserves the right to select one or more vendors to award a contract to under this RFQ. In the event a bid is accepted by Huron Valley Schools and the vendor asserts exceptions, special considerations or conditions after acceptance, Huron Valley Schools, in its sole and absolute discretion, reserves the right to reject the bid and award other Proposer(s).

Please confirm your understanding by checking Yes or No.

Yes No

1.3.2 Competition Promoted

The name of a model, manufacturer or brand in Huron Valley Schools bid documents shall not be considered as exclusive of other brands unless "NO SUBSTITUTE" is stated in the item description. Proposers may offer a variety of brands and models, as it is the intent of Huron Valley Schools to provide a multitude of options to the eligible agencies. Huron Valley Schools expects all supplies, materials, equipment or products bid to meet or exceed the specifications set forth in this



RFQu. Further, it is Huron Valley Schools intent that this RFQu permit competition. Accordingly, the use of any patent, proprietary name or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, materials, equipment or products requested in this RFQu are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. Huron Valley Schools, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by Proposer meet the specifications contained in this RFQu and possess equivalent and/or better qualities.

Please confirm your understanding by checking Yes or No.

Yes No

1.4 Service Specifications

All services furnished must be in conformity with the participating agency requirements and specifications and will be subject to acceptance by the individual customers at delivery. The right is reserved to reject the service at the risk and expense of the vendor.

Please confirm your understanding by checking Yes or No.

Yes No

1.4.1 Contractor Code of Conduct

The purpose of the Huron Valley Schools and its employees is to provide a safe, positive learning environment for the students of the District. In providing that environment it is mandatory that all employees, visitors, and contractors follow certain levels of conduct, dress, and demeanor. This Code of Conduct outlines the expectations of the Huron Valley Schools for persons both contemplating performing work and performing work for Huron Valley Schools in the capacity of a contractor or subcontractor. These rules will become part of the mandatory working conditions of the contract and failure to comply by any contractor, subcontractor, management, employee, or contracted consultant may result in the cancellation of the contract. In general, it is expected that everyone entering a Huron Valley Schools facility, whether a school, support facility, or the surrounding grounds, must dress, act, and talk in a manner that is conducive to the education process of children while assuring their overall safety and security. The following rules have been established to assure that this is done:

Every contractor employee that enters or leaves the building must sign in and out at either the school office or the building engineer's office as designated by the school administrator. This sign-in sheet must record the name, time in and out, the firm, and the signature of the individual.

All contractors shall be furnished by their company a badge or identification that is to be worn while in the building. Such identification shall clearly indicate the individual's name and the name of the firm they are working for.



Prior to the beginning of a job, the contractor shall furnish the building engineer with a list of individuals expected to be on the job, contact persons with phone numbers, and a schedule of the activities to take place.

The contractor shall provide the building engineer with a scope of work and check with him prior to drilling or penetrating any walls, floors, or ceilings.

Each person working in a school building or on school property shall comply with the following:

No drinking or possession of liquor or alcoholic beverages and or possession of any kind of illicit drugs or narcotics.

No use of District facilities or equipment including telephone, computers, internet access, fax, kitchen, maintenance or office equipment.

No smoking or use of any tobacco products anywhere within the building at any time nor outside the school on District property during normal school hours (This is a law and punishable as a civil infraction by local authorities).

A reasonable standard of dress must be followed. Within the educational facilities where students and parents are or can be present, this is to mean clothing or attire must be suitable for the work and must not bear images or writing depicting anything to be construed as obscene in nature or promoting or portraying alcoholic beverages or use, drugs, narcotics, tobacco or establishments that serve or promote the use of these substances.

There shall be no use of profanity or obscene language or gestures. Language, gestures, or other actions that depict sexual or ethnic harassment or intimidation will not be permitted.

The contractor is responsible for a clean and safe workplace. To that end the following will be adhered to:

All work areas, walkways, and stairs must be kept clear of debris and loosely scattered materials.

Material storage is to be in an area designated by the Building Engineer.

All work areas are to be cleaned by the contractor prior to leaving. Building staff will not be responsible for cleaning work areas.



All trash, debris, and material must be removed from the worksite each day and disposed of off-site. District dumpsters and trash containers are not to be used by contractors for disposal.

All contractor tools and equipment must be kept in good working order, with guards and safety devices in place and working. Defective tools must be taken out of service. District tools and equipment will not be loaned to contractors.

Contractors are to provide and use required protective safety equipment and comply with all local, state, and federal safety laws and regulations.

Contractors are responsible for the reporting of accidents both to the District and their management and to obtain any emergency treatment that may be required.

Upon leaving a jobsite all doors and windows must be locked, secured, or left as they were found prior to beginning the work.

Contractors are to provide their own site safety plan for areas that they are working in.

Contractors are reminded that there may be asbestos insulation in our buildings. They are not to disturb any insulation or enter any areas that contain asbestos containing building materials. If they have any questions, contact the building engineer for direction.

Contractor is not to disable or interfere with any fire or burglary system equipment or telephone lines servicing such equipment. If equipment needs to be removed, relocated, or temporarily disabled, the contractor needs to coordinate this with the building engineer.

The District will not tolerate acts of theft, vandalism, fighting, or abuse of the facilities or activities that threaten the security and safety of the school environment and its students, staff, and employees. In summary, good judgment must be used to protect the learning environment. **Failure to comply with the above or to exhibit conduct which is deemed not in the best interest of the Huron Valley Schools will be grounds for immediate removal from the building and the project.**

Please confirm your understanding by checking Yes or No.

Yes No

1.5 Service Capabilities

1.5.1 Communication Plan/Contract Management

Proposers shall identify their company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if



not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger or acquisition.

1.5.1 Proposer Response:

Daktronics has a sales team that will work with your customers throughout the quote to order sales process. Any issues will be communicated by one of these individuals based on the project status. During the quote to order process, you will work with field sales and the sales coordinator. The project coordinator or project manager will assist after the order has been in place.

Daktronics is a publicly held corporation and any changes made are available to the public through www.daktronics.com on the Investors tab.

1.5.2 Primary Account Representative

Proposers must identify by name and location the primary account representatives and key contacts who will be responsible for the performance of a resulting contract, as well as contact persons for reports and bid documents. Include names, titles, address, phone number, and email addresses.

1.5.2 Proposer Response:

Tom Coughlin – National Sales Manager
Located in South Dakota
Phone: 605-695-9617
Email: tom.coughlin@daktronics.com

Jason Snook - Sales
Located in Michigan
Phone: 734-476-1304
Email: Jason.snook@daktronics.com

Lauren Cloud – Reporting and Bid Documents
Located in South Dakota
Phone: 605-697-0200
Email: lauren.cloud@daktronics.com

Jody Huntimer – Marketing
Located in South Dakota
Phone: 605-695-5526
Email: jody.huntimer@daktronics.com

1.6 Customer Service

It is preferred that the Vendor have an accessible customer service department with an individual specifically assigned to Huron Valley Schools. Customer inquiries should be responded to within 48 hours or two (2) business days unless it is an emergency issue. Describe your company's Customer Service Department (hours of operation, number and location of service centers, regular and emergency response times, etc.)

1.6 Proposer Response:

Daktronics offers many different service experiences to meet your needs. Our core services include:

Service is through our support channels (Phone) 8 am to 5 pm Monday-Friday in your time zone.

Service is available through our online channels (MySupport) and online resources 24/7/365

- Review the status of a service request
- Check tracking of a part
- Request a scheduled call back during next business hours

On-site service is billable. You can expect someone to be on site from 72 hours of request.

Parts Support: As available Daktronics can support your part needs

- Repair & Return
- Exchange
- Sale

1.7 Purchase Orders

Requests for quotes will be initiated by participating entities as specific needs arise. Participating entities will issue individual detailed specifications to the pre-qualified vendor pool along with specific response information required, deliverables, and any special terms and conditions. The vendors will respond directly to the requesting agency within the timeframe specified in the request for quote. The participating entity will evaluate the responses and determine the vendor that will be awarded a purchase order (PO). Resulting orders are to be delivered and billed directly to these institutions.

Please confirm your understanding by checking Yes or No.

Yes No

1.8 Delivery and Acceptance

The Proposer will be required to quote prices for all known costs for the requested products and services. Proposer should address the following items and costs in their proposal and other item/costs that they are aware of that may not have been requested in this bid.

- Time frames for delivery of service.
- Please give a description and the costs associated with products and the service models you recommend.
- What is your Ordering procedure and/or process?
- Policies and procedures for an organization accepting a delivery of service.

1.8 Proposer Response:

Freight will be quoted on a per project basis according to customer preferences and project conditions. Any travel expense to deliver service or labor on site will be delineated on the quote along with any freight or shipping costs related to the product.

Daktronics has an order team to walk the customer through every step of the process from ordering to delivery. The customer will work with our sales team to identify what equipment will be ordered and our internal teams will then work to put a quote together and provide pricing. When the customer is ready to



order, our internal team will process the order and communicate shipping and delivery details. Once we have received payment in full from the customer, our cooperative administrator will report on and pay administrative fees to Huron Valley Schools Cooperative.

Daktronics will work with your member organization on any special delivery requirements if needed (e.g. lift gate) and recommend to visibly inspect their delivery for any damage to the packaging/crating when signing the bill of lading.

1.8.1 Delivery Time Frames

If there are supplies, services, or regions of the state that might require a longer delivery timeframe, please denote in your response.

Please confirm your understanding by checking Yes or No.

Yes No

1.8.2 Reporting Capabilities

Contractors are required to submit quarterly sales reports and other reporting documents, as it pertains to this contract.

Please confirm your understanding by checking Yes or No.

Yes No

1.8.3 Shipping Errors

The receiving entities have been instructed to make immediate inspection on receipt of products/services and to process payment documents promptly. Payment documents, however, will be delayed if the products/services fail to comply with specification requirements.

Please confirm your understanding by checking Yes or No.

Yes No

If "NO" was answered on any items in Section 1.3.1, 1.3.2, 1.4, 1.4.1, 1.7, 1.8.1, 1.8.2, and 1.8.3, please explain:

1.9 Management and Staff

Proposer should address the following items in their proposal:

- Project Management of the contract;
- Staff and responsibilities;
- Process and procedures to keep safe and secure facilities when delivering product;
- Please describe your company's background check process for delivery and maintenance personnel, if delivery is by a company other than UPS and Federal Express.

1.9 Proposer Response:

Project management is unique to each project being processed by Daktronics. Daktronics will rely on information provided by each participating agency regarding respective site conditions. Daktronics has a full system for sales, production, invoicing and reporting. There are check points at each step of the order process to ensure the coop contract is being followed.

Depending on the product shipping, Daktronics uses both less than truckload (LTL) services and full truckload services (FTL). When using the LTL network, the product ships from warehouse to warehouse. Each warehouse is secure as well as trucks moving from warehouse to warehouse to final destination. When using the FTL service, each truck is tracked as it progressed from origin to final destination.

For shipment larger than small pack shipments, Daktronics utilizes 3PL services to secure capacity for shipping and delivering its products. These 3PL providers contract directly with carriers. These carriers are required to conduct background checks on all drivers.

1.10 Orders/Delivery Reporting/Customer Service

1. Generally

Purchase Orders will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications with specific response information required, deliverables, and any special terms and conditions. The contractor will respond directly to the requesting agency within the timeframe specified by the participating agency.

2. Ordering Process Capabilities

Proposers shall identify their ordering/customer service capabilities. This includes having the capacity to receive orders electronically, by phone, facsimile, and by written order. A state-wide toll-free phone number for phone orders will be required. The Vendor agrees to have internal controls to ensure that authorized individuals place orders.

1.10 Proposer Response:

All projects are quoted per the project conditions required by the customer, therefore, all required elements to the project are delineated within the quote. Customer requirements vary and all items like the installation responsibilities and training are shown on the quote. If requested by the customer, we will include the estimated tax amount for the project.

Once the customer is ready to order, we will work with them to confirm the equipment and other details. We will then create order documents that list all of the equipment to be ordered and include a signature page. Customer can sign the signature page or issue a purchase order and send to Daktronics to place their order. Orders are able to be received electronically, facsimilie, and written order.

Daktronics notes that no "Solicitation Terms and Conditions" or "Sample Contract" was posted. It is therefore assumed that the Solicitation Terms and Conditions/Sample Contract is comprised solely of this RFP document and its attachments. Offered pricing assumes that, except where this RFP specifically states conflicting terms, and to the extent permitted by law, orders will incorporate Daktronics Standard



Terms and Conditions of Sale. See attachments titled Terms and Conditions and Warranty and Limitation of Liability.

1.11 Pricing Schedule

1. Price Guarantee

Price Stability Guarantee

For the first year of the Agreement, the vendor must guarantee to provide the products at the proposed rates. The vendor can propose price increases or decreases after the above stated time period.

Promotional Pricing

Proposer may offer promotional pricing for awarded products and/or services during the contract term. Upon promotion expiration, the pricing must return to previous item price and remain in compliance with the Price Stability Guarantee.

Free on Board (F.O.B) Delivered/Destination (Required)

Prices shall be quoted "F.O.B. Delivered/Destination" to each Customer with transportation charges prepaid on all orders of one (1) or more.

2. Bid Pricing

Bid pricing must reflect Net 30 payment terms.

3. Quantity Term

Vendor agrees to supply the complete quantity and products that each customer requires.

4. Rebates and Special Promotional Capabilities

All vendors are encouraged to make manufacturer promotions, rebates and special pricing opportunities available. Huron Valley Schools must approve promotional materials referring to the Huron Valley/MAC Agreement prior to release. Huron Valley/MAC will post rebate and special pricing information on its web site.

Guidelines for Vendor /Contractor promotions for Huron Valley/MAC awarded items:

- A. Submit all promotions for approval
- B. Identify the savings amount
- C. Identify the final price
- D. Specify the time period in which a purchase must be made
- E. Identify the link to a rebate form (preferred) or provide the form

5. Tax Excluded from Price

(a) Sales Tax: Huron Valley and local units of government are exempt from sales tax for direct purchases. The Proposer's prices must not include sales tax.

(b) Federal Excise Tax: Huron Valley and local units of government may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Huron Valley Schools exclusive use. Certificates showing exclusive use for the



purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Proposer's prices must not include the Federal Excise Tax.

1.11 Proposer Response:

Please provide pricing information and any additional comments regarding pricing, promotions and discounts being offered, and information on other cooperative contracts held by respondent.

Pricing is based on current market conditions. Due to extraordinary volatility in the cost and availability of materials and labor, including that of steel and other components, Daktronics reserves the right to make equitable pricing updates, with reasonable advance written notice, at any time during the term if market conditions significantly change.

Daktronics reserves the right to refuse any order. Daktronics pricing assumes that Daktronics insurances as included with the proposal is acceptable. Please see attached Evidence of Insurance.

Daktronics freight pricing provided will be FCA Destination Incoterms.

Standard payment terms for public entities is Net 30 with a purchase order for projects less than \$100,000. For projects over \$100,000, the terms are negotiable based on progress payments. Daktronics accepts check, credit card, wire transfers, and ACH payments.

Our pricing offered is based on expected quantities and volume and is extended to Huron Valley Schools individual members regardless of individual member volume. Periodically during a short period of time (usually 3 months or less) we may offer incentive programs (credit or other) as a marketing method to increase order activity.

1.12 Price Assurance

The awarded vendor agrees to provide pricing to Huron Valley Schools and its participating entities ensuring the lowest pricing available. The awarded vendor agrees to promptly lower the cost of any product/service purchased through Huron Valley Schools following a reduction in the manufacturer or publisher's direct cost. If respondent has existing cooperative contracts in place, Huron Valley Schools requests equal or better than pricing to be submitted.

All pricing submitted to Huron Valley Schools shall include 2.0% administrative/remittance fee to be remitted to MAC by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings and sales reports up to date and on file with Huron Valley Schools/MAC.

SECTION 2.0 – BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the bid documents, including, without limitation, any RFP Addenda and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the bid documents of RFQu # HV-805-060222 Athletic Scoreboards and Digital Displays.
3. The undersigned has reviewed the bid documents and fully understands the requirements in this bid and that each bidder who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, and agrees that its bid, if accepted by Huron Valley Schools, will be the basis for the Bidder to enter into a contract with Huron Valley Schools in accordance with the intent of the bid documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements listed in Section 2.3:
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
 - Assurance Regarding Access to Records and Financial Statements
 - Iran Economic Sanctions Act
 - Familial Relationship Disclosure
 - Non-Collusion Affidavit
6. The selected Contracting Agency will be required to sign a Confidentiality Agreement to protect the data supplied by the schools and agencies. The selected Contracting Agency will adhere to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 123g), Michigan Education Code, and District policies regarding the protection and confidentiality of data. At all times, the Contracting Agency will consider all data collected in the course of their duties to be protected and confidential. The Contracting Agency needs to explain how it will clean the hard drives in the copier machines at lease end or changes in copier machines to ensure removal and protection of data.
7. The undersigned acknowledges that bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQu and associated bid documents.
8. It is the responsibility of each bidder to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against Huron Valley Schools based upon ignorance of conditions or misunderstanding of the specifications.

9. Patent indemnity: Vendors who do business with the Huron Valley Schools shall hold Huron Valley Schools, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Huron Valley Schools, prior to award, and shall include an insurance certificate and additional insured certificate, naming Huron Valley Schools, which meets the minimum insurance requirements, as stated in the terms and conditions.
11. Bidders are requested to submit a bid on any category(s) that they are able to supply as specified. Substitutions will not be considered. If the documents note "or acceptable equal" all manufacturers will be considered. Products for consideration must comply with bid category "general notes" and identify discrepancies where product does not meet or exceed the specified (basis of design) product for design, finish, and quality.
12. Should a Bidder find discrepancies in, or omissions from the specifications, details, instructions and bid proposal form, or should the bidder be in doubt as to the meaning, the bidder should notify, the bid contact who will send written instructions to all appropriate Bidders. The Owner shall not be responsible for any oral instructions.
13. It is the Bidder's responsibility to note any detail or specification that, in his opinion, is not practical or functional.
14. Interpretations and supplemental instructions will be issued by Addenda. No Bidder shall rely on any interpretations or corrections given by any other method. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding.
15. Copies of addenda will be made available for inspection wherever Bidding Documents are posted.
16. Addenda will not be issued later than three (3) days, (72 hrs.) prior to the date of receipt of bids (excluding weekends and holidays), except an addendum withdrawing the request for bids or postponing the bid date.
17. Failure of Bidder to receive such addenda shall not relieve him from any obligation under his bid as submitted.
18. Failure to comply with instructions stated in this section may result in rejection of bid.
19. After a contract agreement has been executed, the Bidder shall not be allowed any sum over and above the price(s) specified in the contract agreement.



20. Huron Valley Schools requires all Contractor owners, employees, agents, representatives, subcontractors, and/or other personnel who will be present on School grounds to submit to a criminal history background check. This background check will include a requirement for each contractor owner, employee, agent, representative, subcontractor, and/or other personnel to be screened before he/she enters School grounds. A valid State ID card or Driver's License is required to complete the background check. Once screened, the District will provide approved personnel with a Contractor Badge with a unique number.

ORDER DELETIONS


1. Owner reserves the right to add or deduct item quantities from the original specification, up to 10% of the original quantities without any effect on the unit prices submitted.

Huron Valley Pricing

Respondents should indicate any discounts or promotional pricing available. Please specify where different percentage discounts apply. If respondent has existing cooperative contracts in place, Huron Valley requests equal or better than pricing to be submitted.

Solicitation Terms and Conditions/Sample contract will be posted with the Q & A documents.

2.1 Company Profile

Official Name of Bidder: Daktronics, Inc.		Type of Entity/Organization (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Non-Profit / Church <input type="checkbox"/> Other: _____
Street Address: 201 Daktronics Drive		
City: Brookings		
State: SD	Zip Code: 57006	
Website: www.daktronics.com		
Primary Contact Name: Jason Snook		
Primary Contact Phone Number 734-476-1304		
Primary Contact Email Address: Jason.snook@daktronics.com		
Dunn & Bradstreet (D&B) Number (if applicable): 04-952-1511		
Has your company been debarred by the Federal Government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Has your company been debarred by State Governments? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Brief history of your company, including the year it was established: Daktronics was founded in 1968 by Drs. Aelred Kurtenbach and Duane Sander, professors of electrical engineering at South Dakota State University in Brookings, SD. The company began with the design and manufacture of electronic voting systems for state legislatures. In 1971, Daktronics developed the patented Matside® wrestling scoreboard, which was the first product in the company's growing and evolving line of 'catalog' scoreboards. Since its beginnings in 1968, Daktronics has grown from a small company operating out of a garage to a world leader in the display industry. The company employs more than 2,700 people working under more than 1 million square feet of its manufacturing and office facilities. In 1994, Daktronics, Inc. became a publicly traded company, offering shares under the symbol DAKT on the NASDAQ National Market system.		
Signature: 		
Name and Title of Signer: Tom Coughlin – National Sales Manager		
Date: 6/23/2022		

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Daktronics, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions. 201 Daktronics Dr.	Requester's name and address (optional)	
	6 City, state, and ZIP code Brookings, SD 57006		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	6	-	0	3	0	6	8	6	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Melissa Hawbeck</i>	Date ▶ 1/3/2022
------------------	---	-----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

2.2 References

Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 5 years.

Entity Name: Birmingham Public Schools	
Contact Name: Aaron Frank	Title: Athletic Director
City: Birmingham	State: MI
Phone Number: 248-203-3775	Years Served: 20 Years
Description of Services: Scoreboards, video boards and sound	
Annual Volume: About \$1 million over 4 years	

Entity Name: Novi High School	
Contact Name: Don Watchowski	Title: Athletic Director
City: Novi	State: MI
Phone Number: 248-449-1506	Years Served: 20 Years
Description of Services: Scoreboards, video boards and sound	
Annual Volume: About \$750,000 over 3 years	

Entity Name: Woodhaven High School	
Contact Name: Mike Belcher	Title: Operations
City: Woodhaven	State: MI
Phone Number: 734-891-7337	Years Served: 15 Years
Description of Services: Scoreboards, video boards and sound	
Annual Volume: About \$500,000 over 3 years	



2.3 Assurances and Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs


The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the Michigan Department of Education (MDE).

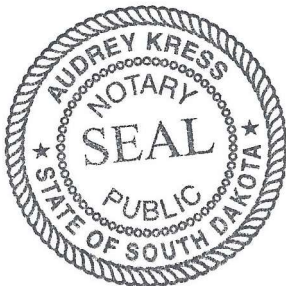
Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Huron Valley Schools, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with 2 CFR, Part 200, Subpart F, and Compliance Supplement for the U.S. Department of Education.

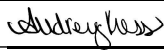
Iran Economic Sanctions Act

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. Huron Valley Schools as a Michigan public entity is required to follow Public Act 517 of 2012.

Vendor Signature: 
Date: 6/23/2022



My Commission Expires 12/07/2022

Notary	
State of	<u>South Dakota</u>
County of	<u>Brookings</u>
Sworn to and subscribed before me, a notary public in and for the above state and county, on this <u>23</u> day of <u>June</u> , 20 <u>22</u> .	
Notary Public	 <small>Digitally signed by Audrey Kress DN: cn=Audrey Kress, o=DataTronics, Inc., ou=Sales Coordinator Supervisor, email=audrey.kress@datatronics.com, c=US Date: 2022.06.23 14:18:33 -0500</small>
My commission expires:	12/07/2022



2.4 CONSTRUCTION BID DISCLOSURE STATEMENT – FAMILIAL RELATIONSHIP

Pursuant to MCL 380.1267, a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Huron Valley Schools Board of Education or the Huron Valley Schools District Superintendent must be accompanied with the bid. Bids without this disclosure statement will not be accepted.

The members of the Huron Valley Schools Board of Education include: Thomas Wiseman, Denise Pistana, Sean Carlson, Denise Forrest, Lindsey Cotter, Laura Dodd.

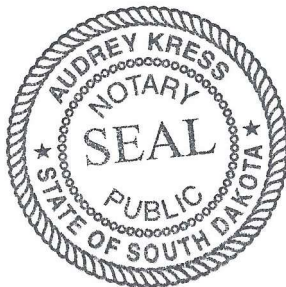
Dr. Paul Salah is Huron Valley Schools’ Superintendent.

The Following are the familial relationships:

Three horizontal lines for listing familial relationships.

There are none.

Vendor Signature: [Handwritten Signature]
Date: 6/23/2022



My Commission Expires 12/07/2022

Notary
State of South Dakota
County of Brookings
Sworn to and subscribed before me, a notary public in and for the above state and county, on this 23 day of June, 2022.
Notary Public [Handwritten Signature]
My commission expires: 12/07/2022



NON-COLLUSION AFFIDAVIT

STATE OF SOUTH DAKOTA)
)
 [BROOKINGS])

ss:

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/she further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, gift, fee, commission or thing of value on account of such sale.

Daktronics, Inc.
Bidder (Firm)

Signature of Bidder or Agent

Subscribed and sworn to before me this 23 day of June, 2022.

My commission expires: 12/07/2022

County of residence: Brookings, SD

Digitally signed by Audrey Kress
DN: cn=Audrey Kress, o=Daktronics, Inc, ou=Sales
Coordinator Supervisor, email=audrey.kress@daktronics.com,
c=US
Date: 2022.06.23 14:19:13 -05'00'

Notary Public Signature



(Return this completed form with bid package)

My Commission Expires 12/07/2022

TERMS AND CONDITIONS OF EXTENDED SERVICE

1. **Scope of Extended Service Agreement.** The scope of the Extended Service Agreement (the "Service Agreement") covers the Equipment and any Software delivered by Daktronics that is delivered under the terms of the applicable software agreement between Purchaser and Daktronics, and shall also include those services defined on Attachment A, SCOPE OF SERVICES (excluding maintenance services which are the responsibility of Purchaser as defined on Attachment A or services which may be purchased for an additional fee) (the "Services"). Response Times are defined on Attachment A.
2. **Contract Documents.** The parties agree that any subsequently-issued Purchaser form, such as a purchase order, shall incorporate the terms and conditions of this Service Agreement. The provisions of this Service Agreement shall control in the event of any conflicting provision in Purchaser's form.
3. **Commencement Date.** The Services shall begin upon the date stated as the 'Commencement Date' as detailed elsewhere in this agreement.
4. **Conditions Precedent.** Daktronics reserves the right to suspend its performance in the event Purchaser fails to: (a) make payment as required, (b) maintain the Equipment within the recommended environmental conditions, including but not limited to appropriate ventilation/air conditioning for its location (Air conditioning systems must be maintained according to manufacturer's specifications), (c) perform preventative maintenance not included within this Service Agreement, or (d) perform any other obligation including, without limitation, complying with the terms of any software agreement between Purchaser and Daktronics.
5. **Payment.** Unless otherwise stated, the price is exclusive of federal, state and local taxes, including without limitation sales, use, excise, privilege, or transactional taxes, but excluding Daktronics' income tax ('Tax'). Purchaser shall promptly pay upon demand such applicable Tax. Purchaser must present a valid exemption certificate if it claims any exemption from Tax. Late payments shall accrue interest at the rate of 1.5% per month or the highest amount permitted by law, whichever is lower.
6. **Spare Parts Package.** In the event the Equipment was purchased with a spare parts package, the parties acknowledge and agree that the spare parts package is designed to exhaust over the life of the Equipment and, as such, the replenishment of the package is not included in the scope of this Service Agreement.
7. **Replacement Parts.** Any replacement parts or Equipment will be new or serviceably used, comparable in function and performance to the original part or Equipment, and warranted for the remainder of the Warranty Period. Purchasing additional parts or Equipment from Daktronics does not extend the Warranty Period.
8. **Limitations of Coverage.** This Service Agreement does not cover: (a) service due to: (i) inadequate or improper power, including without limitation a sudden surge of electrical power; (ii) improper handling, installation, adjustment, service, care, maintenance, storage or use of the Equipment; (iii) a Force Majeure Event; (iv) environmental conditions outside the Equipment's technical specifications (including, without limitation excessive temperatures, corrosives, and metallic pollutants); (v) defects or failures occurring during a lapse in service coverage; (vi) incorporation of accessories, attachments, software or other devices or systems not furnished by Daktronics; or (vii) any other cause other than ordinary use; (b) the provision of replacement communication methods (such as wire, metallic or fiber optic cable, conduit, trenching or other solutions) for the purpose of overcoming local site interference; (c) wireless devices or services used for providing wireless connection to the Equipment (wireless devices and services provided by Daktronics are subject to [Daktronics Terms and Conditions of Wireless Service](https://www.daktronics.com/TermsConditions/DD3956286) available at <https://www.daktronics.com/TermsConditions/DD3956286>); (d) LED degradation or ultraviolet (UV) damage (degradation means the LED continues to emit light, but at some lesser level of brightness); (e) paint or refinishing the Equipment or furnishing material for this purpose; (f) pixel failure less than a total of .5% of the overall display, or in the case of free form elements, one entire element; (g) electrical work external to the Equipment; (h) batteries; (i) third-party systems and other ancillary equipment including without limitation front-end video control systems, audio systems, video processors and players, HVAC equipment, and LCD screens; (j) the security or functionality of End User's network or systems, including anti-virus software updates; or (k) any physical damage which includes, but is not limited to, missing, broken, or cracked components resulting from non-electrical causes; altered, scratched, or fractured electronic traces; missing or gauged solder pads; cuts or clipped wires; crushed, cracked, punctured, or bent circuit boards; or tampering with any electronic connections. Further, in displays manufactured using certain LEDs as indicated by an M or WR (indicating LED type) in the display name, this Agreement does not cover pixel failure after five (5) years.
9. **Actions that Void the Service Agreement.** Daktronics shall be under no obligation to continue service under this Service Agreement if the Equipment or Software is: (a) moved from its location of initial installation or reinstalled without the prior written approval of Daktronics (unless the equipment was designed by Daktronics to be mobile), or (b) improperly repaired or altered by a party not under Daktronics control in a manner inconsistent with the Equipment manufacturer's standards or recommendations.
10. **Service Providers.** Daktronics may select the parties delivering services under this Service Agreement at its reasonable discretion.
11. **Access to the Equipment.** The Purchaser shall provide unfettered, solid, safe and unrestricted access to the Equipment (including, if requested, any installed Software) taking into account environmental or site conditions. Unless otherwise specified on Attachment A, the Purchaser shall be required to provide any lifts or access equipment. Additional equipment or personnel required for safety, as determined by Daktronics in its reasonable discretion, shall be billed separately on a time and material basis.
12. **Adverse Conditions.** In no event shall Daktronics be obliged to perform Services under this Service Agreement during the existence of Adverse Conditions. 'Adverse Conditions' include without limitation, the following: severe inclement weather, hazardous site conditions including the actual or suspected presence of hazards or contagions likely to cause death, illness, or physical harm, or infestations of animals or dangerous insects, saturated ground conditions, or residence or occupation by unauthorized personnel. The determination of a site condition as an Adverse Condition shall be at the reasonable discretion of Daktronics. Inaccessibility due to Adverse Conditions will exempt a location from coverage under this Service Agreement until such time as the Equipment becomes safely accessible once again.

TERMS AND CONDITIONS OF EXTENDED SERVICE

13. **Cooperation.** Purchaser shall fully cooperate with Daktronics in connection with the service of the Equipment and Software. The Purchaser shall promptly notify Daktronics of Equipment and Software failure. Waiver of liability or other restrictions shall not be imposed as a requirement prior to accessing the site.

14. **Return Items.** All items returned to Daktronics must have a Return Material Authorization (RMA) number. For exchange items, the number is included with the shipment of the exchange unit. For repair items, an RMA number can be obtained by phone (800-325-8766), (International +1-605-697-4000), fax (605-697-4444) unless otherwise directed by Daktronics.

15. **Shipping.** When returning parts to Daktronics for repair or replacement, Purchaser assumes all risk of loss or damage, agrees to use any shipping containers, which might be provided by Daktronics, and agrees to ship the Equipment in the manner prescribed by Daktronics. If returning equipment within the United States or within Canada, all Equipment must be returned by Purchaser FCA Daktronics' designated facility per Incoterms® 2020. If returning equipment across country borders, all Equipment must be returned by Purchaser DDP Daktronics' designated facility per Incoterms® 2020. Daktronics assumes all risk of loss or damage during return shipment to Purchaser and such Equipment shall be returned by Daktronics FCA or DDP Purchaser's designated facility per Incoterms® 2020 as appropriate.

16. **Confidentiality.** To the extent permitted by law, Purchaser shall consider all information furnished by Daktronics, including the terms and conditions of this Service Agreement, to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than fulfillment of this Service Agreement unless Purchaser first obtains written permission from Daktronics to do so. Purchaser shall provide confidential information only to those of its agents, servants, and employees who have been informed of the requirements of this paragraph and have agreed to be bound by them. The provisions of this paragraph shall survive termination of the Service Agreement.

17. **Default.** Daktronics reserves the right to terminate this Service Agreement and accelerate all amounts due and payable if: (a) Purchaser fails to make payment to Daktronics within ten days of the agreed payment dates, (b) Purchaser otherwise fails to comply with any material provision of this Service Agreement, or (c) any proceeding is filed by or against Purchaser in bankruptcy. Daktronics reserves all its rights (both legal and equitable) under the Agreement, applicable statutes, and the common law. If Purchaser fails to perform any covenant or obligation under this Service Agreement or any other agreement that Purchaser has with Daktronics, including without limitation the failure to pay when due any amounts owed to Daktronics, Daktronics shall be excused from the performance of any of its obligations under this Service Agreement and any other agreement it has with the Purchaser. Purchaser shall be liable for any and all costs and expenses (including reasonable attorney's fees) incurred by Daktronics in enforcing any provision of this Service Agreement.

18. **Indemnity.** Daktronics shall indemnify, defend and hold harmless the Purchaser and its subsidiaries, officers, directors, shareholders, partners, employees, agents, insurers, successors and assigns from any third-party claims for liability, losses, damages, costs or expenses (collectively, 'Losses') to the extent that such Losses arise out of: (i) any negligent act or omission by Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control related to the execution of this Service Agreement, provided that such Losses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property; (ii) any claim against any indemnified party by reason of or alleging any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right regarding the Equipment or the Software and its components; or, (iii) any fine or assessment with respect to any violation or alleged violation of any applicable laws regarding safety or health.

The Purchaser shall indemnify, defend and hold harmless Daktronics and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, insurers, successors and assigns of each of the foregoing from any and all Losses arising out of or in any way related to: (i) any negligent act or omission by the Purchaser or its personnel, agents, subcontractors, or others engaged by the Purchaser or under their control (other than Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control), provided that such Losses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property; or (ii) any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right.

19. **Disclaimers; Limitation of Liability.** Daktronics makes no representations or warranties under this Service Agreement. The damage limitation provided in this Service Agreement and the remedies stated herein shall be exclusive and shall be Purchaser's sole remedies. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, REGARDLESS OF CAUSE, WHETHER SUCH LOSSES ARISE DIRECTLY OR INDIRECTLY FROM THE OTHER PARTY'S ACTS, OMISSIONS, OR BREACH; REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE; WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; WHETHER OR NOT THE REMEDIES AGREED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE; AND REGARDLESS OF THE THEORY UPON WHICH A CLAIM IS BASED. For the purposes of this Agreement, the Parties agree that "Consequential Damages" include, but are not limited to, loss of use, loss of profit, loss of business opportunity, and loss of advertising revenue. Purchaser explicitly accepts the provisions of this paragraph in return for the prices granted under the Service Agreement. Purchaser understands and agrees that the prices granted herein would be higher in the absence of this limitation of liability. No action against Daktronics shall be commenced more than one year after the accrual of the cause of action. Daktronics shall have no liability with respect to claims relating to or arising from use of third-party products and services.

20. **Force Majeure.** Daktronics shall be excused from any liability under this Agreement for any delay or nonperformance caused by a Force Majeure Event. A Force Majeure Event shall mean any: act of God; natural disaster such as flood, fire, hurricane, earthquake, or other casualty; labor or material shortages or other types of industrial disturbance; quarantines or epidemics; national or regional emergencies; government actions; embargos or blockades; labor strikes, lock-outs, or other labor disturbance; war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; or any other events or circumstances not within the reasonable control Daktronics, whether foreseeable or not, and whether similar or dissimilar to any of the foregoing.

TERMS AND CONDITIONS OF EXTENDED SERVICE

21. Assignment. Unless otherwise stated, this Service Agreement may not be assigned by either party without the prior written consent of the other party.

22. Miscellaneous. This Service Agreement shall be governed by the laws of the state or province where the Services are provided without regard to its conflict of law principles. This Service Agreement is the product of negotiations between the parties and any rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Service Agreement and are expressly waived. This Service Agreement represents the entire agreement of the parties and supersedes any previous understanding or agreement regarding the Services. This Service Agreement may not be amended or altered in any manner except in a writing signed by both parties. This Service Agreement may be executed in counterparts. The Purchaser and Daktronics are not partners or joint venturers. If any part of this Service Agreement is in any manner held to be invalid, illegal, void, or to be in conflict with any law, then the validity of the remaining portions or provisions of this Service Agreement shall not be affected, and such part, term, paragraph or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Service Agreement to the maximum extent permitted by law.

DAKTRONICS WARRANTY & LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Daktronics with respect to the Equipment. By accepting delivery of the Equipment, Purchaser and End User agree to be bound by and accept these terms and conditions. Unless otherwise defined herein, all terms within the Warranty shall have the same meaning and definition as provided elsewhere in the Agreement.

DAKTRONICS WILL ONLY BE OBLIGATED TO HONOR THE WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS UPON RECEIPT OF FULL PAYMENT FOR THE EQUIPMENT

1. Warranty Coverage.

- A. Daktronics warrants to the original end user (the "End User", which may also be the Purchaser) that the Equipment will be free from Defects (as defined below) in materials and workmanship for a period of one (1) year (the "Warranty Period"). The Warranty Period shall commence on the earlier of: (i) four weeks from the date that the Equipment leaves Daktronics' facility; or (ii) Substantial Completion as defined herein. The Warranty Period shall expire on the first anniversary of the commencement date.

"Substantial Completion" means the operational availability of the Equipment to the End User in accordance with the Equipment's specifications, without regard to punch-list items, or other non-substantial items which do not affect the operation of the Equipment

- B. Daktronics' obligation under this Warranty is limited to, at Daktronics' option, replacing or repairing, any Equipment or part thereof that is found by Daktronics not to conform to the Equipment's specifications. Unless otherwise directed by Daktronics, any defective part or component shall be returned to Daktronics for repair or replacement. This Warranty does not include on-site labor charges to remove or install these components. Daktronics may, at its option, provide on-site warranty service. Daktronics shall have a reasonable period of time to make such replacements or repairs and all labor associated therewith shall be performed during regular working hours. Regular working hours are Monday through Friday between 8:00 a.m. and 5:00 p.m. at the location where labor is performed, excluding any holidays observed by Daktronics.
- C. Daktronics shall pay ground transportation charges for the return of any defective component of the Equipment. All such items shall be shipped by End User DDP Daktronics designated facility per Incoterms® 2020. If returned Equipment is repaired or replaced under the terms of this Warranty, Daktronics will prepay ground transportation charges back to End User and shall ship such items DDP End User's designated facility per Incoterms® 2020; otherwise, End User shall pay transportation charges to return the Equipment back to the End User and such Equipment shall be shipped Ex Works Daktronics designated facility per Incoterms® 2020. All returns must be pre-approved by Daktronics before shipment. Daktronics shall not be obligated to pay freight for any unapproved return. End User shall pay any upgraded or expedited transportation charges
- D. Any replacement parts or Equipment will be new or serviceably used, comparable in function and performance to the original part or Equipment and warranted for the remainder of the Warranty Period. Purchasing additional parts or Equipment from the Seller does not extend the Warranty Period.
- E. Defects shall be defined as follows. With regard to the Equipment (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Equipment from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. Unless otherwise expressly provided, this Warranty does not impose any duty or liability upon Daktronics for partial LED pixel degradation. Notwithstanding the foregoing, in no event does this Warranty include LED pixel degradation caused by UV light. This Warranty does not provide for the replacement or installation of communication methods including but not limited to, wire, fiber optic cable, conduit, trenching, or for the purpose of overcoming local site interference radio equipment substitutions.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DAKTRONICS DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES APPLICABLE TO THE EQUIPMENT AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY OR QUALITY OF DATA. OTHER ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DAKTRONICS, ITS AGENTS OR EMPLOYEES, SHALL NOT CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

THIS LIMITED WARRANTY IS NOT TRANSFERABLE.

2. Exclusion from Warranty Coverage

This Warranty does not impose any duty or liability upon Daktronics for any:

- A. damage occurring at any time, during shipment of Equipment unless otherwise provided for in the Agreement. When returning Equipment to Daktronics for repair or replacement, End User assumes all risk of loss or damage, agrees to use any shipping containers that might be provided by Daktronics, and to ship the Equipment in the manner prescribed by Daktronics;
- B. damage caused by: (i) the improper handling, installation, adjustment, use, repair, or service of the Equipment, or (ii) any physical damage which includes, but is not limited to, missing, broken, or cracked components resulting from non-electrical causes;

DAKTRONICS WARRANTY & LIMITATION OF LIABILITY

altered, scratched, or fractured electronic traces; missing or gauged solder pads; cuts or clipped wires; crushed, cracked, punctured, or bent circuit boards; or tampering with any electronic connections, provided that such damage is not caused by personnel of Daktronics or its authorized repair agents;

- C. damage caused by the failure to provide a continuously suitable environment, including, but not limited to: (i) neglect or misuse; (ii) improper power including, without limitation, a failure or sudden surge of electrical power; (iii) improper air conditioning, humidity control, or other environmental conditions outside of the Equipment's technical specifications such as extreme temperatures, corrosives and metallic pollutants; or (iv) any other cause other than ordinary use;
- D. damage caused by fire, flood, earthquake, water, wind, lightning or other natural disaster, strike, inability to obtain materials or utilities, war, terrorism, civil disturbance, or any other cause beyond Daktronics' reasonable control;
- E. failure to adjust, repair or replace any item of Equipment if it would be impractical for Daktronics personnel to do so because of connection of the Equipment by mechanical or electrical means to another device not supplied by Daktronics, or the existence of general environmental conditions at the site that pose a danger to Daktronics personnel;
- F. statements made about the product by any salesperson, dealer, distributor or agent, unless such statements are in a written document signed by an officer of Daktronics. Such statements as are not included in a signed writing do not constitute warranties, shall not be relied upon by End User and are not part of the contract of sale;
- G. damage arising from the use of Daktronics products in any application other than the commercial and industrial applications for which they are intended, unless, upon request, such use is specifically approved in writing by Daktronics;
- H. replenishment of spare parts. In the event the Equipment was purchased with a spare parts package, the parties acknowledge and agree that the spare parts package is designed to exhaust over the life of the Equipment, and as such, the replenishment of the spare parts package is not included in the scope of this Warranty;
- I. security or functionality of the End User's network or systems, or anti-virus software updates;
- J. performance of preventive maintenance;
- K. third-party systems and other ancillary equipment, including without limitation front-end video control systems, audio systems, video processors and players, HVAC equipment, batteries and LCD screens;
- L. incorporation of accessories, attachments, software or other devices not furnished by Daktronics; or
- M. paint or refinishing the Equipment or furnishing material for this purpose.

3. Limitation of Liability

- A. Daktronics shall be under no obligation to furnish continued service under this Warranty if alterations are made to the Equipment without the prior written approval of Daktronics.
- B. It is specifically agreed that the price of the Equipment is based upon the following limitation of liability. In no event shall Daktronics (including its subsidiaries, affiliates, officers, directors, employees, or agents) be liable for any claims asserting or based on (a) loss of use of the facility or equipment; lost business, revenues, or profits; loss of goodwill; failure or increased cost of operations; loss, damage or corruption of data; loss resulting from system or service failure, malfunction, incompatibility, or breaches in system security; or (b) any special, consequential, incidental or exemplary damages arising out of or in any way connected with the Equipment or otherwise, including but not limited to damages for lost profits, cost of substitute or replacement equipment, down time, injury to property or any damages or sums paid to third parties, even if Daktronics has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, tort or statutory duty, principles of indemnity or contribution, or otherwise
- C. In no event shall Daktronics be liable for loss, damage, or injury of any kind or nature arising out of or in connection with this Warranty in excess of the Purchase Price of the Equipment. The End User's remedy in any dispute under this Warranty shall be ultimately limited to the Purchase Price of the Equipment to the extent the Purchase Price has been paid.

4. Assignment of Rights

- A. The Warranty contained herein extends only to the End User (which may be the Purchaser) of the Equipment and no attempt to extend the Warranty to any subsequent user-transferee of the Equipment shall be valid or enforceable without the express written consent of Daktronics.

5. Governing Law; Election of Remedies

- A. The rights and obligations of the parties under this Warranty shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sales of Goods of 1980. The parties consent to the application of the laws of the State of South Dakota to govern, interpret, and enforce each of the parties' rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Warranty, without regard to conflict of law principles.
- B. Any dispute, controversy or claim arising from or related to this Warranty, the parties shall first attempt to settle through negotiations. In the event that no resolution is reached, then such dispute, controversy, or claim shall be resolved by final and binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The language of the arbitration

DAKTRONICS WARRANTY & LIMITATION OF LIABILITY

shall be English. The place of the arbitration shall be Sioux Falls, SD. A single arbitrator selected by the parties shall preside over the proceeding. If a single arbitrator cannot be agreed upon by the parties, each party shall select an arbitrator, and those arbitrators shall confer and agree on the appointed arbitrator to adjudicate the arbitration. The arbitrator shall have the power to grant any provisional or final remedy or relief that it deems appropriate, including conservatory measures and an award of attorneys' fees. The arbitrator shall make its decisions in accordance with applicable law. By agreeing to arbitration, the Parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies as may be available under the jurisdiction of a court, the arbitrator shall have full authority to grant provisional remedies and to direct the Parties to request that any court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any Party to respect the arbitrator's orders to that effect.

6. Availability of Extended Service Agreement

- A. For End User's protection, in addition to that afforded by the warranties set forth herein, End User may purchase extended warranty services to cover the Equipment. The Extended Service Agreement, available from Daktronics, provides for electronic parts repair and/or on-site labor for an extended period from the date of expiration of this warranty. Alternatively, an Extended Service Agreement may be purchased in conjunction with this Warranty for extended additional services. For further information, contact Daktronics Customer Service at 1-800-DAKTRONics (1-800-325-8766).

Additional Terms applicable to sales outside of the United States

The following additional terms apply only where the installation site of the Equipment is located outside of the United States of America.

1. In the event that the installation site of the Equipment is in a country other than the U.S.A., then, notwithstanding Section 5 of the Warranty, where the selling entity is the entity listed in Column 1, then the governing law of this Warranty is the law of the jurisdiction listed in the corresponding row in Column 2 without regard to its conflict of law principles. Furthermore, if the selling entity is an entity listed in Column 1, then the place of arbitration is listed in the corresponding row in Column 3.

Column 1 (Selling Entity)	Column 2 (Governing Law)	Column 3 (Location of Arbitration)
Daktronics, Inc.	The state of Illinois	Chicago, IL, U.S.A.
Daktronics Canada, Inc.	The Province of Ontario, Canada	Toronto, Ontario, Canada
Daktronics UK Ltd.	England and Wales	Bristol, UK
Daktronics GmbH	The Federal Republic of Germany	Wiesbaden, Germany
Daktronics Hong Kong Limited	Hong Kong, Special Administrative Region of the P.R.C.	Hong Kong SAR
Daktronics Shanghai Co., Ltd.	The Peoples Republic of China	Shanghai, P.R.C.
Daktronics France, SARL	France	Paris, France
Daktronics Japan, Inc.	Japan	Tokyo, Japan
Daktronics International Limited	Macau, Special Administrative Region of the P.R.C.	Macau SAR
Daktronics Australia Pad Ltd	Australia	Sydney, Australia
Daktronics Singapore Pte. Ltd	Singapore	Singapore
Daktronics Brazil LTDA	Brazil	São Paulo, Brazil
Daktronics Spain S.L.U.	Spain	Madrid, Spain
Daktronics Belgium N. V	Belgium	Kruikeke, Belgium
Daktronics Ireland Co. Ltd.	Ireland	Dublin, Ireland

DAKTRONICS STANDARD TERMS & CONDITIONS OF SALE

1. The “Agreement” consists of the following documents. The terms “Agreement” and “Contract Documents” may be used interchangeably. Unless otherwise defined in this document, all defined terms within these Standard Terms and Conditions of Sale have the same meaning and definition as provided elsewhere in the Contract Documents. The documents referenced in this section or elsewhere in the Agreement are fully incorporated herein and are an integral part of the Contract Documents.

a. **Index of Documents**

- i. The Sales Agreement or the Quote, as applicable (the “Order Document”)
- ii. These Standard Terms and Conditions of Sale
- iii. The Warranty and Limitation of Liability (the “Warranty”)

One or more of the following documents also apply to this Agreement:

- iv. If the Work includes access to Daktronics web-hosted Software: Daktronics Software as a Service Agreement
<http://www.daktronics.com/TermsConditions/DD2688225>
- v. If the Work includes Daktronics Software installed locally, including firmware: the Software License Agreement
http://www.daktronics.com/terms_conditions/SL-07862.pdf
- vi. If the Work includes a cellular data plan: the Wireless Services Addendum
<https://www.daktronics.com/TermsConditions/DD3956286>

2. Scope of the Work. The scope of the obligations of Daktronics, defined herein as the “Work,” consists of the Equipment and any services (“Services”) set forth on the Order Document; any Software as defined below, and any Extended Services set forth on the Order Document. The obligations of Daktronics in this Agreement are subject to the express condition precedent that Purchaser perform its respective obligations.

3. Changes to the Work. The parties, without invalidating the Agreement, may modify the scope of the Work. The parties shall mutually agree in writing as to the cost or credit from a modification or deviation of the Work as well as any modifications in delivery time (a “Change Order”). Daktronics shall have no obligation to perform any modification or deviation of the Work without a mutually executed Change Order. However, if Daktronics proceeds with a modification or deviation of the Work at the request of the Purchaser without an executed Change Order, Daktronics reserves the right to receive payment or an extension of time for performance that is equitable. Daktronics shall be entitled to an equitable adjustment in the Purchase Price and time for performance as result of changes in the Work.

4. Software. “Software” means the original computer software program and all whole or partial copies of the software program in whatever form or media provided. The Software consists of, but is not limited to, machine-readable instructions, its components, manuals and other such documentation, data, audio-visual content, (such as images, text, recordings, or pictures), and all other related materials provided pursuant to the terms and conditions of this Agreement.

5. Payment Terms; Price. The “Purchase Price” is the amount payable by Purchaser to Daktronics for performance of the Work, including authorized adjustments. Unless otherwise stated in the Order Document, payment terms are “pay with order.” Daktronics may include a monthly service charge of 1.5% per month on past-due amounts. Daktronics may accept partial payment in an amount less than the full amount of any invoice, but such acceptance does not constitute a waiver of Daktronics’ right to collect the remaining balance, notwithstanding Daktronics’ endorsement of a check or other negotiable instrument. Daktronics will not honor any back charges unless approved, in advance, in writing by Daktronics.

6. Cancellation. In the case of a cancellation at Purchaser’s convenience, Daktronics may, in its sole discretion, charge: (i) for custom Equipment, all costs Daktronics has incurred plus reasonable overhead and profit for work performed up to the effective date of termination; and (ii) for standard Equipment, a cancellation and restocking fee of up to 50% of the Purchase Price.

7. Delivery and Risk of Loss. Unless otherwise stated on the Order Document, all purchases shall be delivered FCA Daktronics’ facility (Incoterms® 2020). Daktronics shall coordinate the shipment of the Equipment and shall ship the Equipment in accordance with Purchaser’s instructions. Risk of loss to the Equipment shall pass to Purchaser upon Acceptance. Purchaser must give Daktronics a minimum of five business’ days written notice of any change in the expected delivery schedule. If, for any reason, such notice is given less than five business days in advance of the expected shipping date, then Purchaser will reimburse Daktronics for any fees and expenses that Daktronics incurs as a result; such fees and expenses may include without limitation: cancellation, expediting, re-routing, off-loading/reloading, or storage fees. If, for any reason, Purchaser does not take delivery of the Equipment, Daktronics may, at its sole discretion, store the Equipment. All costs of the storage, including taxes and insurance, shall be immediately payable by Purchaser upon demand by Daktronics. Notwithstanding the above, and unless otherwise specifically noted, Purchaser shall determine any export license requirements, obtain any export license or other official authorization, and carry out any customs formalities for the export of the Equipment.

8. Installation. Subject to the terms and conditions of the Agreement, Purchaser shall perform its respective obligations, if any, as designated in the Contract Documents. Purchaser shall fully cooperate with Daktronics in connection with the installation of the Equipment. Daktronics is entitled to rely on the accuracy and completeness of plans, specifications, and reports of site conditions provided to Daktronics by or on behalf of Purchaser related to the installation. Daktronics obligation to examine any documents, the project site, and materials and work furnished by others is limited to notification to Purchaser of any defects or deficiencies discoverable by reasonable visual inspection. Purchaser agrees and acknowledges that Daktronics may subcontract any of the Services to third parties selected by Daktronics; provided, however (i) nothing herein shall create any contractual relationship between Purchaser and any subcontractor; and (ii) Daktronics shall be fully responsible hereunder for the performance, actions and omissions of Daktronics’ employees, all subcontractors and all other persons or entities performing any of the Services on the project described herein, as if such performance, actions and omissions were those of Daktronics.

9. Acceptance; Substantial Completion. “Acceptance” shall occur: (i) in the case of the sale of Equipment without installation by Daktronics, upon delivery of the Equipment in accordance with the shipping terms specified in the Delivery and Risk of Loss section; or (ii) in the case of the sale of Equipment with installation by Daktronics Substantial Completion (as defined below).

“Substantial Completion” means the operational availability of the Equipment to Purchaser in material accordance with its specifications, without regard to punch-list items, or other non-substantial items which do not affect the operation of the Equipment.

DAKTRONICS STANDARD TERMS & CONDITIONS OF SALE

10. Title. Title to the Equipment shall pass from Daktronics to Purchaser upon Acceptance. No transfer, renewal, extension, or assignment of this Agreement or of any interest therein shall operate as a payment or transfer of title to Purchaser or in any manner relieve Purchaser of its obligations. No title shall pass to Purchaser with respect to Software, which is furnished solely on a license basis.
11. Security Interest. As collateral security for the purchase of the Equipment, Purchaser hereby grants to Daktronics a lien on and a security interest in and to all the right, title, and interest of Purchaser in, to and under the Equipment. Where permitted by law, the parties acknowledge that the security interest granted under this provision constitutes a purchase money security interest. Purchaser agrees to promptly execute and deliver such further documents as reasonably requested by Daktronics to preserve and perfect such security interests.
12. Warranty. The Warranty is the complete and final warranty with regard to the Equipment. Purchaser acknowledges and agrees that the provisions of the Warranty constitute the sole and exclusive remedy available to it with regard to said defective Equipment.
13. Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DAKTRONICS DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION AND/OR DATA ACCURACY. Critical and unforeseeable factors beyond the control of Daktronics prevent it from eliminating all risks in connection with the use of the Equipment. Purchaser acknowledges and assumes all risks and liability resulting from the handling, storage, and use of the Equipment. The Warranty shall become null and void if Purchaser alters the Equipment or the Software in a manner inconsistent with the specifications of the Equipment or the Software. Further, the Warranty shall become null and void if Purchaser, its employees, representatives, or subcontractors (not Daktronics) improperly repairs or alters the Equipment in a manner inconsistent with the Equipment manufacturer's standards or recommendations.
14. Confidentiality. To the greatest extent permitted by law, Purchaser shall consider all non-public information, including the terms and conditions of this Agreement, furnished by Daktronics to be confidential ("Confidential Information"). This confidentiality requirement shall apply, but is not limited, to: drawings, specifications, or other documents prepared by Daktronics for Purchaser under this Agreement, source code, and any intellectual property and trade secrets used in the development and manufacture of the Equipment. Purchaser shall provide Confidential Information only to those of its agents, contractors and employees who have been informed of the requirements of this paragraph and have agreed to be bound by them. Purchaser agrees not to disclose, publish, disseminate, or otherwise permit any unauthorized use of, or access to, any of the Confidential Information in any way except with the written consent of Daktronics. Purchaser further agrees: (i) not to make any use whatsoever at any time of such Confidential Information other than for fulfillment of this Agreement, and (ii) not to copy or reverse engineer any such Confidential Information. The provisions of this paragraph shall survive termination of the Agreement.
15. Use of Image. Purchaser permits Daktronics to photograph, make reference to, or take video of the project site, including both the completed work and the work in progress, for purposes including, but not limited to, use in website and marketing materials, provided that Daktronics may not, without prior written consent, do so in a manner which implies endorsement by Purchaser.
16. Default. Daktronics reserves the right to terminate this contract and accelerate all amounts due and payable if Purchaser fails to make payment to Daktronics within ten days of the agreed payment dates or otherwise fails to comply with this Agreement, or if any proceeding is filed by or against Purchaser in bankruptcy. Daktronics reserves all its rights (both legal and equitable) under the contract, applicable statutes, or the common law. Selection of a remedy by Daktronics shall in no way be construed as a waiver of other remedies available to Daktronics. If Purchaser fails to perform any covenant or obligation under this Agreement or any other agreement that Purchaser has with Daktronics, including without limitation the failure to pay when due any amounts owed to Daktronics under this Agreement or any other agreement between the parties, Daktronics shall be excused from the performance of any of its obligations under this Agreement and any other Agreement it has with Purchaser until such time as said default is cured, if ever. Purchaser shall perform its payment obligations under this Agreement without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable to Daktronics, whether under this Agreement or a separate agreement between the parties. Purchaser shall be liable for any and all costs and expenses (including attorney's fees) incurred by Daktronics in enforcing any provision of this Agreement.
17. Indemnity. Daktronics shall indemnify, defend and hold harmless Purchaser and its respective subsidiaries, officers, directors, shareholders, partners, employees, agents, insurers, successors and assigns from any and all liability, losses, damages, costs or expenses (collectively, "Losses") arising out of: (i) bodily injury (including death) or property damages arising out of any act or omission by Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control; (ii) any claim against any indemnified party by reason of or alleging any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right in any material, information, technology, process, or data regarding the Equipment or the Software and its components; or, (iii) any fine or assessment with respect to any violation or alleged violation of any applicable laws regarding safety or health.
- To the greatest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Daktronics and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, insurers, successors and assigns of each of the foregoing from any and all Losses arising out of: (i) any negligent act or omission by Purchaser or its personnel, agents, subcontractors, or others engaged by Purchaser or under their control (other than Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control), or (ii) any claim against Daktronics by reason of or alleging any unauthorized or infringing use by Daktronics of any copyright, trademark, or other intellectual property right in any material, information, technology, process, or data provided by Purchaser and used by Daktronics at the direction of Purchaser.
18. Existing Structure. Except to the extent Daktronics is specifically responsible for any structural element per the Agreement, Purchaser represents and warrants that the existing structure, including without limitation any existing steel, walls, columns, trusses, footings, hoists attachment points, wiring, power supplies, or any other foundation or existing structural elements (the "Existing Structure") shall be adequate to support the weight, size, wind load, and all other technical specifications of the Equipment, and shall hold Daktronics harmless from any failure of any Existing Structure.
19. Limitation of Liability. Daktronics' liability shall be limited solely to the repair or replacement of the Equipment or giving credit for the Equipment under the warranty clause herein, if the applicable warranty period described in that clause has not expired. The parties agree that in no event whatsoever shall the liability of either party exceed the Purchase Price. The damage limitation provided in this Agreement and the remedies stated herein shall be exclusive and shall be Purchaser's sole remedies. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, REGARDLESS OF CAUSE, WHETHER SUCH LOSSES ARISE DIRECTLY OR INDIRECTLY FROM THE OTHER PARTY'S ACTS, OMISSIONS, OR BREACH; REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE; WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; WHETHER OR NOT THE REMEDIES AGREED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE; AND REGARDLESS OF THE

DAKTRONICS STANDARD TERMS & CONDITIONS OF SALE

THEORY UPON WHICH A CLAIM IS BASED. For the purposes of this Agreement, “Consequential Damages” include, but are not limited to loss of use; loss of profit; loss of business opportunity; and loss of advertising revenue. Purchaser explicitly accepts the provisions of this paragraph in return for the prices granted under the Agreement. Purchaser understands and agrees that the prices granted herein would be higher in the absence of this limitation of liability. No action against Daktronics shall be commenced more than one year after the accrual of the cause of action. Daktronics shall have no liability with respect to claims relating to or arising from use of third-party products and services.

20. Force Majeure.

- a. A “Force Majeure Event” means any: natural disaster such as flood, fire, hurricane, earthquake, or other casualty; labor or material shortages or other types of industrial disturbance; quarantines or epidemics; national or regional emergencies; government actions; embargos or blockades; labor strikes, lock-outs, or other labor disturbance; war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; schedule changes, delays, suspensions, or out-of-sequence work caused by Purchaser; the discovery of subsurface or otherwise concealed physical conditions at the project site; or any other events or circumstances not within the reasonable control of Daktronics, whether foreseeable or not, and whether similar or dissimilar to any of the foregoing.
- b. Daktronics shall be excused from liability for any delay or nonperformance caused by a Force Majeure Event.
- c. If a Force Majeure Event causes a delay or disruption to the Work, Daktronics will be entitled to an extension in time for performance as reasonably necessitated by the delay. Further, if Daktronics costs of performance materially increases as a result of the Force Majeure Event, either directly, or as a result of a delay in performance warranted by the Force Majeure Event, then Daktronics will be entitled to an equitable adjustment in the Purchase Price. Such costs may include, by way of example, increased costs of labor, freight, supervision, remobilization, or materials.

21. Assignment. Unless otherwise stated, Purchaser may not assign this Agreement, or any portion thereof, without the written consent of Daktronics. Daktronics reserves the right to, without the consent of Purchaser, assign any of its rights and delegate any of its duties under this Agreement to a subsidiary or parent company of Daktronics. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

22. Arbitration. Any dispute, controversy, or claim arising from or related to or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be settled through negotiations between the parties on the written request of either party. If no settlement is reached within 30 days after such written request has been received, then any dispute, controversy or claim arising out of, relating to or in connection with this contract, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration. The arbitrator shall have the sole power to rule on any challenge to its own jurisdiction and all issues regarding arbitrability shall be decided solely by the arbitrator. The place of arbitration shall be Sioux Falls, SD. The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claims and the relief requested. Within 30 days of the receipt of the notice of arbitration, the respondent shall deliver to the claimant its answer and any counterclaim(s), setting out the nature of such counterclaim(s) and the relief requested. A single arbitrator selected by the parties shall preside over the proceeding. If a single arbitrator cannot be agreed upon by the parties, each party shall select an arbitrator, and those arbitrators shall confer and agree on the appointed arbitrator to adjudicate the arbitration. By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies as may be available under the jurisdiction of a court, the Arbitrator shall have full authority to grant provisional remedies and to direct the parties to request that any court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any party to respect the arbitrator’s orders to that effect.

23. Acceptance of Terms. Daktronics’ acceptance of Purchaser’s order is on the express condition that only the terms and conditions set forth in the Agreement shall apply to the sale. Any term, provision, or condition in conflict with, in addition to, or in modification of any of the terms and conditions of the Agreement shall not be binding upon Daktronics. Daktronics’ failure to object to any term or condition contained in any communication from Purchaser shall not be deemed a waiver of the terms and conditions herein.

24. Taxes. Unless otherwise stated, the Purchase Price is exclusive of federal, state, and local taxes, including without limitation sales, use, excise, privilege, transactional, gross receipts, ad valorem or any other transactional tax or customs and duties (“Tax” or “Taxes”) paid or payable by Daktronics, however designated, levied or based on amounts payable to Daktronics under or in connection with this Agreement. Purchaser shall immediately pay upon demand the full amount of any such applicable Tax and shall hold harmless and indemnify Daktronics from the claims of any governmental authority asserting that any such Tax is due and payable. Purchaser must present an exemption certificate if it claims any exemption from Tax. Absent presentation of an exemption certificate, all applicable Taxes shall be added to the Purchase Price of the Equipment.

25. Anti-corruption. The parties agree that neither party nor any of its respective subsidiaries nor, to that party’s knowledge, any other person associated with or acting on behalf of that party, including, without limitation, any director, officer, agent, employee or affiliate of the party or any of its subsidiaries has (i) made any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity or to influence official action; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee; (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iv) violated or is in violation of any anti-bribery, anti-corruption or any other applicable statute including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Anti-Bribery Act, the anti-corruption provisions of the Chinese Criminal Law, or any other applicable anti-corruption act, as amended, and the rules and regulations thereunder. Purchaser represents that it has instituted and maintains policies and procedures designed to ensure compliance therewith. Purchaser grants to Daktronics the right to audit and review, upon reasonable notice, the books and records of Purchaser to ensure compliance with this provision. Any audit shall be performed at Daktronics sole cost and expense. Purchaser shall produce, reproduce, copy or transmit any record requested by Daktronics at no charge. Failure by Purchaser to comply with this section or any audit request by Daktronics shall constitute grounds for an immediate termination of this Agreement. Upon termination for a violation of this section, neither party shall owe the other party any further obligation (other than obligations as to payment) notwithstanding any other provision contained herein.

26. Governing Law. This Agreement shall be governed by the laws of the state of South Dakota without regard to its conflict of law principles, and the parties’ consent to the jurisdiction and venue of the courts of South Dakota for any action, suit or proceeding. The parties agree that the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

27. Miscellaneous. This Agreement is the entire agreement of the parties and supersedes any previous understanding or agreement. This Agreement may not be amended or altered in any manner except in a writing signed by both parties. This Agreement may be executed in counterparts. Each party agrees that an electronic

DAKTRONICS STANDARD TERMS & CONDITIONS OF SALE

signature or faxed signature will have the same effect as an original signature. Except as otherwise explicitly set forth in this Agreement, each party shall pay its own expenses, including without limitation accounting and attorneys' fees, in connection with this Agreement. Purchaser and Daktronics are not partners or joint venturers. If any part of this Agreement is in any manner held to be invalid, illegal, void, or to be in conflict with any law, then the validity of the remaining portions or provisions of this Agreement shall not be affected, and such part, term, paragraph, or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Agreement to the maximum extent permitted by law. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 Attn: minneapolis.certrequest@marsh.com FAX 212 948-5382 CN101850955--GAWU+-21-22	CONTACT NAME: Marsh U.S. Operations. PHONE (A/C, No, Ext): 866-966-4664 FAX (A/C, No): E-MAIL ADDRESS: Minneapolis.CertRequest@marsh.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Co Of CT</td> <td>25682</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Co Of CT	25682	INSURER B : Travelers Indemnity Company of America	25666	INSURER C : Travelers Property Casualty Co. of America	25674	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Travelers Indemnity Co Of CT	25682													
INSURER B : Travelers Indemnity Company of America	25666													
INSURER C : Travelers Property Casualty Co. of America	25674													
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Daktronics, Inc. 201 Daktronics Drive PO Box 5128 Brookings, SD 57006-5128														

COVERAGES**CERTIFICATE NUMBER:**

CHI-010035837-00

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HE-660-117D6882-TCT-21	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HJCAP-117D6901-TIL-21	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-9K396901-21-I3-K (AOS)	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C				UB-9K250310-21-I3-R (AZ,MA,WI)	10/01/2021	10/01/2022	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
 Evidence of Insurance
 Daktronics, Inc.
 201 Daktronics Drive
 Brookings, SD 57006
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.
Marsh USA Inc.

© 1988-2016 ACORD CORPORATION. All rights reserved.