

**CUSTOMER AGREEMENT  
FOR INSTALLATION OF EQUIPMENT AND MARKETING  
AND GRANTING OF ADVERTISING RIGHTS**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT (hereinafter the "Customer"), having its principal offices at 802 North Sam Houston, Odessa, Texas 79760, and DAKTRONICS, INC., 201 Daktronics Drive, PO Box 5128, Brookings, South Dakota 57006 (hereinafter "Daktronics").

WHEREAS, Daktronics designs, manufactures, markets and services scoreboard and timing equipment, video display system equipment and electronic message center equipment for high school, collegiate and professional and miscellaneous athletic venues, as well as non-athletic venues; and,

WHEREAS, the Customer desires to install certain Daktronics equipment and other components more particularly described herein within or upon certain of the Customer's facilities; and

WHEREAS, in consideration for such equipment, the Customer desires to grant to Daktronics the exclusive right to market and sell the advertising and other promotional items with respect to such equipment, facilities and other agreed-to inventory as more particularly described herein;

NOW THEREFORE, the Customer and Daktronics, in consideration of the mutual promises and covenants set forth herein, do hereby agree as follows:

1. Equipment and Services. Subject to the terms and conditions of this Agreement, Daktronics hereby assigns and transfers to the Customer the equipment and services itemized on Attachment A incorporated by reference (the "Equipment and Services") for installation and use within, around, or at the facilities described on Attachment A (collectively, the "Facilities," and each a "Facility").
  
2. Consideration; Granting Of The Right to Sell Advertising and Other Promotional Items and Retain Payments Thereunder; Liability for Nonpayment. In consideration for the Equipment and Services to be provided by Daktronics hereunder, the Customer hereby irrevocably grants to Daktronics the exclusive right to market and sell advertising on the Equipment and inside the Facilities, as delineated below (the "Advertising Rights"):

Advertising Rights

On-premise signage

- See attached Exhibit A "Equipment"
- 
- 

Digital Content

- TBD
- 
- 

Multi-Media Rights

- TBD

Notwithstanding anything to the contrary, and provided the Customer provides Daktronics with when possible 3 days prior notice, the Customer retains the right to do any of the following:

- (a) permit school-sponsored groups or clubs to display non-permanent advertising signage (i.e. banners or posters) or disperse products with advertisers logos on behalf of its advertisers.
- (b) display non-competing advertising inside the Facilities for special fundraising events, provided that such signage is not permanent in nature
- (c) participate in telecommunication broadcast features (i.e. webcasts, radio broadcasts, televised broadcasts, etc.) that promote other advertisers, whether competing or not, provided that the Customer's only discretion is to participate in the broadcast, and not regarding the advertising displayed during the broadcast. This exception contemplates national or regional broadcasts, and not a local broadcast, and on an ad-hoc basis not per season.
- (d) In any event, the Customer may not consistently and repeatedly permit exceptions to Daktronics exclusivity under this provision such that it substantially impairs the value of the Advertising Rights.

Daktronics shall retain all revenues generated by such sales. The Customer shall be liable for nonpayment under the Advertising Agreements to the extent such non payment results from non-performance or other default of the Customer any existing Advertising Agreements by the Customer. It is hereby acknowledged and agreed that (a) Customer and Daktronics have entered or will enter into separate advertising agreements (the "Advertising Agreements") with advertisers/sponsors (the "Advertisers") pursuant to which Customer will supply certain Advertising Rights to said Advertisers. Subject to Customer's review and approval of the terms, the Customer shall become a party to each Advertising Agreement within ten (10) business days of Daktronics' request.

3. Advertising Obligations of the Customer. In connection with the Advertising Agreements and the exercise of the Advertising Rights, the Customer hereby covenants and agrees to: (a) provide operators to run the Equipment and create, program, maintain and display/broadcast Advertiser's messages or video content during home varsity football games to be held at each Facility (collectively, the "Events" and each an "Event") and ensure that such operators are qualified and trained in the proper use and operation of the Equipment, as well as the proper creation, programming and maintenance of message center content; (b) promote in good faith the lighting of sponsorship panels and the creation, programming, maintenance and displaying/broadcasting of sponsorship messages or video content on the Equipment in accordance with the Advertising Agreements; (c) create, program, maintain, change and/or revise all message center content or video content for any and all advertisers, as according to the Advertising Agreements; display/broadcast the Advertiser's messages and video content for the allotted time and maintain (and make available to Daktronics upon request) a log and documentation of messages and video content run during each Event (as generated by the system printer); (d) monitor and verify the status of the Equipment for each Event; (e) provide an annual report listing Event attendance by Facility; (f) where applicable and with respect to NCAA, UIL, or other interscholastic governing body sponsored Events (and the restrictions imposed in connection therewith), use best efforts to display/broadcast Advertiser panels,

messages or video content, and with respect to all Events, ensure that the maximum number of advertising panels will be lighted and all messages or video content will be displayed/broadcast; (g) with its best efforts, maintain and repair the Equipment to protect the value of the advertising revenues, and (h) perform any additional obligations as noted here or under any Advertising Agreements.

4. Advertising Revenues. As provided in Section 2, all revenues collected in connection with the Advertising Agreements (the "Revenues") shall be paid to, and constitute the sole property of, Daktronics; provided, however, that, if and to the extent Revenues exceed \_\_\_\_\_ Dollars (\$000000.00) (the "Annual Threshold") during any Agreement Year (defined below), Daktronics hereby agrees to share with the Customer \_\_\_\_\_ percent (00%) of such excess Revenues ("Customer Revenues"). Per this Agreement, advertising revenues must meet the Annual Threshold as detailed on Attachment B attached hereto and incorporated herein (the "Financial Proforma"). "Revenues" shall not include payments made by Advertisers to Daktronics for the manufacture of advertising panels, design and programming of message center content, programming of animations or conversion of video content or artwork, unless otherwise agreed in writing by the parties hereto. Customer Revenues, if any, shall apply first to past Agreement Years where Annual Threshold was not met. If the Annual Threshold has been met in all previous Agreement Years, then Customer Revenues shall be applied to meet the Annual Threshold of future Agreement Years. This Agreement may terminate early in the event that Customer Revenues are sufficient to cover all Annual Threshold amounts for the remainder of the Term.

For each Agreement Year in which Revenues (generated by the Advertising Agreements or Customer Revenues) are less than \$00,000.00 (the Annual Threshold) Daktronics shall have consecutive options to renew and extend the Term for additional periods of one (1) year each (each, an "Extended Term"). Notwithstanding the foregoing, the Customer may preclude the exercise of such extension by paying to Daktronics the total deficient amount of all Agreement Years in which Revenues were deficient to meet the Annual Threshold at least sixty (60) days prior to the expiration of the initial Term.

Daktronics shall provide reports as requested by Customer detailing sales efforts and revenues, provided such reports shall be requested no more than quarterly.

In the event of any change orders with respect to the Equipment or Services, the Customer shall pay to Daktronics upon demand such change order amounts unless the parties mutually agree to an equitable adjustment to the Annual Threshold. Daktronics shall provide reports as requested by Customer detailing sales efforts and revenues, provided such reports shall be requested no more than quarterly.

5. Term. Subject to extension as otherwise provided in this Agreement, this Agreement and the granting of the exclusive Marketing Rights hereunder shall commence as of the date hereof and continue through the date \_\_\_\_\_ (00) years after the later of \_\_\_\_\_, \_\_\_\_\_ or the date of first public use of the Equipment (the "Commencement Date"). Each of the twelve (12) month periods during the Term commencing on the Commencement Date and on each anniversary thereof shall be referred to as an "Agreement Year." Except as otherwise extended as delineated in paragraph 4, all terms and conditions of this Agreement shall remain unamended and in full force and effect. At the end of the Term (including any Extension

Terms), Daktronics shall no longer retain any rights to market and sell Advertising Rights or receive revenue in connection therewith.

6. Warranties. Daktronics warrants that the Equipment will be free from defects in material and workmanship only to the extent and for the periods described on Attachment A-4 incorporated herein by reference (collectively, the "Warranty and Service Plan"). EXCEPT FOR ANY WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT, DAKTRONICS EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DAKTRONICS DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND THE CUSTOMER SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. DAKTRONICS' WARRANTIES EXTEND SOLELY TO THE CUSTOMER. Products provided under the Warranty may be newly manufactured, assembled from new or serviceable used parts that are equivalent to new parts in performance, and/or may have been previously installed. Because the Equipment requires on-going maintenance, the Warranty is not a substitute for on-going maintenance services, which are available to the Customer for a separate charge. Daktronics makes no representation or warranty as to non-Daktronics equipment provided to the Customer, if any, all of which is sold to the Customer "as is," and with respect to which the Customer agrees to look solely to the warranties and remedies, if any, provided by the respective manufacturer.
7. THIS PARAGRAPH WAS OMITTED AND INTENTIONALLY LEFT BLANK.
8. Conditions Precedent. The obligations of Daktronics to consummate the transactions contemplated by this Agreement are subject to the condition precedent that Daktronics shall have received, upon or prior to the execution hereof, the results of a Uniform Commercial Code lien search showing all liens on file against the Customer with the Secretary of State of the state in which the Customer is located and, based thereon, lien release documentation satisfactory to Daktronics with respect to those secured parties with liens or security interests encumbering the Advertising Rights.
9. Impairment of Advertising Rights. Upon ceasing the usage of any Facility(ies) temporarily or entirely, a temporary or permanent material decrease in usage of any Facility(ies) for Events, a temporary or permanent material decrease in the usage of the Equipment for Events, a temporary or permanent material decrease in the number of Events at the Facility(ies), or the temporary or permanent relocation to another venue of significant spectator activities to be held in any Facility(ies) (a "Discontinuance"), Daktronics shall have the right to terminate this Agreement and declare due and payable, and the Customer shall immediately pay to Daktronics the sum of the followings amounts: (a) the sum of each Annual Threshold for each year during the full anticipated Term of the Agreement, with the Annual Threshold of future years discounted at a rate of 5.0% for present value; plus (b) the present value (discounted at a rate of 5.0%) of Daktronics' share of any excess advertising revenue over the Annual Threshold related to executed Advertising Agreements for any year throughout the entire term following the Discontinuance ; less (c) any Annual Threshold amounts Daktronics has previously received prior to the Discontinuance. The sum of these amounts shall be referred to as the "Discontinuance Payment." As an alternative to making the Discontinuance Payment, Daktronics may, at its sole discretion, accept an extension of the term of the agreement upon substantially the same terms and conditions contained herein for advertising rights in the new facility. Customer shall be solely responsible for any removal and installation of the Equipment

related to a Discontinuance.

10. Representations and Warranties of the Customer. The Customer hereby represents and warrants to Daktronics the following:
- (a) The Customer is an independent school district, a political subdivision of the State of Texas.
  - (b) The execution, delivery and performance by the Customer of this Agreement including the granting of the exclusive right to market and sell Advertising Rights and retain all revenues thereof, effectuated hereby have been duly authorized by all necessary action and do not and will not (i) require any consent or approval of the Customer's board of trustees or directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to the Customer or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which the Customer is a party or by which it or its properties may be bound or affected.
  - (c) To the best of the Customer's knowledge, no material agreement, lease or instrument to which the Customer is a party or by which its properties are bound or affected imposes upon the Advertising Rights any express or implied limitations as to the form or content of such advertising, except as disclosed by the Customer in writing contemporaneously herewith. Furthermore, the Customer agrees not to enter into any material agreement, lease, or instrument which would expressly or impliedly limit the Advertising Rights.
  - (d) To the best of Customer's knowledge, the design, manufacture, installation and operation of the Equipment in accordance herewith and the advertising to be located or performed on the Equipment do not (a) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof, or (b) violate any provision of any federal, state or local law, rule, ordinance or regulation or any order, writ, injunction or decree.
  - (e) The Customer owns the Advertising Rights, and upon the sale of such rights by Daktronics hereunder, such Advertising Rights and the revenues generated thereunder shall be free and clear of all claims, liens, security interests or encumbrances whatsoever.
  - (f) There is no litigation, proceeding or other investigation pending or, to the knowledge of the Customer, threatened against the Customer which would prevent consummation of the transaction contemplated by this Agreement or the grant of the exclusive right to market and sell the Advertising Rights.

11. Representations and Warranties of Daktronics. Daktronics hereby represents and warrants to the Customer the following:
  - (a) Daktronics is a corporation duly organized, existing and in good standing under the laws of the State of South Dakota.
  - (b) The execution, delivery and performance by Daktronics of this Agreement have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of Daktronics' board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to Daktronics or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which Daktronics is a party or by which it or its properties may be bound or affected.
12. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Agreement for the benefit of the parties hereto.
13. Marketing Materials. The Customer acknowledges and agrees that Daktronics may, and hereby authorizes Daktronics to (a) take and utilize in any of its marketing materials photographs of the Equipment before and after installation; provided, however, that the depiction of the Customer's or any Advertiser's (or their respective affiliates') trademarks or logos, if any, in such photographs shall be incidental to the principal subject, the Equipment, and (b) include in its marketing materials a listing of the Customer's (and its mascot's) name, logo and the location of the Facility(ies).
14. Software License. The Customer acknowledges that any software provided herein is transferred to the Customer pursuant to the terms and conditions of a separate license agreement, which is included with the software delivered to the Customer, either separately or pre-installed with the Equipment.
15. Risk of Loss; Insurance. Upon shipment of the Equipment, the Customer shall bear the risk of damage, loss, theft, or condemnation of the Equipment, whether partial or complete, regardless of cause, and any and all repairs and replacements of the Equipment or any part thereof shall be at the expense of the Customer subject, however, to the Warranty and other terms of this Agreement (FOB Brookings). The Customer shall at all times during the term of this Agreement maintain physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the full replacement value thereof. In the event of material casualty to the Equipment or a Facility, the Customer shall promptly repair such Facility or Equipment. Daktronics shall furnish worker's compensation, liability insurance, and other insurance as may be necessary to protect Daktronics and the Customer from claims which may result from Daktronics' performance of this Agreement.
16. Limitation of Liability. The entire liability of Daktronics, and the Customer's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form

of action, whether in contract or in tort, will not exceed Revenues received by Daktronics and generated during the 24-month period immediately prior to the Customer's giving of notice of such claim. In no event will Daktronics be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenues, profits or savings, even if Daktronics knew or should have known of the possibility of such damages. Daktronics may direct the Customer to third parties having products or services, which may be of interest to the Customer for use in conjunction with, or the installation of, the Equipment. Notwithstanding any Daktronics recommendation, referral or introduction, the Customer will independently investigate and test third-party products and services and will have sole responsibility for determining suitability thereof. Daktronics has no liability with respect to claims relating to or arising from use of third-party products and services.

17. Assignment. Except as contemplated in the Advertising Agreements, Daktronics may not assign any of its rights under this Agreement without the advance written approval of the Customer; provided, however, that Daktronics may assign the right to receive payments under any Advertising Agreement (subject to Revenue sharing, if any, described in Section 4), without the Customer's consent; notwithstanding the foregoing, within ten (10) days of Daktronics' request therefor, the Customer shall provide a consent to the assignment of Daktronics rights under any Advertising Agreement in form and substance reasonably requested by Daktronics. Any such assignment, however, will not change the obligations of Daktronics to the Customer. The Customer will not assign or transfer its rights or obligations under this Agreement without the prior written consent of Daktronics. Any assignment, or transfer prohibited by this provision will be void.
18. Indemnity. Daktronics and Customer each indemnify one and the other against and in all respects holds each harmless from any and all liabilities or claims of liability to third persons, which liabilities or claims of liability arise or in any way result from the other or the other's agents or employees in the operation or maintenance of the Equipment. The entire liability of either party under this paragraph will not exceed the amount of Revenues received by Daktronics and generated during the 24-month period immediately prior to either party giving notice of any claim. The foregoing shall not be construed to relieve Daktronics of any liability it might otherwise incur by reason of defects in the Equipment or negligence or fault in the installation or, if applicable, maintenance thereof by Daktronics or its agents or employees. It is agreed that neither party will be liable for incidental, consequential, indirect, or special damages. Nothing in this paragraph shall be construed to waive any immunities of Customer under Texas law, and this provision is not intended to benefit any third parties but is a contractual Agreement solely between Daktronics and Customer.
19. Miscellaneous.
  - (a) No party shall be liable for delay in performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, strikes, delinquencies of suppliers, intervention of any governmental authority or acts of war.
  - (b) This Agreement shall be interpreted under and governed by the laws of the State of Texas. Any action arising out of or related to this Agreement, whether at law or in equity, shall be instituted in and litigated in the state or federal courts of Ector County, Texas. In accordance herewith, the parties hereto submit to the jurisdiction of the courts of said state.

- (c) This Agreement constitutes the entire agreement between the parties with respect to the Equipment and Services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties. The terms and conditions of this Agreement will supersede all other terms and conditions submitted by the Customer, including any preprinted terms on any Customer purchase order, RFP, RFQ or other document.
  - (d) This Agreement may not be amended or altered in any manner except in a writing signed by both parties.
  - (e) No forbearance to exercise any rights or privileges under this Agreement or waiver of any breach of any of its terms shall be construed as a waiver of any such terms, rights, or privileges, but the same shall continue and remain in full force and effect the same as if no such forbearance or waiver had occurred.
  - (f) Each party hereto shall pay its own expenses, including without limitation accounting and attorneys' fees, in connection with this Agreement, whether or not consummated.
  - (g) The parties agree that if any part, term, paragraph, or provision of this Agreement is in any manner held to be invalid, illegal, void, or in any manner unenforceable, 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.
  - (h) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.
  - (i) The Customer and Daktronics are not partners or joint venturers.
  - (j) Customer specifically retains all advertising rights pertaining to Ratliff Stadium other than those specifically identified in this Agreement.
20. Notices. All notices, instructions and other communication required or permitted to be given under this Agreement shall be delivered or given at:
- If to Customer: Ector County Independent School District  
Attn: Superintendent and Athletic Director  
802 North Sam Houston  
Odessa, Texas 79760
  - If to Daktronics, Ms. Sheila Anderson, Chief Financial Officer  
Mr. Todd Gunn, Corporate Counsel  
Daktronics, Inc.  
201 Daktronics Drive  
Brookings, SD 57006  
Phone: 605.692.0200  
Fax: 605.697.4700





IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**DAKTRONICS, INC.**

By \_\_\_\_\_  
Authorized Signature and Title

Dated \_\_\_\_\_

By \_\_\_\_\_  
Authorized Signature and Title

Dated \_\_\_\_\_

Contact Information

Daktronics Sports Marketing (DSM)  
A Division of Daktronics, Inc.  
331 Thirty-Second Avenue, PO Box 5128,  
Brookings, SD 57006-5128  
Attn: DSM Business Manager

Phone – (800) 325-8766  
Fax – (605) 697-4700

**CUSTOMER:** \_\_\_\_\_

By \_\_\_\_\_  
Authorized Signature and Title

Dated \_\_\_\_\_

Contact Information

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_

## ATTACHMENTS

- A            Equipment and Services
- B            Financial Proforma

**ATTACHMENT A  
EQUIPMENT**

*Reference DSM marketing conceptual for display details / specifications (see Attachment A-1).*

(LIST OF EQUIPMENT)

TO BE AGREED UPON AND ATTACHED.

**DELIVERY:**

*Equipment is quoted FOB Brookings via independent or common carrier. Ship Date will be determined after Customer Agreement is signed, and shop drawings approved.*

**AD COPY:**

*Purchaser will provide camera- ready artwork 60 days prior to shipment for Customer specific panels. In the event Daktronics does not receive the artwork in time, Daktronics will ship the panels blank. Additional charges may apply if copy is not camera-ready.*

## **ATTACHMENT A-2 SERVICES/TRAINING**

### **TECHNICAL CONTRACTING**

- Assign a project manager from Daktronics
- Define specific scopes of work with project details for Customer and Daktronics
- Establish project installation timelines and detail issues
- Coordinate preliminary and/or final project shop drawings as per scope of work prior to contracting or bid award

### **CONSTRUCTION MANAGEMENT**

- Daktronics project manager finalizes project installation Gant chart for Customer review
- Coordinate project details for shop drawing and project approval elements
- Coordinate all aspects of equipment manufacturing and delivery to site
- Coordinate with subcontractors and Customer on completing site work and installation of equipment
- Coordinate Daktronics Technicians on-site for any required specific duties which may include equipment installation supervision, signal hook-up, control room set-up, system testing and on-site training
- Coordinate and finalize project completion punch list and project acceptance

### **INSTALLATION SUPERVISION**

- Daktronics technician, who will be familiar in advance with the project, system construction, assembly and testing at the factory, will be the installation supervisor on site.
- General duties involved with installation regarding mechanical, signal, electrical, structural and operational issues that arise during installation.

### **MAINTENANCE TRAINING**

- During installation, Daktronics on-site technician will provide Customer personnel and local technicians on-site basic maintenance training. This training will cover the replacement of components and operational system setup.
- A set of operational and maintenance manuals will be provided for this system and used as the guideline for training.
- A set of riser diagrams will also be provided to Customer and local technician, if one is identified.

### **MAINTENANCE TRAINING SEMINARS**

- Access to one regularly held Training Seminars in Brookings, South Dakota or at one of our many regional Training seminars located throughout the United States.

### **OPERATOR TRAINING**

- Operation manuals may be sent in advance prior to shipment of displays.

- A factory representative from Daktronics will conduct a personalized on-site training seminar designed to cover the major components of operator training on the equipment. Customer will provide personnel and appropriate space to conduct training. This on-site training seminar will include up to 2 days of consecutive training.
- Quarterly newsletters.
- Toll-free operator assistance.

**ATTACHMENT A-2  
SERVICES/TRAINING  
(continued)**

**OPERATOR TRAINING SEMINARS**

- Access to regularly held Operator Training Seminars in Brookings, South Dakota or at one of our many Operator Training cells located throughout the United States

**CONTENT SERVICE AND PROVISION**

- Toll-free telephone programming consultations during normal business hours.
- Daktronics will provide the following content programming as part of the this agreement:
  - Daktronics will provide a media kit containing
    - Looping flag animation
    - Fireworks animation
    - Test pattern
    - RTD (for sports applications) or 3 other animations (for larger Commercial applications)
  - Additional content as provided by Keyframe

Content to be provided to the Advertiser for display at Customer's [Facility] includes:

- (Enter the actual specific elements that are to be included which includes the actual time, i.e. 15-second spot; type of animation, i.e. static, limited motion, full-motion; displays content to be shown on, i.e. ProStar, ProAd; number of animations included)

**ATTACHMENT A-3**  
**INSTALLATION RESPONSIBILITIES**  
**(OUTDOOR MARQUEE – provided as an example – PM to Provide)**

RESPONSIBLE		
Daktronics	Customer	Description
		1.) Removal and disposal of existing message center.
		2.) Removal and disposal of existing message center structure (excluding footings).
		3.) Soil compaction test.
		4.) Secure construction permits.
		5.) Engineering design of the message center support structure (excluding footings).
		6.) Engineering certification stamp for support structure design.
		7.) Riser diagrams of electrical, signal and _____.
		8.) Shop drawing and attachment detail submittals.
		9.) Provide camera-ready artwork for all ad panels, logos.
		10.) Approval of all engineering drawings, riser diagrams, shop drawings equipment locations, and ad copy layouts.
		11.) Locate underground utilities.
		12.) Mark location of marquee.
		13.) Unobstructed access to facility.
		14.) Digging of footings including dirt removal. Fabrication and installation of steel cages, re-bar, or bolt attachments. Pouring and finishing of concrete for footings. (Note: In the event we hit rock, water, or anything unexpected while digging the footings, if we do work, the Customer will be responsible for any additional costs, plus Overhead and Profit of 20%).
		15.) Steel fabrication and complete structure installation of support

		structure, including levels of catwalks.
		16.) Prime and paint main support structure.
		17.) Crating and shipping of all equipment to facility via common or independent carrier
		18.) Unloading of all equipment from carrier.
		19.) Lifting and mounting of message center, ad panels and _____.
		20.) Unpack, set-up, hook-up, testing of control system to include _____.
		21.) Air conditioned control room for all control system (on venue site or off).
		22.) Primary power and transformers for new message center display and fused lockable electrical panel (to be located 5' off the ground on one of the supporting beams).
		23.) Secondary power conduits, power cable and power hook-up from the fused electrical panel to all Daktronics supplied load centers
		24.) Low voltage electrical contactors and wiring.
		25.) Furnish all signal cable for _____.
		26.) Provide and install signal cable conduit, as delineated in riser diagrams.
		27.) Labor to pull all new signal cable (and remove existing cable, if required).
		28.) Terminate signal cable.
		29.) Mounting of temp sensor.
		30.) Telephone line to base of sign.
		31.) Telephone hook-up to Daktronics R.V.C.
		32.) Telephone line monthly fee.
		33.) Provide personnel for maintenance and operator training.
		34.) Site clean up.
		35.) Final acceptance, per DF1252.
		36.) Landscaping to include _____.
		NOTE: All Change Order work, performed by Daktronics or Daktronics Subcontractor, will be performed at Cost Plus 20% Overhead and Profit.



**ATTACHMENT A-4  
WARRANTY**

*One Year Standard Warranty and limitation of Seller's Liability as delineated in Attachment SL-02374 is included.*

*plus*

*SL-05659 One (1) Year Gold Service Plan*

Year (s) Gold Service Plan as delineated in Attachment SL071304-05659

Year (s) Platinum Service Plan as delineated in Attachment SL052104-04703

**EXCLUSIONS**

*The following list of equipment (if included in the price) will be excluded from the above stated Warranty and Extended Service. The standard manufacturers warranty will be provided.*

- *Ad Copy*
- *Electrical Switch Gear or Distribution Equipment*
- *Front End Equipment*
- *HVAC Equipment*
- *Sound System*
- *Hoist*
- *Tri-Visions*
- *Roller Panels*

**ATTACHMENT B  
FINANCIAL PROFORMA**



ATTACHMENT C  
Customer's Rules and Regulations of Advertising