



**DIGITAL
SCOREBOARDS**

MARCH 18, 2025

Prepared For:

BOX ELDER SCHOOL DISTRICT

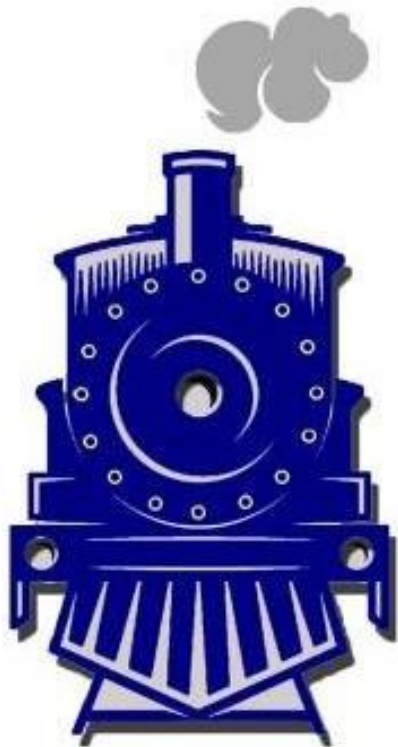
City / State

Brigham City, UT

Contact Name

Yvette Gunn, Purchasing

**OUTDOOR DIGITAL SCOREBOARD with DELAY OF GAME CLOCKS
Solicitation #03-02262025**



**BOX ELDER
SCHOOL DISTRICT**

Learning is Everything

DIGITAL SCOREBOARD CONTRACT

Prepared by

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www.digitalscoreboards.net



DIGITAL SCOREBOARDS

PACKAGE SUMMARY

26' x 16' – 10mm – 768 x 480

ProPresenter Rack & Software Suite

Retrofit Installation

11-year parts/5-year labor warranty

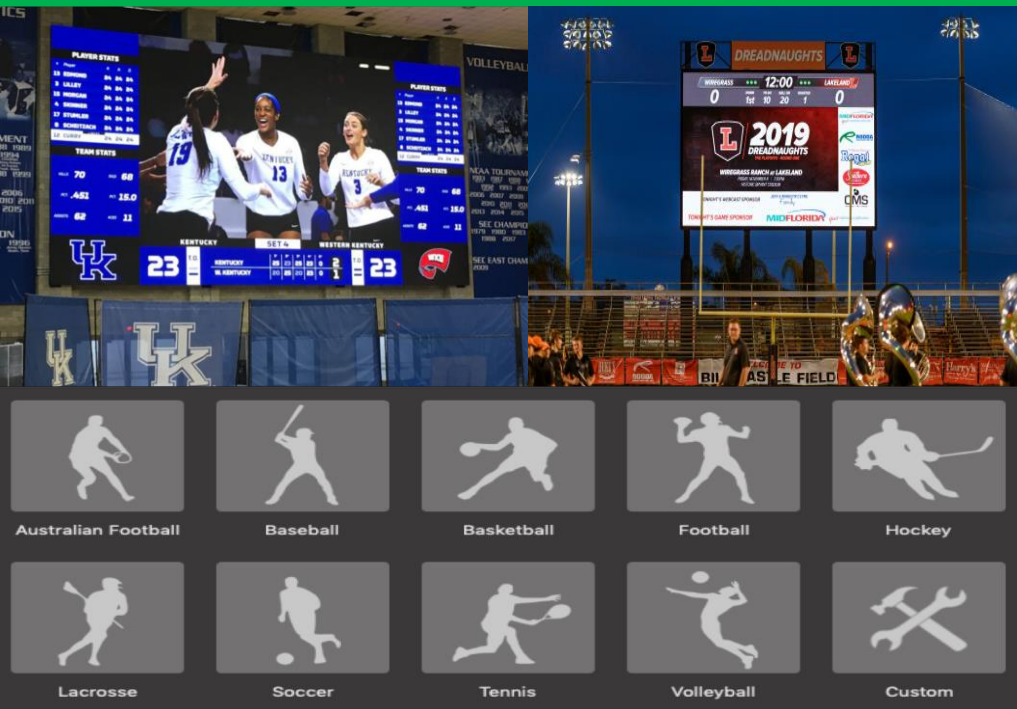
QTY	ITEM	ITEM DESCRIPTION	TOTAL
1	Digital Display	26' x 16' - 10mm – 768 x 480 368,640 Total Pixels 10,125 NIT - Ultra High Output Brightness	Included
2	DOG Clocks	4' x 4' LED Delay of Game Clocks with White Digits And One (1) Portable Cart with Battery	Included
1	Fiber Convertors Fiber Enclosure	Single-Mode Fiber Convertors and All-Weather Fiber Enclosure	Included
1	Control System	Rack, Nova Video Processor, Mac Computer System Multi-Sport Console, Connectors and Accessories	Included
1	Software System	ProPresenter Scoreboard Software Suite	Included
1	Graphics Package	Digital Scoreboards Gold Level Animation & Graphics Package	Included
1	Curriculum	DS Exclusive Classroom Curriculum	Included
1	Onsite Tech	Onsite Tech, Commissioning & System Training	Included
1	Removal	Removal of Existing Scoreboard, Disposal by School	Included
1	Digital Installation	Installation of Digital Display onto Existing Structure	Included
1	DOG Clock Installation	Installation of DOG Clocks onto Existing Structure	Included
1	Secondary Power	Secondary Power and Final Termination and Commissioning with School Supplied Primary Power to Structure	Included
1	Fiber Termination	Fiber Termination and Commissioning with School Supplied Fiber to Structure	Included
Industry Best			
1	Digital Warranty	11-year parts / 5-year onsite labor (excludes lift, if no catwalks) 24/7/365 Live Diagnostics Monitoring with Full Redundancy 3% Onsite Spare Parts Package 7 Day a Week In-House Support & Tech Center	Included
1	DOG Clock Warranty	5-year parts / 1-year onsite labor 7 Day a Week In-House Support & Tech Center	Included
1	Freight	Freight to Destination	Included

PACKAGE PRICE

\$199,000.00



POWERFUL EASY to USE GAME PRESENTATION SOFTWARE



Easy to Operate

Fan Engagement

Great ROI Potential

Ad Reporting

Social Media

RSS Feeds

Multi-Sport

Live & Replay Video

All Updates Included

No Annual
Subscription
Fee

ProPresenter® Scoreboard is a powerful software-based score presentation system built upon Renewed Vision's robust ProPresenter presentation platform. In addition to the myriad of features that ProPresenter has to offer (which includes moderated social network feed display, ticker feeds, video playback, telestration tools, and broadcast CG capability) ProPresenter Scoreboard offers a host of features for video-based scoreboards and sports broadcasting.

- **Easy to use Interface** - Designed for volunteers/students
- **Template Based Layouts** - Easily change the look of the entire output
- **Full or Partial Screen Video Playback** - Dynamically trigger interstitials, such as "Great Play", etc.
- **Dynamic Advertising Zones** - unlimited ad zones with rotating stills, animations or videos

- **Ad Tracking** - Comprehensive reports for ads
- **Device Control** - Controllable by Industry Standard Scoreboard Controllers, or by the on-screen interface
- **Video Input Capabilities** - One or more live video feeds can be shown on the scoreboard
- **Remote Control** - Built in web server to control the interface remotely via tablet or laptop
- **Multiple Sports Support** - Quickly change between control interfaces and output for multiple sports
- **Player Profiles** - Present formatted XML data and images dynamically
- **Dynamic Statistics Display** - display web-based stats dynamically from a variety of services

For more information, contact Renewed Vision at sales@renewedvision.com, or call 404-935-4044

Great Teaching & Student Enrichment Tool



UNLEASH CREATIVITY

**DIGITAL
SCOREBOARDS**
DigitalScoreboards.net

WITH THE DS ACADEMY CURRICULUM PROGRAM

Get exciting lesson plans to teach students how to create dynamic sports videos. From basics to real-time integration, each plan is packed with clear steps, hands-on projects, and flexible customization for your school. *No digital media experience required.*



LESSON 1

INTRODUCTION TO SPORTS MEDIA

In this lesson, students will dive into the world of sports videos, gaining hands-on experience with video editing software and exploring the capabilities of the digital scoreboard.

LESSON 2

EXPLORE ADVANCED TECHNIQUES

Students will level up their scoreboard video skills by learning advanced techniques like animating elements, adding effects, and syncing score changes with game events. This hands-on lesson emphasizes creativity and technical mastery.

LESSON 3

REAL-TIME INTEGRATION

Students will master real-time scoreboard integration—linking live data, setting up software, and creating dynamic videos that sync seamlessly with game action!

GET THE CROWD HYPED!



CUSTOM ANIMATIONS FOR ANY VENUE!

Silver Package

- Includes two animation styles for each sport at the facility
- Includes 10+ animations that can be used across most sports
- Customized in team colors
- Incorporates school logo and team name where appropriate



WWW.DIGITALSCOREBOARDS.NET

INDOOR • OUTDOOR • SOUND SYSTEMS • CONTROL ROOMS • ENGINEERING • TURNKEY INSTALLATIONS

Warranty

Client Sign-Off Form



Warranty Limitations and Exclusions for Insane Impact Products

The product will be free from defects in materials and workmanship for the stated manufacturer's warranty period. However, this warranty does not cover any defect, failure, or damage caused by improper use or inadequate maintenance and care, including, but not limited to, poor ventilation, dust buildup, or environmental issues. Insane Impact will not be obligated to provide replacements under this warranty in the following situations: a) if damage results from attempts by personnel other than Insane Impact representatives to install, repair, or service the product; b) if damage results from improper use or connection to incompatible equipment; c) if there is damage or malfunction caused by the use of non-Insane Impact parts or supplies; or d) if the product has been modified or integrated with other products in a way that makes servicing or replacement more time-consuming or difficult.

Insane Impact Limited Lifetime Extended Warranty

Hereby warrants to the original end-user owner (customer), products to be free of manufacturing defects in material and workmanship, for the warranty periods as defined in the terms and conditions set forth from the original date of installation. If a date of installation cannot be established the purchase date established via *Invoice* or *Sales Order* shall be used. This warranty applies exclusively to products listed below used in a permanently installed application, purchased from Insane Impact or an authorized dealer within the United States of America, including possessions and territories. This warranty is not transferable and may or may not apply to products sold and/or forwarded outside the United States. Insane Impact shall only be obligated to honor this warranty upon receipt of full payment for the equipment, payment of extended warranty program and completed extended warranty registration. The purchase of Insane Impact product constitutes the customer's acceptance of all warranty terms and conditions as listed in this limited warranty statement.

Product	Warranty Period	Coverage
LED Panels (DioPlex Plus+, HO, HD-HO, CG ViuSite-X Plus+)	11 Years (4,015 Days)	Manufacturing Defects, Components, Pixel/IC Chip Failure *LED pixel failure is defined as an LED pixel that ceases to emit light
On-Site Labor	Per Service Agreement	Subject to Terms Listed in Extended Aftersales Portfolio & Conditions **For permanently installed products only
Video Processors (NovaStar)	N/A	As Warranted by NovaStar
Rigging Hardware/GSR	1 Year	Manufacturing Defects (Parts Only)
Cables & Accessories	30 Days	Manufacturing Defects (Parts Only)

During this period, Insane Impact will at its sole discretion, either repair the unit or replace it with a new or rebuilt one of equal model and product classification, subject to product lifecycle improvements. Insane Impact will cover material and off-site labor costs for repairs conducted by its authorized personnel, with certain exclusions applying. However, this warranty does not cover on-site labor charges for the removal and/or installation of components or for on-site repairs. Any repaired or replaced unit will be covered by the remaining time on the original limited warranty. It's important to note that this warranty is not a maintenance contract. Registration is required within 90 days of installation to receive the terms of this warranty.

What is NOT covered In the Warranty	
Damage/failure due to abuse, misuse, mishandling, neglect, accident, improper storage, or improper installation.	X
Damage/failure from improper power conditions, over/under-voltages, improper wiring, or electrical surges.	X
Damage/failure from exposure to extreme environmental/atmospheric conditions including but not limited to severe weather, natural disaster, salinity, corrosives or pressure, or other conditions which exceed the product's ingress protection rating.	X
Products used or installed in conditions or environments exceeding specified application type or technical specifications.	X
Third party supplied hardware, power, data, structures, or rigging.	X
Normal wear and/or natural aging of parts and components.	X
Units that have been serviced or tampered with by user or other unauthorized personnel.	X
Labor for removal and/or replacement of LED modules and/or other field-replaceable component assemblies.	X
Incorporation or compatibility with accessories, attachments, software, including without limitation front-end video control systems, audio systems, external video processors and players, or other devices not furnished by Insane Impact.	X
Security or functionality of the user's network, cellular connectivity, or other integration systems.	X
Color and/or brightness difference without compromising basic product functionality.	X
Equipment rental or ancillary costs of modifications, removal of structural/decorative elements for removal, installation, or service access to the product.	X
Improper installation workmanship by user or 3rd parties.	X
Units on which the product or its sticker has been removed or altered.	X
Units that have been serviced or tampered by user or other unauthorized personnel.	X
Failure to perform periodic maintenance of the product.	X
Color and/or brightness consistency without compromising basic product functionality.	X
Modifications and/or removal of structural and/or decorative elements for installation or service access.	X
Labor for module or component installation replaced by user or 3rd party integration personnel.	X

Insane Impact's warranty obligation is strictly limited to repairing or replacing the particular product or part(s) identified by Insane Impact as having failed due to a covered cause within the warranty period. Under no circumstances shall Insane Impact be obligated to replace, repair, or extend the warranty for any products or components of a system that Insane Impact determines have not failed due to a covered cause within the warranty period. This applies even if such other products or components of a system are used in conjunction with products being repaired or replaced by Insane Impact under this warranty, and if the repaired product exhibits differences in brightness, colors, or any other attribute after the repair. No agent, employee, dealer, distributor, or representative of Insane Impact is authorized to impose terms or conditions beyond the scope of this limited warranty. Any provisions within the purchaser's purchase order or any other purchase document that contradict the terms and conditions of this limited warranty, or that are not explicitly stated in this limited warranty, shall hold no validity or enforceability.

All implied warranties, including warranties of merchantability and fitness, are limited to the duration of this warranty. Insane Impact's liability is strictly confined to the repair and/or replacement of its product or component. Insane Impact shall not be held liable for any incidental or consequential damages arising from the use of their product or its software, including, but not limited to, damages resulting from loss of business profits, downtime costs, business interruption, loss of business information, or any other financial loss. Insane Impact assumes no responsibility for shipping delays, parts shortages, Force Majeure, or any other events beyond its immediate control, and shall have no liability whatsoever to the Purchaser for any such occurrences.

All warranty claims must be submitted within the relevant warranty period. Claims reported after the expiration date of the warranty will not be accepted, regardless of when the issue arose. Please provide a dated proof of purchase and the batch/serial number via Sales Order, Invoice, or an approved Insane Impact Extended Warranty.

Registration ("EWR") must be presented at the time warranty service is sought. Failure to provide acceptable evidence of product proof of purchase, or EWR may result in denial of warranty service.

RMA Procedure:

To obtain an RMA, please contact Insane Impact Technical Support via service@InsaneImpact.com or visit <https://insaneimpact.com/owners-portal/support/> to submit a ticket with a detailed description of the problem you are experiencing to obtain an RMA number. Upon receiving an RMA number, the product/component must be packaged in original packaging or other suitable packaging that provides ample protection from ground/air shipping. Include a brief description of the problem being experienced for the affected part/component being returned. The product/component must be returned in original, unaltered condition without accessories unless otherwise instructed to do so. Products returned for warranty service, which are received damaged due to inadequate and/or improper packaging and/or due to damage caused by shipping carrier may incur additional repair charges before warranty service begins and/or may void this warranty. Any products returned without a valid RMA will be refused and returned at the customer's expense. Failure to follow these RMA procedures may result in denial of warranty service or additional material/labor costs billable to the customer. The purchaser is responsible for all shipping costs and applicable insurance to Insane Impact's service facility. Insane Impact shall not be obligated to replace any products or components under this warranty in the event of loss and/or damage by the shipping carrier. Insane Impact will pay return shipping costs for repaired and/or replacement components best way at its discretion, purchaser is responsible for any expedited shipping costs. Insane impact is not responsible for any additional fees, duties, taxes in accordance with shipping/receiving the product.

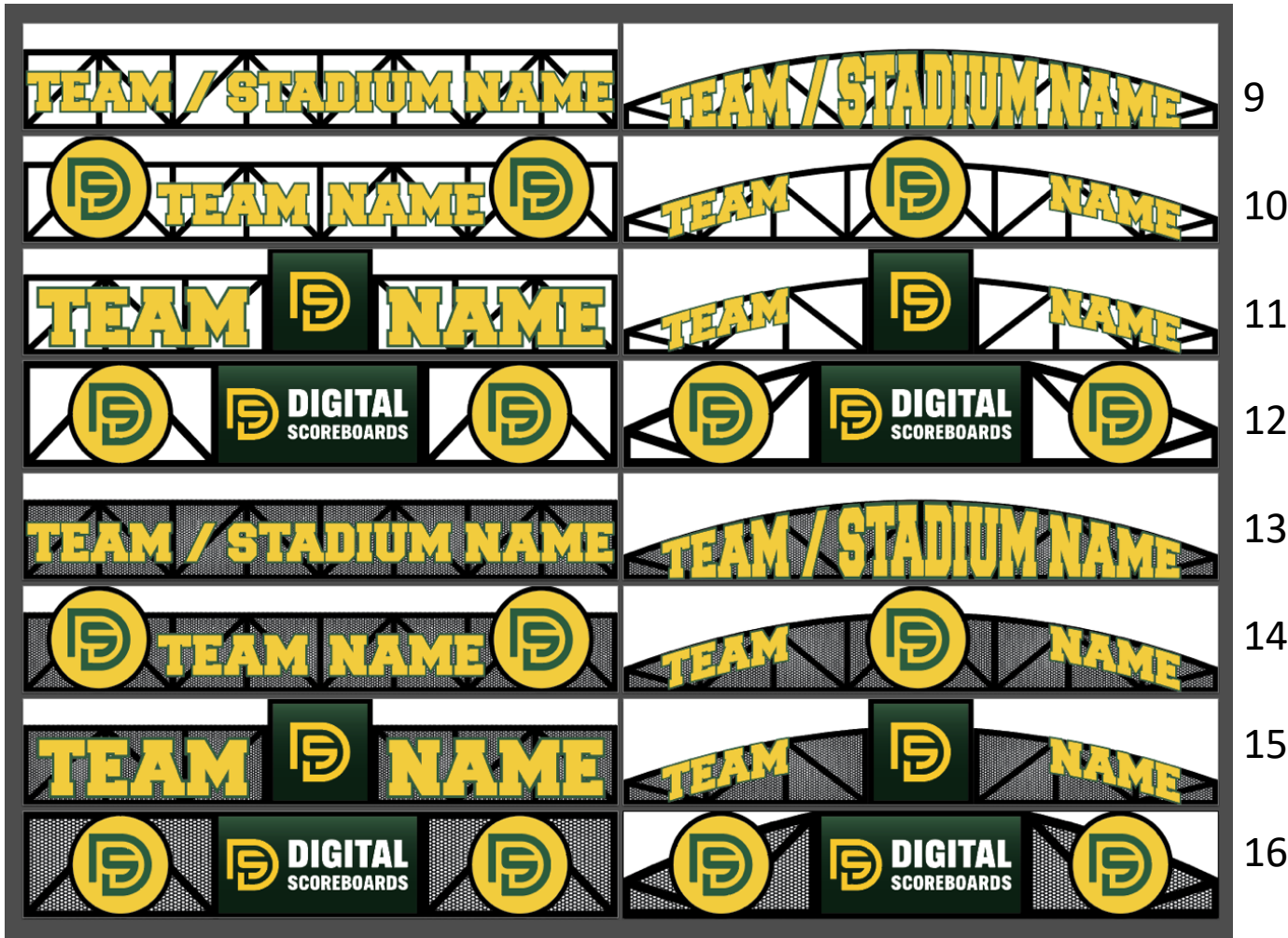
Non-Warranty Service:

If it is determined that the product does not meet the terms of our warranty, the purchaser will be billed for labor and materials, as well as applicable shipping and insurance. If no issue is found with the product, a minimum \$95 bench service fee and appropriate shipping charges will be applied. Payment in advance of repair and/or return of the product is required by credit card. Insane Impact will contact you and inform you of the cost of repair.

Disclaimers:

- The maximum liability of Insane Impact under this limited warranty shall not exceed the actual purchase price paid for the product
- Insane Impact is not responsible for any loss of income during time of warranty, repairs, etc.
- Insane Impact is not responsible for replacing or furnishing product in the situation should be a warranty issue arise.

DIGITAL SCOREBOARDS TRUSS STANDARD PACKAGES



- Standard Trusses Include Metal Structure and Aluminum Cut Letters
 - Middle ID Boxes Represent Speaker Mesh or Aluminum Panel
 - Backlit Logos and Letters Available Upon Request
- Final Price TBD Based Upon Final Design Type and Art Approval



TERMS AND CONDITIONS OF SALE

Interpretation, Definitions and Modifications. The following terms and conditions (“Terms and Conditions”) govern the sale of products (each, a “Product” and together the “Products”) and installation, maintenance, and other ancillary services (each, a “Service” and together the “Services”) by Digital Scoreboards, LLC, to the customer set forth in the Sales Agreement (“Buyer”). As used herein, “Agreement” shall mean the following (including, without limitation, all documents or instruments referenced herein):

- ☐ The Sales Agreement to which these Terms and Conditions are attached; and
- ☐ All Change Orders properly executed as set forth herein.

Capitalized terms used but not otherwise defined in this Section shall have the same meaning as provided elsewhere in the Agreement.

1. Proposal. The proposal to which these Terms and Conditions is attached (the “Proposal”) shall be valid for no more than 15 days, unless otherwise stated therein. The Proposal is subject to change by Digital Scoreboards, LLC at any time upon notice to Buyer. Once accepted by Buyer by written acceptance or acknowledgment (which may be via email), the Proposal shall become the “Sales Agreement,” a valid, binding and enforceable contract.

2. Change Orders. The Agreement, including but not limited to the Products and Services, may only be altered, modified, superseded, or amended by a written document (“Change Order”) that specifically references the Agreement, sets forth the change and is signed by an authorized Digital Scoreboards, LLC representative. Such document shall be referred to as a “Change Order.” In the event a Change Order is signed before Digital Scoreboards, LLC ships the Product to Buyer, Digital Scoreboards, LLC will include the additional cost of the Change Order in the sales invoice. In the event a Change Order is signed after Digital Scoreboards, LLC ships the Product to Buyer, Digital Scoreboards, LLC will invoice Buyer for the additional cost of the Change Order separately.

3. Price; Payment Terms. Buyer shall purchase the Products and Services from Digital Scoreboards, LLC at the price detailed in the Agreement (the “Price”) and on the payment terms set forth in the Agreement. Any deposit under the Agreement is non-refundable. The Price does not include fees for government required inspections, special assessments, permits (including but not limited to installation permits), union costs, tariffs, taxes (including sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer), and Buyer shall be responsible for all such charges, costs and taxes; if applicable, upon Digital Scoreboards, LLC’s request, Buyer shall provide a tax exemption certificate in a form acceptable to Digital Scoreboards, LLC in advance of the delivery of the Product. In addition to all other remedies available under the Agreement (which Digital Scoreboards, LLC does not waive by the exercise of any rights hereunder), Digital Scoreboards, LLC shall be entitled to suspend the delivery of any Product or Service if Buyer fails to pay any amounts when due hereunder and such failure continues for three (3) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Digital Scoreboards, LLC, whether relating to Digital Scoreboards, LLC’s breach, bankruptcy or otherwise, or arising under any other sales or service order or transaction between Digital Scoreboards, LLC and Buyer.

4. Delivery, Title, and Risk of Loss. (a) For all orders in the Continental USA, the Product is sold FOB Digital Scoreboards, LLC’s facility (the “Shipping Point”). Title to the Product passes to Buyer upon Digital Scoreboards, LLC’s placement of the Product into the carrier’s possession. Digital Scoreboards, LLC will insure the Product from risk of loss until it reaches the destination designated by Buyer (the “Destination”). Digital Scoreboards, LLC will, at its expense, put the Product in possession of a carrier at the Shipping Point and contract with the carrier for the shipment of the Product to the Destination. Buyer bears all other expenses and risks of transportation including, without limitation, loading and unloading, storage and freight. Buyer may not direct the Product to any destination other than that specified in the Agreement without the written permission of Digital Scoreboards, LLC. Delivery or shipping dates are approximate only and merely represent Digital Scoreboards, LLC’s best estimate of time required to make delivery or shipment. Shipment dates are contingent on prompt receipt by Digital Scoreboards, LLC of all necessary manufacturing, shipping, and delivery information. Digital Scoreboards, LLC is not responsible for failure to meet estimated shipping dates and will not be liable for any loss, cost, damage, or expense whatsoever incurred by Buyer or its customers that may result therefrom. (b) For all orders Outside the Continental USA, the Product is sold FOB the Shipping Point; title to and risk of loss passes to Buyer upon Digital Scoreboards, LLC’s placement of the Product into the carrier’s possession and Digital Scoreboards, LLC will not insure the Product from risk of loss after placing the Product into the carrier’s possession; except as otherwise stated in this Section 4(b), the provisions of Section 4(a) apply.

5. Services. With respect to the Services, Buyer shall: (a) cooperate with Digital Scoreboards, LLC in all matters relating to the Services, provide access to the Site (as defined below) and provide such other accommodations as Digital Scoreboards, LLC may reasonably request for the purposes of performing the Services; (b) respond promptly to any request of Digital Scoreboards, LLC for direction, information, approvals, authorizations, or decisions that are reasonably necessary for Digital Scoreboards, LLC to perform the Services in accordance with the requirements of this Agreement; (c) provide such materials or information as Digital Scoreboards, LLC may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

6. Site Access. Buyer is responsible for providing Digital Scoreboards, LLC with safe access to the location where the Product will be installed or has been installed (the “Site”), either through (1) providing an “Accessible Site”, which means the Product is accessible through the use of: (a) a 20 foot or shorter ladder; (b) a secure catwalk or base; and (c) a guard rail or a safety lifeline which is securely attached to the support structure if the Product display is over 6 feet off the ground, or (2) furnishing the use or bearing the cost of a bucket or broom truck and any other machinery or equipment capable of providing safe access to the Site reasonably requested by Digital Scoreboards, LLC. In the event Digital Scoreboards, LLC arrives to the Site and Buyer has failed to provide an Accessible Site or otherwise provide safe access to the Site as reasonably requested by

Digital Scoreboards, LLC, then Buyer will bear the cost of Digital Scoreboards, LLC's demobilization, delay, and remobilization; Digital Scoreboards, LLC will issue Buyer a Change Order including the invoice for such additional cost(s).

7. Installation and Subsurface Access. In the event Digital Scoreboards, LLC provides installation Services for the Product on behalf of Buyer at the Site, Buyer must have a representative on the Site prior to Digital Scoreboards, LLC's commencement of foundation work to direct the exact placement of the Product (the "Install"). Digital Scoreboards, LLC may rely on the direction of the representative. The Price quote for the Install is based on average bearing soil and assumes the absence of subsurface obstructions or high-water levels; in the event Digital Scoreboards, LLC encounters any subsurface obstruction, including but not limited to rock, abnormal soil, high water levels, or other unexpected subsurface conditions, Digital Scoreboards, LLC will suspend all Services related to the Install and will issue a Change Order. Digital Scoreboards, LLC will have no obligation to proceed with the Install until Buyer accepts or acknowledges such Change Order in writing (which may be by email).

8. Existing Structure. Except to the extent that Digital Scoreboards, LLC explicitly and in writing assumes responsibility for any structural element in accordance with the Agreement, Buyer represents and warrants that the existing structure will support the Product, including without limitation any existing steel, walls, columns, trusses, footings, hoists attachment points, wiring, or any other foundation or existing structural elements (collectively, the "Existing Structure") shall be adequate to support the weight, size, wind load, and all other technical specifications of the Product, and Buyer agrees to indemnify and hold Digital Scoreboards, LLC harmless for any failure of any Existing Structure or any losses, damages, claims or liabilities arising from or relating to any such failure. Digital Scoreboards, LLC recommends that Buyer has the Existing Structure reviewed and certified by a licensed structural engineer. In the event changes to the Existing Structure are required prior to the Install, a Change Order will be required.

9. Software. To the extent Buyer utilizes any Digital Scoreboards, LLC control or management software applications that are available on the Product (the "Software"), Digital Scoreboards, LLC grants to Buyer, for so long as Buyer owns Product, a limited, nontransferable, nonexclusive, non-sublicensable license to (a) use the Software only as installed on and in connection with the Product and Digital Scoreboards, LLC's ownership thereof; and (b) use the user documentation provided by Digital Scoreboards, LLC in connection with the Software as reasonably necessary for Buyer's authorized use of the Software. In addition, Digital Scoreboards, LLC will provide standard support for such Software for one (1) year from the date of shipment of the Product from Digital Scoreboards, LLC's facility, at no additional cost to Buyer. Buyer will not, directly or indirectly, (i) license, sell, redistribute, lease or otherwise transfer or assign the Software; (ii) alter or permit a third party to alter any part of the Software; (iii) use or permit the use of the Software for any unlawful purpose; (iv) reverse engineer or otherwise attempt to derive source code or other trade secrets from the Software; (v) use the Software in a way that could harm Digital Scoreboards, LLC's network (including by transmitting or uploading any viruses, worms, Trojan horses or other malicious code); (vi) use the Software to try to gain unauthorized access to any service, data, account or network by any means; or (vii) use or permit the use of Software in any other way not expressly approved by Digital Scoreboards, LLC. Buyer may elect to license and use third-party software in connection with the Product. Except as otherwise set forth in a separate agreement with respect to such third-party software (which may be electronic terms of use or service that must be accepted by Buyer prior to installation or use of such third-party software), Digital Scoreboards, LLC shall have no obligations or liabilities with respect to such third-party software, Buyer's use or operation thereof, or its interaction with the Software. In the event the third-party software modifies the Software, Digital Scoreboards, LLC will no longer have an obligation to provide support under this Section 9. Digital Scoreboards, LLC may terminate the licenses granted under this Section 9 immediately upon written notice of any material breach of the terms of this Section 9.

10. Intellectual Property. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to Buyer by Digital Scoreboards, LLC and all rights therein (collectively, "Intellectual Property") will remain the property of Digital Scoreboards, LLC and its licensors or suppliers and will be kept confidential by Buyer in accordance with these Terms and Conditions. Other than the limited licenses granted herein with respect to the Software (if installed), Buyer has no claim to, nor ownership interest in, any Intellectual Property, and all such Intellectual Property, in whatever form and any copies thereof, shall be promptly returned to Digital Scoreboards, LLC upon its request or, if it is subject to a limited license hereunder, upon termination of such license in accordance with these Terms and Conditions.

11. Graphics. Buyer must approve all elements of custom graphics to be affixed to the Product no later than three (3) weeks prior to the Product's scheduled shipping date. If Buyer fails to meet this deadline, Digital Scoreboards, LLC will issue a Change Order including an invoice for the cost of the delay.

12. Security Interest. As collateral security for Buyer's full payment to Digital Scoreboards, LLC of all amount(s) that may become due under this Agreement, Buyer hereby grants Digital Scoreboards, LLC a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Product, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Buyer hereby irrevocably authorizes Digital Scoreboards, LLC at any time and from time to time while such security interest is in effect to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments necessary to perfect the foregoing security interest.

13. Limitation of Liability.

(a) IN NO EVENT SHALL DIGITAL SCOREBOARDS, LLC BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH RESPECT TO THE PRODUCTS, SERVICES OR THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT DIGITAL SCOREBOARDS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT SHALL DIGITAL SCOREBOARDS, LLC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO DIGITAL SCOREBOARDS, LLC FOR THE PRODUCTS OR SERVICES HEREUNDER, OR THE PURCHASE PRICE OF THE PRODUCT, WHICHEVER IS LESS.

(c) The limitation of liability set forth herein shall not apply to (i) liability resulting solely from Digital Scoreboards, LLC's gross negligence or willful misconduct and (ii) amounts paid or payable to third parties arising from death or bodily injury resulting solely from Digital Scoreboards, LLC's gross negligence or willful misconduct.

14. Indemnity. To the greatest extent permitted by law, Buyer shall indemnify, defend, and hold harmless Digital Scoreboards, LLC 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 relating to (i) any negligent act or omission by Buyer or its personnel, agents, subcontractors, or others engaged by Buyer or under their control, or (ii) any claim against Digital Scoreboards, LLC by reason of or alleging any unauthorized or infringing use by Digital Scoreboards, LLC of any copyright, trademark, or other intellectual property right in any material, information, technology, process or data provided by Buyer and used by Digital Scoreboards, LLC at Buyer's direction.

15. Delay, Force Majeure. Any period for delivery or service provided for in the Agreement is approximate and not a guarantee of a particular date or time frame. Under no circumstances will Digital Scoreboards, LLC be liable or responsible to Buyer for any failure or delay in fulfilling or performing any term of this Agreement when and to such extent such failure is caused or results from acts or circumstances beyond the reasonable control of Digital Scoreboards, LLC including, without limitation, fire, flood, earthquake, act of God, explosion, governmental action, war, invasion or hostilities (whether war is declared or not), or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or telecommunication breakdown or power outage. In such circumstances Digital Scoreboards, LLC has the right to extend the date of delivery for a reasonable period of time after the period of delay (but in no case for less than the period of delay) and the right to apportion its products among its customers in a manner it deems equitable. Buyer is not relieved from accepting delivery at the agreed price when the causes interfering with delivery are removed.

16. Use of Image. Digital Scoreboards, LLC may use Buyer's name along with images of the Product and the Site for marketing and promotional purposes including but not limited to website and marketing materials, without compensation to Buyer.

17. Entire Agreement. This Agreement contains the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms and Conditions prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer submits its purchase order or such terms, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

18. Severability. In the event one or more of the provisions of this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, those provisions will not invalidate or otherwise affect any other provisions, and the Agreement will be construed as if the invalid, illegal or unenforceable provision was never a part of the Agreement.

19. Applicable Law, Limitations. This Agreement is being delivered in, performable in, and shall be governed, construed, enforced, and interpreted by, through and under by the laws of the state of Florida, without regard to conflict of laws principles that would cause the application of laws of another jurisdiction. For the purpose of any action or proceeding arising out of or relating to this Agreement, Buyer hereby irrevocably submits to the exclusive personal jurisdiction and venue of the Twelfth Judicial Circuit Court in and for Sarasota County, Florida, with respect to such dispute and agrees to waive any defenses to venue and jurisdiction including forum non conveniens, along with irrevocably agreeing that all claims in respect to such action or proceeding may be heard and determined exclusively in any such court. Buyer agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdiction by suit on the judgment or in any other manner provided by applicable law. Buyer irrevocably consents to the service of the summons and complaint and any other process in any action or proceeding relating to the transactions contemplated by this Agreement, on behalf of itself or its property, by personal delivery of copies of such process to such party. Nothing in this section shall affect the right of any party to serve legal process in any other manner permitted by applicable law. Notwithstanding the foregoing, Digital Scoreboards, LLC will have the right, and in addition to all other remedies available to it at law, in equity or under this Agreement, to affirmative or negative injunctive relief from a court of competent jurisdiction in the event Buyer violates or threatens to violate the terms of Sections 9 or 10. Buyer acknowledges that a violation of Sections 9 or 10 would cause irreparable harm and that all other remedies are inadequate. Any legal action pertaining to this Agreement, other than Buyer's failure to pay any amount(s) owed to Digital Scoreboards, LLC, or any indemnification required by Buyer hereunder, must be commenced within one (1) year of the event giving rise to the legal action.

20. Assignment. Buyer may not assign any of its obligations under the Agreement without the written consent of Digital Scoreboards, LLC. Any attempted assignment not in conformity with this Section 20 is void.

21. Fees. Buyer shall be liable for any and all costs and expenses (including attorney's fees) incurred by Digital Scoreboards, LLC in enforcing any provision of this Agreement, including, without limitation, any costs of collection of amounts due to Digital Scoreboards, LLC hereunder.

22. No Waiver. All remedies of Digital Scoreboards, LLC hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. Any failure by Digital Scoreboards, LLC to enforce or exercise any provision of this Agreement shall not constitute a waiver of that right or provision.

23. Independent Contractors. The Agreement is not intended by the parties to constitute or create a joint venture, partnership, corporation, agency, trust, employment relationship, formal business organization or other permanent association of any kind, other than the alliance that is specifically defined in the Agreement, and the rights and obligations of the parties shall be only those expressly stated in the Agreement. Neither party shall have the authority to bind the other.

24. Survival. The Sections of these Terms and Conditions that by their nature survive expiration or termination of the Agreement, including, but not limited to, the following Sections: 10 ("Intellectual Property"), 13 ("Limitation of Liability"), 14 ("Indemnity"), and 19 ("Applicable Law, Limitations"), shall survive expiration or termination of the Agreement.

EXCLUDED ITEMS	
Permitting	Local or State Permitting, if Required
Engineering	Structural Stamped Engineering, if Required
Utility Locates	Public and Private Utility Locates
Geotechnical	Soil Test or Geotechnical Report, if Required
Ground Covering	Protective Ground Covering for Grass, Turf & Track, If Required
Primary Power	Providing conduit and primary power to the base of scoreboard & DOG Clocks
Primary Fiber	Providing conduit and fiber top the base of the scoreboard
Internet	Hard-Line Internet to Control Rack (required for control system, diagnostics and service)
Bonding	Performance Bonding, if Required
Sales Tax	Sales Tax, if Applicable (if exempt a certificate must be supplied with order)

SURFACE CLAUSE	
<p>The installation portion of the enclosed proposal does not include ground protection or ground repair from normal wear and tear to the surface of the ground during installation. Due to equipment mobilization, construction, and installation of this outdoor digital scoreboard normal ground disruption is expected and repair is not included.</p>	

RETROFIT INSTALLATION CLAUSE	
<p>The installation portion of this installation is quoted site unseen. Upon a successful site visit, either before or at the time of installation, structure upgrades or corrective measures are required, a School Representative will be contacted prior to proceeding and the required upgrades will be discussed and agreed to on a time and material basis. The subsequent change order will be invoiced upon the completion of the project.</p>	

CONTRACT AMOUNT	
Total Contracted Amount	\$199,000.00

TERMS	
Payment Terms	80% Deposit Upon Acceptance / 20% Net 30 Upon Installation
Deliver & Install	10-12 weeks from approved contract, approved art and receipt of deposit

BY SIGNING THIS DOCUMENT, BOTH PARTIES ACCEPT THE PACKAGE DETAIL AND TERMS AND CONDITIONS ENCLOSED

Customer	Company
Box Elder School District	Digital Scoreboards, LLC
960 South Main	107 N. Main St. Ste 3C
Brigham City, UT 84302	Columbia, IL 62236
	Chris Kirn, President/CEO
Signature	Signature
Title	Title
Date	Date