

DAKTRONICS SALES AGREEMENT

Allen Event Center
200 E Stacy Rd Ste 1350
Allen, TX 75002

686371-1 REV 7
29-January-2021
Valid for 120 Days

RE: Indoor Video upgrade and Audio Upgrade – BuyBoard Contract #583-19

Daktronics, Inc. ("Daktronics") appreciates the opportunity to provide a Sales Agreement to Allen Event Center ("Purchaser").

Equipment and Services:

- DVN-5.9MN-588x1596 @ 6
- RTN-15MN-40x17152 @ 1
- Custom Audio System
- Control Equipment
- Installation
- Service: 5 Years Parts & Labor

\$2,690,810.25
\$20,121.03

Shipping

(See attachments for additional details.)


TOTAL CONTRACT PRICE (EXCLUDING TAXES) \$2,710,931.28
(amount in USD)

Delivery Terms: Equipment is quoted FCA Destination. Ship Date will be determined after execution of this Sales Agreement, shop drawings are approved, and down payment is received.

Without limiting any other provision in this Agreement, the parties agree that any delays caused directly or indirectly as a result of the COVID-19 pandemic are excusable and will extend the time for performance under this Agreement. Delays may be caused by, without limitation, government mandates, unsafe site conditions, or resource constraints arising out of conformity with CDC guidelines or government mandates.

Thank you for allowing Daktronics to submit a Sales Agreement for this project. We appreciate your consideration and are excited about the possibility of working with you. If you have any questions please contact the following:

DAKTRONICS SALES AGREEMENT



Brandon DeSmet
Regional Sales
214-548-9637
Brandon.DeSmet@Daktronics.com

or



Josh Howell
Project Manager
605-691-3626
Josh.Howell@Daktronics.com

ACCEPTANCE

The "Contract Documents" are comprised of the following and will be the basis of our Sales Agreement:

- Sales Agreement 686371-1 Rev 7
- [SL-02375 Standard Terms and Conditions of Sale](#)
 - (http://www.daktronics.com/terms_conditions/SL-02375.pdf)
- [SL-02374 Standard Warranty and Limitation of Liability](#)
 - (http://www.daktronics.com/terms_conditions/SL-02374.pdf)
- Attachments
 - A [Equipment and Software](#)
 - B [Purchase Price and Payment Schedule](#)
 - C [Project Management, Engineering, and Site Support Services](#)
 - D [Installation Responsibilities](#)
 - E [Standard Warranty Service and Extended Services](#)

Purchaser hereby agrees to purchase the Equipment, peripherals, Services, and additional supplies as defined by the Contract Documents. The Contract Documents constitute the full and final understanding of the parties and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Contract Documents as provided, including any online documents.

The parties acknowledge and agree that Daktronics design and installation services meet the requirements of the building code in effect for the installation site as of the date of the Contract Documents, and is priced accordingly. In the event Daktronics is required at any time to conform its design or installation to a code with requirements greater than those required as of the date of the Contract Documents, the parties acknowledge and agree that Purchaser shall be fully responsible for all costs associated with such increased code requirements.

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The parties agree that due to the volatile market for materials, including but not limited to steel, copper wire, electrical devices, and other related components, Daktronics reserves the right to adjust the contract price prior to execution of the Sales Agreement.

All notices required herein shall be given to Purchaser at the address indicated above unless otherwise directed by the Purchaser in writing. The delivery and installation shall be at the address indicated on page one unless otherwise provided below:

Product Delivery Address

Customer:
Address:
City, State, Zip:
Contact:
Phone and E-mail:

Installation/End User Address

Customer:
Address:
City, State, Zip:
Contact:
Phone and E-mail:

The undersigned has actual authority to execute this document, and Daktronics is relying upon such authority.

ATTESTATION:

PURCHASER:

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

DAKTRONICS, INC.:

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

Estimated Delivery: Determined by order date and approval of shop drawings.
Estimated Date of Substantial Completion: Determined by order date.

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ATTACHMENT A | EQUIPMENT AND SOFTWARE

Sideline Video - Six (6) Indoor Daktronics LED Video Displays

- Daktronics Model: DVN-5.9MN-588x1596
- Approximate Active Area: 11.48' high x 31.17' wide
- Pixel Pitch: 5.9mm
- Matrix: 588x1596

15mm Ribbon - One (1) Indoor Daktronics LED Ribbon Display

- Daktronics Model: RTN-15MN-40x17152
- Approximate Active Area: 2.05' high x 879.55' wide
- Pixel Pitch: 15mm
- Matrix: 40x17152

Daktronics Integrated Control Solution includes the following:

- System Level Components
 - One (1) 14-port Gigabit Network Router
 - One (1) 26-port Gigabit Network Switch
 - One (1) DSTI Rack-mounted server
 - One (1) Truck Dock data broadcast unit
 - One (1) Remote Power Control; four (4) switches
 - One (1) Venus® Control Suite Server
 - One (1) Venus® Control Suite - Prime Package - Locally Hosted
 - One (1) Network Attached Storage Device; eight (8) terabyte
 - One (1) Show Control Single Monitor User Station
 - One (1) Show Control Software License
 - One (1) Rack-mounted Technician User Station
 - One (1) Remote User Station; 22" LCD; one hundred (100) foot extension
 - One (1) 40RU control rack with a caster base and vented top
 - One (1) 1500VA Uninterruptable Power Supply (UPS); 120VAC
- Sideline Video
 - Independent content configuration
 - Two (2) DMP-8300 Daktronics Media Players
 - Two (2) VP-6000 Daktronics Video Processors
 - Primary/backup configuration of components
 - Output capable of controlling up to 2.3 million pixels
 - Supports four (4) external video sources
- 15mm Ribbon
 - Identical content configuration for displays
 - Two (2) DMP-8302 Daktronics Media Players
 - Four (4) VIP-5160 Daktronics Display Interface Processors
 - Primary/backup configuration of components



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- Output capable of controlling up to 1,000,000 pixels (modules) or 600,000 pixels (elements)
- Does not support any external video sources

Six (6) Daktronics Standard Locker Room Clocks

- Daktronics Model: TI-2031
- Approximate Dimensions: 8" high x 1'-3" wide
- LEDs illuminate red and amber

One (1) Set of Goal Lights, Pro Model

Includes:

Custom Audio System

Installation

Project Management

Spare Parts

Shipping to Site

Five (5) Years Parts & Labor

Content Package

Operator Training – Two (2) Days

Audio Technical Event Support – Two (2) Days

Bonding

Commission



DAKTRONICS SALES AGREEMENT

ATTACHMENT B | PURCHASE PRICE AND PAYMENT SCHEDULE

The Purchase Price shall be \$2,710,931.28 (Excluding Taxes).

"Purchase Price" shall also include any additions or deletions pursuant to any duly authorized Change Orders.

The Payment Schedule is as follows, subject to credit review:

- Progress payments

Financing option available; consult your sales representative for additional information.

TAXES: No taxes have been included in the price. Purchaser will be assessed all taxes and other governmental charges in connection with the sale, purchase, transportation, delivery, or use, of any of the goods provided, with the exception of taxes based upon Daktronics' net income. If Purchaser is tax-exempt or purchasing for resale, a copy of Purchaser's tax-exempt certificate shall be required at time of order.

CHANGE ORDERS: Without voiding the contract, the parties may agree to change the scope, timing, or other aspect of the deliverables. Such changes shall be in accordance with Section 3 of Standard Terms and Conditions of Sale (http://www.daktronics.com/terms_conditions/SL-02375.pdf)

All Change Order work performed by Daktronics or a subcontractor of Daktronics will be performed at cost plus 20% overhead and profit.



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ATTACHMENT C | PROJECT MANAGEMENT, ENGINEERING AND SITE SUPPORT SERVICES

Our project management philosophy is focused on a smooth and uneventful experience for the Purchaser, and mitigating risk throughout the project to ensure there are no unexpected costs or delays. This philosophy includes a team tailored and dedicated to the unique needs of your project. Yet, understanding the need to have clear communication, your single point of contact will be our assigned project manager, who is familiar with your project and has completed jobs of similar scope and scale to yours.

Your project manager will collaborate with you and the entire project team to make sure every detail is covered and you have a clear understanding of what is happening during the course of the project.

Because our engineering capabilities are in-house, there is a reduction of risk in the possibility of issues arising. If there are items or discrepancies that come up, we can quickly address them to make sure problems do not compound. These engineering capabilities include mechanical, structural, electrical, and control systems to design and document the overall system.

Throughout the project, the project manager and the Purchaser will collaborate on many items. Some core functions of this process include:

- Organizing the key project team members from all parts of the project to complete the services as defined on the Installation Responsibilities (Attachment D). The responsibilities checklist is provided to make sure all parties clearly understand the scope and expectations.
- Establishing and managing the project timeline to meet the needs of your team.
- Reviewing the preliminary and/or final project shop drawings as per scope. This includes an explanation of the drawings and key items to approve before production.
- Coordinating shipments and deliveries to align with the established timeframes.
- Communicating activities of the Daktronics project team to understand when staff will be on-site for specific duties such as equipment installation support, control room set-up, final connections, system testing and training.
- Finalizing the project and securing project acceptance.

SUPPORT AND TRAINING

Daktronics support includes comprehensive training options, from technical training to learning how to use the software. We offer several different formats to suit your needs and schedule. Talk to your representative about what training is best for your needs.

DAKTRONICS CREATIVE SERVICES

- Daktronics will provide a media kit.
- Additionally, Daktronics will provide a bronze content package. See www.daktronics.com/ContentRates for details.
- A Daktronics Creative Services Account Manager will work with Purchaser to fulfill all content packages. Quotes will be provided to the Purchaser detailing the scope of work and price chargeable at the then-current rate for services. Upon mutual agreement of the scope(s), Daktronics will furnish the content to Purchaser at no additional charge so



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long as the Purchaser has sufficient credit of creation services remaining. The content creation services credit for Basic and Bronze packages will expire one (1) year following the execution of the contract documents. All other packages will expire three (3) years following the execution of the contract documents unless otherwise noted. Any remaining credit at the end of this period shall become void. The services are subject to the limitations on content creation such as trademark, copyright, and intellectual property right limitation. Creative Services Terms and Conditions (<http://www.daktronics.com/DCSTC>).

AD COPY

Purchaser will provide high quality, print ready artwork 30 days prior to shipment. In the event Daktronics does not receive the artwork in time, Daktronics will ship the panels with our standard finish and Purchaser will be responsible for future decoration.

Unless specifically outlined in the Contract Documents, this order does not include the following:

- Preventative maintenance
- Cable or conduit including labor
- Insurance costs
- Any additional site related costs
- Appropriate structure, footing, and engineering

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ATTACHMENT D | INSTALLATION RESPONSIBILITIES

Installation Responsibilities Checklist: Indoor

Responsible Party		Description
Daktronics	Customer	
	✓	1. Secure necessary construction permits.
✓		2. Removal of existing equipment.
✓		3. Disposal of existing equipment.
✓		4. Generate and issue site specific electrical and signal drawing submittals for video equipment.
✓		5. Generate and issue site specific equipment shop drawing and attachment detail submittals for video equipment.
	✓	6. Provide approval of all engineering drawings, electrical drawings, shop drawings, equipment locations, color renderings, and ad copy layouts.
	✓	7. Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work.
✓		8. Engineering design and certification for Equipment attachment design.
	✓	9. Unobstructed access to equipment and control room installation site until display is 100%.
	✓	10. Mark location of the new Equipment as delineated in the quote.
	✓	11. Provide all required floor protection.
✓		12. Site clean-up after Daktronics work.
✓		13. Crating and shipping of all equipment to facility via common or independent carrier.
✓		14. Accept, lift, unload, and inspect all video equipment and control equipment from carrier.
✓		15. Fabricate and install substructure.
✓		16. Prime and paint substructure
	✓	17. Provide primary power feed up to and including demarcation point in the form of transformer and electrical disconnect with over current protection per all applicable electrical codes and regulations. Note: Maximum voltage of 120 volts line to neutral for all display systems.
✓		18. Provide secondary power conduits, distribution panel, power cable and power hook-up from the demarcation point to all Daktronics supplied load centers/termination panel at/within the Equipment.
	✓	19. Provide power to miscellaneous/auxiliary display {list displays}. Power within one (1) foot of display.

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✓		20. Mount and install fiber patch panel as required by electrical and signal drawings.
	✓	21. Provide and install signal cable conduit, with pull string, from control location to all Equipment locations/signal termination points, as delineated in the electrical and signal drawings.
✓		22. Furnish signal cable as delineated on the quote.
✓		23. Labor to pull all new signal cable (and remove existing cable, if required).
✓		24. Interface cabling with audio system including conduit, cabling, and installation of cabling.
✓		25. Remote power control/switching (contactors and wiring).
✓		26. Terminate signal cable at control location and video Equipment.
	✓	27. Provide a climate controlled and secure control room for all control systems (on/off venue site). Control room is to be climate controlled by Customer. Normal operating temperature should be between 65 and 75 degrees Fahrenheit. Normal operating humidity should be less than 80 percent non-condensing. Storage temperature should be between 40 and 95 degrees Fahrenheit. Storage humidity should be less than 95 percent non-condensing.
	✓	28. Provide high speed internet connection to control room equipment.
	✓	29. Required power outlets on clean dedicated circuit(s) for all video and control equipment.
✓		30. Provide computer(s) for control software.
✓		31. Unpack, set-up, hook-up, and testing of control system.
✓	✓	32. Provide personnel for maintenance and operator training.
✓		33. Perform final systems testing and commissioning.
	✓	34. Final acceptance, per DF-1252.
✓	✓	35. Walk-thru inspection at Substantial Completion and identification of punch list items
✓		36. Completion of punch list items.

NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.

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Installation Responsibilities Checklist: Indoor, Audio

Responsible Party		Description
Daktronics	Customer	
	✓	1. Secure necessary construction permits.
✓		2. Removal of existing equipment.
✓		3. Disposal of existing equipment.
✓		4. Generate and issue site specific electrical and signal drawing submittals for audio equipment.
✓		5. Generate and issue site specific equipment shop drawing and attachment detail submittals for audio equipment.
	✓	6. Provide approval of all engineering drawings, electrical drawings, shop drawings, equipment locations, color renderings, and ad copy layouts.
	✓	7. Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work.
✓		8. Engineering design and certification for Equipment attachment design.
	✓	9. Unobstructed access to equipment and control room installation site until display is 100%.
✓		10. Mark location of the new Equipment as delineated in the quote.
	✓	11. Provide all required floor protection.
✓		12. Site clean-up after Daktronics work.
✓		13. Crating and shipping of all equipment to facility via common or independent carrier.
✓		14. Accept, lift, unload, and inspect all audio equipment and control equipment from carrier.
✓		15. Provide Equipment attachment hardware.
✓		16. Install Equipment attachment hardware.
✓		17. Fabricate and install substructure.
✓		18. Prime and paint substructure
✓		19. Lift and mount Equipment listed in this quotation.
	✓	20. Provide and install all required floor and wall boxes as per provided system electrical and signal drawings – provide written verification that all deck/wall boxes are installed and all cable has been pulled prior to installers' arrival.
	✓	21. Provide primary power feed up to and including demarcation point in the form of transformer and electrical disconnect with over current protection per all applicable electrical codes and regulations. Note: Maximum voltage of 120 volts line to neutral for all display systems.

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✓		22. Provide secondary power conduits, distribution panel, power cable and power hook-up from the demarcation point to all Daktronics supplied load centers/termination panel at/within the Equipment.
✓		23. Mount and install fiber patch panel as required by electrical and signal drawings.
	✓	24. Provide and install signal cable conduit, with pull string, from control location to all Equipment locations/signal termination points, as delineated in the electrical and signal drawings.
✓		25. Furnish signal cable as delineated on the quote.
✓		26. Labor to pull all new signal cable (and remove existing cable, if required).
✓		27. Interface cabling with video system including conduit, cabling and installation of cabling.
✓		28. Interface cabling with audio system including conduit, cabling, and installation of cabling.
✓		29. Terminate signal cable at control location and audio Equipment.
	✓	30. Provide a climate controlled and secure control room for all control systems. Normal operating temperature should be between 40° to 90° Fahrenheit (4° to 32° Celsius). Normal operating humidity should be less than 80% non-condensing. Storage temperature should be between -10° to 105° Fahrenheit (-23° to 41° Celsius). Storage humidity should be less than 95% non-condensing. Keep computers and monitors out of direct sunlight during storage. Allow control equipment taken out of storage to return to operating temperature range prior to turning it on (24 hours recommended).
	✓	31. Provide high speed internet connection to control room equipment.
	✓	32. Required power outlets on clean dedicated circuit(s) for all audio and control equipment.
✓		33. Provide computer(s) for control software.
✓		34. Unpack, set-up, hook-up, and testing of control system.
✓	✓	35. Provide personnel for maintenance and operator training.
✓		36. Perform maintenance training during installation.
✓		37. Perform operator training.
✓		38. Perform installation supervision.
✓		39. Perform final systems testing and commissioning.
	✓	40. Final acceptance, per DF-1252.
✓	✓	41. Walk-thru inspection at Substantial Completion and identification of punch list items
✓		42. Completion of punch list items.

NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.

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ATTACHMENT E | STANDARD WARRANTY SERVICE AND EXTENDED SERVICES

FIRST YEAR OF SERVICE:

One Year Standard Parts and Labor Warranty DD1425981

(<http://www.daktronics.com/standardpartsandlabor>) concurrent with One Year Warranty and Limitation of Liability

ADDITIONAL YEARS OF EXTENDED SERVICE: Extended Services shall commence upon expiration of first year of Service, subject to the Terms and Conditions of Extended Service SL-05662 (http://www.daktronics.com/terms_conditions/SL-05662.pdf).

4 Year(s) Enhanced Service per DD1468991 (<http://www.daktronics.com/enhanced>)

EXCLUSIONS

Third party systems, hoist systems, and any ancillary equipment is expressly excluded from any applicable Standard Service or Extended Service referenced above. Third party systems and ancillary equipment includes, but is not limited to, front end video control systems, audio systems, video processors and players, HVAC equipment, LCD screens, static advertising panels and displays. Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to <http://www.daktronics.com/exclusions>.

EVENT SUPPORT

One event is defined as a single gate open to close with up to 6 hours on-site. Event support dates need to be agreed upon two weeks prior to the event.

- Audio technical event support will include (2) events.

SPARE PARTS PACKAGE

Adequate spare parts to support Daktronics' manufactured products with the quantities of each component included are based off well-trained engineers' and project managers' assessments of the custom display.

CUSTOMER SERVICE

- Service Coordination and Technical Support are available 24/7/365 via 1-866-343-6018.

Allen Event Center
200 E Stacy Rd Ste 1350
Allen, TX 75002

686371-2 REV 0
29-January-2021
Valid for 120 Days
FCA: Destination
Payment Terms: Progress Payments
Subject to credit review

RE: Allen Event Center – Certified Drawings – BuyBoard – Contract #583-19

Daktronics, Inc. ("Daktronics") appreciates the opportunity to provide a Quote to Allen Event Center ("Purchaser").

Equipment and Services

Certified Drawings for Allen Event Center

TOTAL PRICE (EXCLUDING TAXES) \$ 3,000.

(amount in USD)

The parties agree that due to the volatile market for materials, including but not limited to steel, copper wire, electrical devices, and other related components, Daktronics reserves the right to adjust the contract price prior to execution of the Quote.

This quote does not include permits, duties, taxes, foundations, structural beams, installation, identification panels, power, conduit, or electrical hookup to the equipment. Taxes: Buyer must provide a sales tax exemption certificate to claim exemption. Specifications subject to change; refer to shop drawings for exact dimensions prior to construction. This quote is subject to the following:

- [SL-02375 Standard Terms and Conditions of Sale](http://www.daktronics.com/terms_conditions/SL-02375.pdf)
 - (http://www.daktronics.com/terms_conditions/SL-02375.pdf)
- [SL-02374 Standard Warranty and Limitation of Liability](http://www.daktronics.com/terms_conditions/SL-02374.pdf)
 - (http://www.daktronics.com/terms_conditions/SL-02374.pdf)

Due to the dynamic COVID -19 situation, the freight pricing and proposed schedule for delivery and performance of services are subject to change.



Brandon DeSmet
Regional Sales
214-548-9637
Brandon.DeSmet@Daktronics.com

or



Josh Howell
Project Manager
605-691-3626
Josh.Howell@Daktronics.com