

DAKTRONICS WIRELESS SERVICE ADDENDUM

1. **Scope of Addendum.** In addition to the other terms and conditions agreed to between the parties, these terms and conditions (the “Wireless Service Addendum”) cover those wireless services (“the Wireless Services”) and the associated wireless device(s) (the “Wireless Device”), which Purchaser has purchased from or through Daktronics. The Purchaser may use the Wireless Services and the Wireless Device solely for the purpose of providing a wireless connection to the Daktronics Equipment (the “Permitted Use”). For purposes of this Wireless Service Addendum, “Daktronics Equipment” shall mean any LED display system or ancillary equipment manufactured or sold by Daktronics to the Purchaser. To the extent the terms and conditions of this Wireless Service Addendum conflict with the other terms and conditions agreed to between the parties, these terms and conditions shall prevail as it relates to any Wireless Service or Wireless Device.
2. **Indemnification.** The Purchaser shall indemnify, defend and hold harmless Daktronics and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, insurers, successors and assigns of each of the foregoing from any and all Losses arising out of or in any way related to: (i) any negligent act or omission by the Purchaser or its personnel, agents, subcontractors, or others engaged by the Purchaser or under their control (other than Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics’ control), or (ii) any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right, or (iii) any use of the Wireless Service not specifically permitted under this Wireless Service Addendum.
3. **Support and Maintenance.** Daktronics shall provide maintenance and support of the Wireless Services as follows:
 - a. **Support.** Daktronics will use commercially reasonable efforts to correct any material failure of the Wireless Services or otherwise perform in accordance with this Wireless Service Addendum.
 - b. **Monitoring.** Daktronics will monitor and manage the Wireless Services. Diagnostics will be monitored on a regular basis. If such monitoring identifies any circumstance that is reasonably likely to threaten the availability of the Wireless Services, Daktronics will take reasonable remedial measures.
 - c. **Suspension.** Purchaser understands that Wireless Services may be temporarily suspended on occasion in order for support and maintenance services to be performed.
 - d. **Scheduled Downtime.** Daktronics will use reasonable efforts to notify the Purchaser in advance of all scheduled outages of the Wireless Services (“Scheduled Downtime”).
4. **Limitation of Coverage.** This Wireless Service Addendum does not cover: (a) onsite service or upgraded components required due to (i) a change in the Purchaser’s equipment configuration, (ii) a change in the Purchaser’s equipment, (iii) a change in the wireless providers equipment requirements, (iv) changes in the industry standards for data transmission including without limitation equipment, standards, speeds, and modes, (v) improper handling, installation, adjustments, service, care, maintenance, storage or use of the Wireless Service Device, or (vi) a Force Majeure Event; (b) the provision of replacement communication methods such as wire, metallic or fiber optic cable, conduit, trenching or other solutions, (c) third-party systems or ancillary equipment not provided by Daktronics, or (d) any device or services that have been moved from its initial installation location or reinstalled without the prior written approval of Daktronics.
5. **Events that Void coverage.** Any change in the wireless provider’s equipment requirements, changes in the industry standards for transmission (i.e. 4G to 5G), changes in speeds or modes, or changes to the Purchaser’s equipment (such as the modem) or configuration that results in a change in the speed, mode, or transmission of the wireless service shall cause the Wireless Services and this Addendum to terminate with no further obligation by either party (except for any payment obligations of the Purchaser for Service provided prior to termination).
6. **Disclaimers; Limitation of Liability.** Purchaser acknowledges that this Wireless Service Addendum is subject to all disclaimers and limitations of liability set forth in any purchase terms and other agreements applicable to the Equipment and Software, including Daktronics’ Standard Terms and Conditions of Sale, Software as a Service Agreement and Warranty and Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WIRELESS SERVICES ARE PROVIDED “AS IS,” AND DAKTRONICS DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. DAKTRONICS DOES NOT WARRANT THAT THE WIRELESS SERVICES WILL MEET USER’S REQUIREMENTS OR THAT THE OPERATION OF THE WIRELESS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. DAKTRONICS SHALL NOT BE RESPONSIBLE FOR ANY LOST, DELETED, OR UNRECOVERABLE USER DATA OR ANY CLAIMS ASSERTING OR BASED ON THE USE, INABILITY TO USE, LOSS, INTERRUPTION OR DELAY OF THE WIRELESS SERVICES, LOSS OF USE OF FACILITY OR EQUIPMENT, LOST BUSINESS, REVENUES OR PROFITS, LOSS OF GOODWILL, FAILURE OR INCREASED COST OF OPERATIONS, LOSS, DAMAGE OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SERVICE FAILURE, MALFUNCTION, DOWNTIME, SHUTDOWN, SERVICE INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, OR BREACHES IN SYSTEM SECURITY. In no event shall either party be liable for special, incidental, consequential, or indirect damages, regardless of cause, whether such losses arise directly or indirectly from the other party’s acts, omissions, or breach. In no event shall Daktronics be liable for claims of any kind whatsoever arising out of (i) mistakes, omissions, interruptions, errors, or defects in furnishing wireless service, or (ii) failures or defects in the wireless network or systems. Daktronics is not responsible for charges incurred by a lost or stolen Wireless Device. PURCHASER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT PURCHASER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN DAKTRONICS

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AND THE UNDERLYING CARRIER. IN ADDITION, PURCHASER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO PURCHASER AND PURCHASER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR. IN NO EVENT SHALL DAKTRONICS LIABILITY EXCEED THE TOTAL AMOUNT OF FEES PAID UNDER THE WIRELESS SERVICE ADDENDUM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO DAKTRONICS' LIABILITY.

7. **Termination.** Daktronics may suspend or terminate access to the Wireless Services, at its sole option, with or without notice to Purchaser if any payment is delinquent by more than thirty (30) days. If Daktronics determines that Wireless Services have been used in a manner not permitted by this Wireless Service Addendum and Purchaser fails to cure such violation within three (3) days following notice from Daktronics informing Purchaser of such violation, Daktronics may suspend or terminate the Service immediately. Daktronics shall not be liable to Purchaser or any third party for suspension or termination of Purchaser's access to, or right to use, the Wireless Services under this Wireless Service Addendum. Upon and after the expiration of this Wireless Service Addendum, Purchaser shall pay to Daktronics all charges and amounts due and payable to Daktronics on a pro-rata basis up to the date of expiration. Upon the effective date of expiration or termination of this Wireless Service Addendum for any reason, whether by Purchaser or Daktronics, Purchaser's right to use the Wireless Services shall immediately cease. In the case of termination due to Purchaser's breach of this Wireless Service Addendum, where the Wireless Services are provided on a subscription basis, all amounts owing under this Wireless Service Addendum for the current service year shall be immediately due and payable.
8. **Wireless Service Availability:** Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell data availability, Wireless Device limitations, installation errors, governmental regulations, system limitations, maintenance or other conditions or activities affecting Wireless Service operation. It should be noted, these conditions may change over time and are outside Daktronics control. Wireless Service and/or features may not be available in all areas. It is Purchaser's sole responsibility to confirm the availability of wireless service at the site. Daktronics is not responsible for losses incurred due to wireless network unavailability. In the event the wireless service is not meeting customer needs, either during installation services or during the term of this Wireless Service Addendum, Daktronics will assist with determining the cause of the issue as a billable service. Any equipment upgrades or changes required to the Wireless Service or Wireless Device will be billable. Daktronics is not responsible for costs to overcome or losses incurred due to wireless communication issues. If guaranteed communication reliability is a priority, Daktronics recommends direct wire ethernet or fiber communication.
9. **Use of Wireless Service and Wireless Device:** Purchaser may not use the Wireless Service or Wireless Device in an illegal or unauthorized manner (including "spamming" or other abusive messaging) or in a manner that has an adverse impact on the wireless service provider's network, operations or customers. Purchaser may not exceed the usage limits defined in the Sales Agreement. Purchaser agrees to notify Daktronics immediately if the Wireless Device is lost or stolen. Purchaser may not install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service. Purchaser is responsible for all losses and charges incurred due to a breach of this section.