

Daktronics, Inc.

Gold PlanSM

Daktronics, Inc. Publication SL041204-05659

1 SERVICE PLAN CATEGORIES

1.1 Extended Service Agreements are a part of the initial equipment sale. They add the features of the selected coverage type to the coverage provided under Daktronics Standard Statement of Warranty and Limitation of Seller's liability (Daktronics Publication SL-2374). Extended service agreements are activated upon product shipment unless otherwise noted.

1.2 Maintenance Agreements are agreements that are sold separate from the initial equipment sale. The services provided in these Agreements are defined only by the selected service type and are priced to cover ongoing maintenance of the system which consists of the equipment listed. Maintenance agreements are activated when signatures from both the Customer and Daktronics Customer Service personnel are affixed. Maintenance agreements are void if payment or payments are not current.

1.3 Definition of Coverage Type

1.3.1 Gold Plan: Electronics Parts Coverage: A Gold Plan Agreement includes phone consultation as needed with the customer's staff technician and repair of, exchange of, or replacements for failed electronic parts or assemblies. Lamps are excluded unless otherwise noted on the face of this Agreement. On-site service is not included. Any on-site service required by Daktronics factory technician or a local Authorized Service Provider is billed on a per call basis according to the then current rates.

1.3.1.1 Daktronics will replace failed LED pixels, (on-site labor not included), if greater than 0.5% of the total number of pixels in the sign have failed in a year, provided the sign is installed with the recommended ventilation/air conditioning system for its location or other than normal wear and tear. Air conditioning systems must be maintained according to manufacturer's specifications. Daktronics defines pixel failure when the pixel will no longer emit light. Pixel repair will be performed at the Daktronics Repair Center. As with all LED signs, the LED display will eventually degrade to the point where it will need to be replaced even though the LED's will still be operating. This Agreement does not cover LED degradation.

1.3.1.2 Radio equipment: Daktronics, Inc. will repair or replace failed radio components. Daktronics defines radio component failure as a radio component that does not transmit or receive data properly. Local site interference or obstructions may cause intermittent or complete failure of radio performance. This Agreement does not include the provision of replacement communication methods (such as wire, fiber optic cable, conduit, trenching or other solutions) for the purpose of overcoming local site interference.

1.3.1.3 Certain failures may result in a required total replacement and/or upgrade of any or all of the components in the system. In the event of a failure, the component will be checked thoroughly and if the component can be repaired, the costs of the repair are included in this Agreement. In the event the component(s) cannot be repaired, the replacement and/or upgraded replacement component(s) will not be included in this Agreement.

1.3.1.4 The customer is responsible for routine operator, routine maintenance, and preventative maintenance functions, including maintenance of ventilation/cooling systems (if applicable), routine filter changes, and routine lamp replacement (if applicable). Failure by the customer to properly maintain filters and the ventilation system will void coverage for affected components.

2 ELIGIBILITY FOR SERVICE AGREEMENT

2.1 Daktronics supplied equipment is eligible for inclusion under this Agreement immediately upon Daktronics installation or expiration of equipment warranty or existing service agreement.

2.2 Daktronics supplied equipment not eligible for inclusion under 2.1 above shall be subject to inspection by Daktronics or its authorized representative to determine if it is in good operating condition. Any repair required to make equipment eligible for going on a maintenance agreement shall be done on a time and material basis according to the then current rates.

3 SERVICE AVAILABILITY

3.1 Under this Agreement maintenance service is normally performed as stated on the face of this Agreement and excludes locally observed Daktronics holidays unless otherwise stated.

4 CUSTOMER RESPONSIBILITIES

4.1 The Customer shall notify Daktronics immediately of equipment failure and allow Daktronics full and free access to the equipment. Waiver of liability or other restriction shall not be imposed as a site access requirement. Also, the Customer will allow Daktronics to use necessary machines, communication facilities, and other equipment at no charge.

4.2 Throughout the term of this Agreement, Customer shall maintain site conditions within the common environmental range of all system devices as specified by Daktronics prior to the Agreement commencement date.

4.3 All items returned to Daktronics must have a Return Materials Authorization (RMA) number. For exchange items, the number is included with the shipment of the exchange unit. For repair items, an RMA number can be obtained by phone (877-605-1116), fax (605-697-4444) or email (helpdesk@daktronics.com).

5 SERVICE LIMITATIONS

5.1 If service is requested because of causes other than normal wear and tear, the service will be provided on a time and material basis according to the then current rates.

5.2 Following is a partial list of examples of causes other than normal wear and tear: inadequate or improper power; improper care or abuse of equipment; unauthorized attempt to repair or modify the equipment; failures caused by environmental conditions beyond Daktronics' control such as corrosives and metallic pollutants; acts of God, nature, terrorism or war.

5.3 Maintenance service does not include paint or refinishing the equipment or furnishing material for this purpose, electrical work external to the equipment, or maintenance of accessories, alterations, attachments, or other devices not furnished by Daktronics unless specifically noted on the face of this Agreement. Batteries and metallic or fiber optic data cables are not covered unless specified on the face of this Agreement.

5.4 Daktronics will provide and be responsible for the cost of shipping parts from Daktronics to the customer. The customer will provide and be responsible for the cost of shipping parts to Daktronics, Inc.

5.5 This Agreement does not apply to software. Software is covered by a separate Agreement, which appears in the seller's software license agreement, unless specified on the face of this Agreement.

5.6 This Agreement does not cover defects or failure as a result of the use of replacement parts other than those supplied by Daktronics.

6 MOVEMENT OF EQUIPMENT

6.1 Daktronics shall be under no obligation to furnish continued maintenance service under this Agreement if the equipment is moved from its location of initial installation and/or reinstalled without the prior written approval of Daktronics, Inc.

7 LIMITATION OF WARRANTY AND LIABILITY

7.1 In no event will Daktronics be liable for any lost profits or any special, indirect, or consequential damages. Daktronics position of Limitation of Warranty and Limitation of Seller's Liability (SL-2374) as published in its product catalog applies.

8 PAYMENT

8.1 Customer agrees to pay Daktronics, Inc. upon commencement or as outlined on the face of the Agreement. In addition to the payments due under this Agreement the Customer agrees to pay or reimburse Daktronics any taxes or charges resulting from this Agreement which are levied by a taxing authority, except for taxes based upon Daktronics net income.

8.2 Daktronics may adjust payment amount on the anniversary date of this Agreement, and it shall be adjusted in accordance with the changes in the Cost of Living Index as reflected by the Wholesale Commodity Prices for Metals and Metal Products published by the U.S. Department of Labor, Bureau of Statistics.

9 GENERAL

9.1 If either party neglects or fails to perform any of its obligations under this Agreement, and such failure continues for a period of sixty (60) days after written notice thereof, the other party shall have the right to terminate this Agreement.

9.2 This Agreement supersedes all prior service agreements and understandings between the parties with respect to any equipment covered under this Agreement and may not be changed or terminated orally.

9.3 Neither party shall assign this Agreement unless consented to by the other party.

9.4 Stenographic and clerical errors are subject to correction.

9.5 The laws of the State of South Dakota will govern this Agreement.

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