



EXTENDED SERVICE AGREEMENT

DAKTRONICS, INC. ('Daktronics')

201 Daktronics Drive

Brookings, SD 57006

Phone: (800) 325-8766

Daktronics Contact: Cheryl Dziobecki*For Internal Use Only*

Bill to Loc #: _____

Bill to Contact: _____

Check #: _____

Purchaser: City of Ocala - Jervey Gantt Park
Address: 2200 SE 36th Ave
City, State, Zip : Ocala, FL 34470-3164
Country: United States
Phone: 352-351-6680
Contact: Christina Guy **Email:** cguy@ocalafl.org

Customer ID: 178417-004

City of Ocala - Jervey Gantt Park ('Purchaser') hereby agrees to purchase the services, peripherals and additional supplies (collectively, the 'Services') as described on Attachment A, subject to this Extended Service Agreement, the Terms and Conditions of Extended Service, and any and all applicable Attachments (collectively, the 'Agreement'), which documents Purchaser has reviewed and agrees to accept.

Term (Duration) of the Agreement**Commencement Date:** 21 June 2023**Expiration Date:** 20 June 2026

Order No.: E287149B-1	Original Job No.: S287149B
Description of Services Provided	Price & Payment Terms
See Attachment A GOLD® Services	Due upon Commencement Date \$1,650

EQUIPMENT LIST

Customer Name	Original Job No.	Description of Equipment covered under this Agreement	Quantity	Customer ID
City of Ocala - Jervey Gantt Park 2200 SE 36th Ave, Ocala, FL 34470-3164				
	S287149B	GS6-48X120-19-RGB-2V	1	178417-004

Unless specifically outlined in any Attachments or in the Agreement, this Agreement does *not* include the following:

- Any applicable taxes.
- Third party systems, hoist systems, and any ancillary equipment. 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, and static advertising panels. 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 www.daktronics.com/exclusions.
- Incorporation of accessories, attachments, software or other devices not furnished by Daktronics.

ATTACHMENT A

GOLD® Services

Scope of Services

Services Included

1. Daktronics parts coverage which includes:
 - 1.1. Daktronics Rapid Parts™ Exchange Program for available parts only.
 - 1.2. Repair or replacement of failed electronic parts or assemblies.
 - 1.3. Shipping of repaired or replaced failed electronic components from Daktronics.
2. Technical support via telephone during business hours as defined below.
3. Access to the Service Coordination Center.

Gold shall not include nor be construed to include any service or support that is not expressly stated above in the definition of the Gold service. Examples of services that are not within the scope of Gold service include, but are not limited to, the following:

- On-site labor to diagnose and/or replace failed electronic components.
- Network Operations Monitoring services.
- After hours telephone support.

Above listed exclusions are available as billable services. Quotes may be provided upon request.

Business Hours:

Monday through Friday, 8 am to 5 pm CST (excludes Daktronics observed holidays).

Purchaser Responsibilities

The items listed below are the responsibility of the Purchaser.

1. Purchaser is responsible for routine operator functions such as content creation or scheduling.
2. Purchaser is responsible for management of customer-owned spare parts inventory.
3. Purchaser is responsible for costs of any on-site labor to diagnose and/or replace failed electronic components.
4. Purchaser is responsible for providing lift access to the display.
5. Purchaser is responsible for the maintenance items listed below; failure to properly maintain equipment may, at Daktronics' sole discretion, relieve Daktronics of its responsibilities under the Terms and Conditions of Extended Service attached hereto.
 - 5.1. Throughout the term of this Agreement, Purchaser shall maintain site conditions within the common environmental range of all system devices as specified by Daktronics.
 - 5.2. Purchaser is responsible for routine maintenance functions.
 - 5.3. Purchaser is responsible for purchasing and maintaining antivirus software on all control devices connected to Daktronics equipment. (See Daktronics Knowledge Base for list of supported software. DD2079868 <http://www.daktronics.com/Support/KB/Pages/Antivirus-software-recommendations.aspx>)

Gold® is a registered Daktronics trademark.

This Agreement shall be subject to the attached Terms and Conditions of Extended Service.

All invoices will be forwarded to Purchaser at the address indicated on page one (1) of this Agreement unless otherwise specified below:

Billing Address:

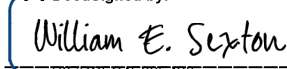
Company: _____
Address: _____
City, State, Zip: _____
Country: _____
Phone: _____
Contact: _____
Email: _____

Purchaser hereby confirms that the Services are to be delivered at the address indicated on page one (1) of this Agreement unless otherwise specified below:

Site Address:

Company: _____
Address: _____
City, State, Zip: _____
Country: _____

Approved as to form and legality:

DocuSigned by:

B07DCFC4E86E429...
 William E. Sexton
 City Attorney

ACCEPTANCE:

In witness hereof, the parties hereto have executed this Agreement by and through their duly authorized officers.

PURCHASER: City of Ocala - Jervey Gantt Park

DocuSigned by:
 By:  Name/Title: Ken Whitehead Assistant City Manager Date: 7/13/2023
5677F71E38874F4... Signature Print or Type

PURCHASER PO # _____

DAKTRONICS, INC.

DocuSigned by:
 By:  Name/Title: Cheryl Dziobacki Service Sales Representative Date: 7/13/2023
296FA84F3B0349E... Signature Print or Type

This form is an important part of your coverage. Please sign and return the entire Agreement to Daktronics, Inc. Once the signed Agreement is entered into our system, you will receive a copy for your records. Offer expires 60 days from Proposal Date.

TERMS AND CONDITIONS OF EXTENDED SERVICE

FAC/230575

1. **Scope of Extended Service Agreement.** The scope of the Extended Service Agreement (the "Service Agreement") covers the Equipment and any Software delivered by Daktronics that is delivered under the terms of the applicable software agreement between Purchaser and Daktronics, and shall also include those services defined on Attachment A, SCOPE OF SERVICES (excluding maintenance services which are the responsibility of Purchaser as defined on Attachment A or services which may be purchased for an additional fee) (the "Services"). Response Times are defined on Attachment A.
2. **Contract Documents.** The parties agree that any subsequently-issued Purchaser form, such as a purchase order, shall incorporate the terms and conditions of this Service Agreement. The provisions of this Service Agreement shall control in the event of any conflicting provision in Purchaser's form.
3. **Commencement Date.** The Services shall begin upon the date stated as the 'Commencement Date' as detailed elsewhere in this agreement.
4. **Conditions Precedent.** Daktronics reserves the right to suspend its performance in the event Purchaser fails to: (a) make payment as required, (b) maintain the Equipment within the recommended environmental conditions, including but not limited to appropriate ventilation/air conditioning for its location (Air conditioning systems must be maintained according to manufacturer's specifications), (c) perform preventative maintenance not included within this Service Agreement, or (d) perform any other obligation including, without limitation, complying with the terms of any software agreement between Purchaser and Daktronics.
5. **Payment.** Unless otherwise stated, the price is exclusive of federal, state and local taxes, including without limitation sales, use, excise, privilege, or transactional taxes, but excluding Daktronics' income tax ('Tax'). Purchaser shall promptly pay upon demand such applicable Tax. Purchaser must present a valid exemption certificate if it claims any exemption from Tax. Late payments shall accrue interest at the rate of 1.5% per month or the highest amount permitted by law, whichever is lower.
6. **Spare Parts Package.** In the event the Equipment was purchased with a spare parts package, the parties acknowledge and agree that the spare parts package is designed to exhaust over the life of the Equipment and, as such, the replenishment of the package is not included in the scope of this Service Agreement.
7. **Replacement Parts.** Any replacement parts or Equipment will be new or serviceably used, comparable in function and performance to the original part or Equipment, and warranted for the remainder of the Warranty Period. Purchasing additional parts or Equipment from Daktronics does not extend the Warranty Period.
8. **Limitations of Coverage.** This Service Agreement does not cover: (a) service due to: (i) inadequate or improper power, including without limitation a sudden surge of electrical power; (ii) improper handling, installation, adjustment, service, care, maintenance, storage or use of the Equipment; (iii) a Force Majeure Event; (iv) environmental conditions outside the Equipment's technical specifications (including, without limitation excessive temperatures, corrosives, and metallic pollutants); (v) defects or failures occurring during a lapse in service coverage; (vi) incorporation of accessories, attachments, software or other devices or systems not furnished by Daktronics; or (vii) any other cause other than ordinary use; (b) the provision of replacement communication methods (such as wire, metallic or fiber optic cable, conduit, trenching or other solutions) for the purpose of overcoming local site interference; (c) wireless devices or services used for providing wireless connection to the Equipment (wireless devices and services provided by Daktronics are subject to [Daktronics Terms and Conditions of Wireless Service](https://www.daktronics.com/TermsConditions/DD3956286) available at <https://www.daktronics.com/TermsConditions/DD3956286>); (d) LED degradation or ultraviolet (UV) damage (degradation means the LED continues to emit light, but at some lesser level of brightness); (e) paint or refinishing the Equipment or furnishing material for this purpose; (f) pixel failure less than a total of .5% of the overall display, or in the case of free form elements, one entire element; (g) electrical work external to the Equipment; (h) batteries; (i) third-party systems and other ancillary equipment including without limitation front-end video control systems, audio systems, video processors and players, HVAC equipment, and LCD screens; (j) the security or functionality of End User's network or systems, including anti-virus software updates; or (k) any physical damage which includes, but is not limited to, missing, broken, or cracked components resulting from non-electrical causes; altered, scratched, or fractured electronic traces; missing or gauged solder pads; cuts or clipped wires; crushed, cracked, punctured, or bent circuit boards; or tampering with any electronic connections. Further, in displays manufactured using certain LEDs as indicated by an M or WR (indicating LED type) in the display name, this Agreement does not cover pixel failure after five (5) years.
9. **Actions that Void the Service Agreement.** Daktronics shall be under no obligation to continue service under this Service Agreement if the Equipment or Software is: (a) moved from its location of initial installation or reinstalled without the prior written approval of Daktronics (unless the equipment was designed by Daktronics to be mobile), or (b) improperly repaired or altered in a manner inconsistent with the Equipment manufacturer's standards or recommendations.
10. **Service Providers.** Daktronics may select the parties delivering services under this Service Agreement at its reasonable discretion.
11. **Access to the Equipment.** The Purchaser shall provide unfettered, solid, safe and unrestricted access to the Equipment (including, if requested, any installed Software) taking into account environmental or site conditions. Unless otherwise specified on Attachment A, the Purchaser shall be required to provide any lifts or access equipment. Additional equipment or personnel required for safety, as determined by Daktronics in its reasonable discretion, shall be billed separately on a time and material basis.
12. **Adverse Conditions.** In no event shall Daktronics be obliged to perform Services under this Service Agreement during the existence of Adverse Conditions. 'Adverse Conditions' include without limitation, the following: severe inclement weather, hazardous site conditions including infestations of animals or dangerous insects, saturated ground conditions, or residence or occupation by unauthorized personnel. The determination of a site condition as an Adverse Condition shall be at the reasonable discretion of Daktronics. Inaccessibility due to Adverse Conditions will exempt a location from coverage under this Service Agreement until such time as the Equipment becomes safely accessible once again.
13. **Cooperation.** Purchaser shall fully cooperate with Daktronics in connection with the service of the Equipment and Software. The Purchaser shall promptly notify Daktronics of Equipment and Software failure. Waiver of liability or other restrictions shall not be imposed as a requirement prior to accessing the site.

14. Return Items. All items returned to Daktronics must have a Return Material 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 (800-325-8766), (International +1-605-697-4000), fax (605-697-4444) unless otherwise directed by Daktronics.

15. Shipping. When returning parts to Daktronics for repair or replacement, Purchaser assumes all risk of loss or damage, agrees to use any shipping containers, which might be provided by Daktronics, and agrees to ship the Equipment in the manner prescribed by Daktronics. If returning equipment within the United States or within Canada, all Equipment must be returned by Purchaser FOB Daktronics' designated facility. If returning equipment across country borders, all Equipment must be returned by Purchaser DDP Daktronics' designated facility per INCOTERMS 2010. Daktronics assumes all risk of loss or damage during return shipment to Purchaser and such Equipment shall be returned by Daktronics FOB or DDP Purchaser's designated facility as appropriate.

16. Confidentiality. To the extent permitted by law, Purchaser shall consider all information furnished by Daktronics, including the terms and conditions of this Service Agreement, to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than fulfillment of this Service Agreement unless Purchaser first obtains written permission from Daktronics to do so. Purchaser shall provide confidential information only to those of its agents, servants, and employees who have been informed of the requirements of this paragraph and have agreed to be bound by them. The provisions of this paragraph shall survive termination of the Service Agreement. **Notwithstanding the foregoing, the term "Confidential Information" shall not include any information which constitutes a public record pursuant to Chapter 119, Florida Statutes (known as Florida's Public Records Act).**

17. Default. Daktronics reserves the right to terminate this Service Agreement and accelerate all amounts due and payable if: (a) Purchaser fails to make payment to Daktronics within ten days of the agreed payment dates, (b) Purchaser otherwise fails to comply with any material provision of this Service Agreement, or (c) any proceeding is filed by or against Purchaser in bankruptcy. Daktronics reserves all its rights (both legal and equitable) under the Agreement, applicable statutes, and the common law. If Purchaser fails to perform any covenant or obligation under this Service Agreement or any other agreement that Purchaser has with Daktronics, including without limitation the failure to pay when due any amounts owed to Daktronics, Daktronics shall be excused from the performance of any of its obligations under this Service Agreement and any other agreement it has with the Purchaser. Purchaser shall be liable for any and all costs and expenses (including reasonable attorney's fees) incurred by Daktronics in enforcing any provision of this Service Agreement.

18. Indemnity. Daktronics shall indemnify, defend and hold harmless the Purchaser and their respective subsidiaries, officers, directors, shareholders, partners, employees, agents, insurers, successors and assigns from any third-party claims for liability, losses, damages, costs or expenses (collectively, 'Losses') to the extent that such Losses arise out of: (i) any negligent act or omission by Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control related to the execution of this Service Agreement; (ii) any claim against any indemnified party by reason of or alleging any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right regarding the Equipment or the Software and its components; or, (iii) any fine or assessment with respect to any violation or alleged violation of any applicable laws regarding safety or health. 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. **Notwithstanding anything contained herein, Purchaser's obligation to indemnify Daktronics shall not exceed \$200,000 per person or \$300,000 per incident or occurrence, as set forth in section 766.28, Florida Statutes.**

19. Disclaimers; Limitation of Liability. Daktronics makes no representations or warranties under this Service Agreement. The damage limitation provided in this Service Agreement and the remedies stated herein shall be exclusive and shall be Purchaser's sole remedies. THE PARTIES AGREE THAT IN NO EVENT WHATSOEVER SHALL THE LIABILITY OF EITHER PARTY EXCEED THE AMOUNT OF THE PURCHASE PRICE. IT IS AGREED THAT 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. For the purposes of this Agreement, the Parties agree that "Consequential Damages" include, but are not limited to, loss of use, loss of profit, loss of business opportunity, and loss of advertising revenue. Purchaser explicitly accepts the provisions of this paragraph in return for the prices granted under the Service Agreement. Purchaser understands and agrees that the prices granted herein would be higher in the absence of this limitation of liability. No action against Daktronics shall be commenced more than one year after the accrual of the cause of action. Daktronics shall have no liability with respect to claims relating to or arising from use of third-party products and services.

20. Force Majeure. Both parties shall be excused from any liability under this Service Agreement for any delay in performance or failure to perform which delay or failure to perform is caused by circumstances which are beyond the reasonable control of that party, including without limitation acts of God, natural disaster, fire, flood, labor or material shortages, war, vermin, earthquakes, tsunami, acts of terrorism, etc. (a 'Force Majeure Event').

21. Assignment. Unless otherwise stated, this Service Agreement may not be assigned by either party without the prior written consent of the other party.

22. Miscellaneous. This Service Agreement shall be governed by the laws of state where the Services are provided without regard to its conflict of law principles. This Service Agreement is the product of negotiations between the parties hereto represented by counsel and any rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Service Agreement and are expressly waived. This Service Agreement represents the entire agreement of the parties and supersedes any previous understanding or agreement regarding the Services. This Service Agreement may not be amended or altered in any manner except in a writing signed by both parties. This Service Agreement may be executed in counterparts. The Purchaser and Daktronics are not partners or joint venturers. If any part of this Service Agreement is in any manner held to be invalid, illegal, void, or to be in conflict with any law, then the validity of the remaining portions or provisions of this Service 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 Service Agreement to the maximum extent permitted by law.

23. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City of Ocala to which sovereign immunity may be applicable, or of any rights or limits or liability existing under Florida Statute §768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any processing brought under this Agreement is barred by any applicable statute of limitations.



EXTENDED SERVICE AGREEMENT

DAKTRONICS, INC. ('Daktronics')

201 Daktronics Drive

Brookings, SD 57006

Phone: (800) 325-8766

Daktronics Contact: Cheryl Dziobecki*For Internal Use Only*

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Bill to Contact: _____

Check #: _____

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Phone: (352) 351-6680
Contact: Christina Guy **Email:** cguy@ocalafl.org

Customer ID: 178417-003

Purchaser hereby agrees to purchase the services, peripherals and additional supplies (collectively, the 'Services') as described on Attachment A, subject to this Extended Service Agreement, the Terms and Conditions of Extended Service, and any and all applicable Attachments (collectively, the 'Agreement'), which documents Purchaser has reviewed and agrees to accept.

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	S287149A	GS6-48X120-19-RGB-2V	1	178417-003

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GOLD® Services

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Services Included

1. Daktronics parts coverage which includes:
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3. Access to the Service Coordination Center.

Gold shall not include nor be construed to include any service or support that is not expressly stated above in the definition of the Gold service. Examples of services that are not within the scope of Gold service include, but are not limited to, the following:

- On-site labor to diagnose and/or replace failed electronic components.
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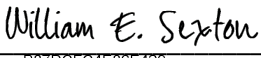
Company: _____
Address: _____
City, State, Zip: _____
Country: _____
Phone: _____
Contact: _____
Email: _____

Purchaser hereby confirms that the Services are to be delivered at the address specified below:

Site Address:

Company: City of Ocala - MLK
Address: 210 NW 12th Ave
City, State, Zip: Ocala, FL 34475-6430
Country: United States

Approved as to form and legality:

DocuSigned by:

B07D0FC4E88E429...
 William E. Sexton
 City Attorney

ACCEPTANCE:

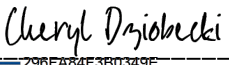
In witness hereof, the parties hereto have executed this Agreement by and through their duly authorized officers.

PURCHASER: City of Ocala - MLK

By:  DocuSigned by: _____ Name/Title: Ken Whitehead Assistant City Manager Date: 7/13/2023
5677F71E38874F4... Signature Print or Type

PURCHASER PO # _____

DAKTRONICS, INC.

By:  DocuSigned by: _____ Name/Title: Cheryl Dziobek Service Sales Representative Date: 7/13/2023
296FA84F3B0349E... Signature Print or Type

This form is an important part of your coverage. Please sign and return the entire Agreement to Daktronics, Inc. Once the signed Agreement is entered into our system, you will receive a copy for your records. Offer expires 60 days from Proposal Date.

TERMS AND CONDITIONS OF EXTENDED SERVICE

FAC/230575

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13. **Cooperation.** Purchaser shall fully cooperate with Daktronics in connection with the service of the Equipment and Software. The Purchaser shall promptly notify Daktronics of Equipment and Software failure. Waiver of liability or other restrictions shall not be imposed as a requirement prior to accessing the site.

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15. Shipping. When returning parts to Daktronics for repair or replacement, Purchaser assumes all risk of loss or damage, agrees to use any shipping containers, which might be provided by Daktronics, and agrees to ship the Equipment in the manner prescribed by Daktronics. If returning equipment within the United States or within Canada, all Equipment must be returned by Purchaser FOB Daktronics' designated facility. If returning equipment across country borders, all Equipment must be returned by Purchaser DDP Daktronics' designated facility per INCOTERMS 2010. Daktronics assumes all risk of loss or damage during return shipment to Purchaser and such Equipment shall be returned by Daktronics FOB or DDP Purchaser's designated facility as appropriate.

16. Confidentiality. To the extent permitted by law, Purchaser shall consider all information furnished by Daktronics, including the terms and conditions of this Service Agreement, to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than fulfillment of this Service Agreement unless Purchaser first obtains written permission from Daktronics to do so. Purchaser shall provide confidential information only to those of its agents, servants, and employees who have been informed of the requirements of this paragraph and have agreed to be bound by them. The provisions of this paragraph shall survive termination of the Service Agreement. **Notwithstanding the foregoing, the term "Confidential Information" shall not include any information which constitutes a public record pursuant to Chapter 119, Florida Statutes (known as Florida's Public Records Act).**

17. Default. Daktronics reserves the right to terminate this Service Agreement and accelerate all amounts due and payable if: (a) Purchaser fails to make payment to Daktronics within ten days of the agreed payment dates, (b) Purchaser otherwise fails to comply with any material provision of this Service Agreement, or (c) any proceeding is filed by or against Purchaser in bankruptcy. Daktronics reserves all its rights (both legal and equitable) under the Agreement, applicable statutes, and the common law. If Purchaser fails to perform any covenant or obligation under this Service Agreement or any other agreement that Purchaser has with Daktronics, including without limitation the failure to pay when due any amounts owed to Daktronics, Daktronics shall be excused from the performance of any of its obligations under this Service Agreement and any other agreement it has with the Purchaser. Purchaser shall be liable for any and all costs and expenses (including reasonable attorney's fees) incurred by Daktronics in enforcing any provision of this Service Agreement.

18. Indemnity. Daktronics shall indemnify, defend and hold harmless the Purchaser and their respective subsidiaries, officers, directors, shareholders, partners, employees, agents, insurers, successors and assigns from any third-party claims for liability, losses, damages, costs or expenses (collectively, 'Losses') to the extent that such Losses arise out of: (i) any negligent act or omission by Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control related to the execution of this Service Agreement; (ii) any claim against any indemnified party by reason of or alleging any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right regarding the Equipment or the Software and its components; or, (iii) any fine or assessment with respect to any violation or alleged violation of any applicable laws regarding safety or health. 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. **Notwithstanding anything contained herein, Purchaser's obligation to indemnify Daktronics shall not exceed \$200,000 per person or \$300,000 per incident or occurrence, as set forth in section 766.28, Florida Statutes.**

19. Disclaimers; Limitation of Liability. Daktronics makes no representations or warranties under this Service Agreement. The damage limitation provided in this Service Agreement and the remedies stated herein shall be exclusive and shall be Purchaser's sole remedies. THE PARTIES AGREE THAT IN NO EVENT WHATSOEVER SHALL THE LIABILITY OF EITHER PARTY EXCEED THE AMOUNT OF THE PURCHASE PRICE. IT IS AGREED THAT 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. For the purposes of this Agreement, the Parties agree that "Consequential Damages" include, but are not limited to, loss of use, loss of profit, loss of business opportunity, and loss of advertising revenue. Purchaser explicitly accepts the provisions of this paragraph in return for the prices granted under the Service Agreement. Purchaser understands and agrees that the prices granted herein would be higher in the absence of this limitation of liability. No action against Daktronics shall be commenced more than one year after the accrual of the cause of action. Daktronics shall have no liability with respect to claims relating to or arising from use of third-party products and services.

20. Force Majeure. Both parties shall be excused from any liability under this Service Agreement for any delay in performance or failure to perform which delay or failure to perform is caused by circumstances which are beyond the reasonable control of that party, including without limitation acts of God, natural disaster, fire, flood, labor or material shortages, war, vermin, earthquakes, tsunamis, acts of terrorism, etc. (a 'Force Majeure Event').

21. Assignment. Unless otherwise stated, this Service Agreement may not be assigned by either party without the prior written consent of the other party.

22. Miscellaneous. This Service Agreement shall be governed by the laws of state where the Services are provided without regard to its conflict of law principles. This Service Agreement is the product of negotiations between the parties hereto represented by counsel and any rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Service Agreement and are expressly waived. This Service Agreement represents the entire agreement of the parties and supersedes any previous understanding or agreement regarding the Services. This Service Agreement may not be amended or altered in any manner except in a writing signed by both parties. This Service Agreement may be executed in counterparts. The Purchaser and Daktronics are not partners or joint venturers. If any part of this Service Agreement is in any manner held to be invalid, illegal, void, or to be in conflict with any law, then the validity of the remaining portions or provisions of this Service 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 Service Agreement to the maximum extent permitted by law.

23. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City of Ocala to which sovereign immunity may be applicable, or of any rights or limits or liability existing under Florida Statute §768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any processing brought under this Agreement is barred by any applicable statute of limitations.



EXTENDED SERVICE AGREEMENT

DAKTRONICS, INC. ('Daktronics')

201 Daktronics Drive

Brookings, SD 57006

Phone: (800) 325-8766

Daktronics Contact: Cheryl Dziobecki*For Internal Use Only*

Bill to Loc #: _____

Bill to Contact: _____

Check #: _____

Purchaser: City of Ocala - Reilly Arts Center
Address: 828 NE 8th Ave
City, State, Zip : Ocala, FL 34470-5339
Country: United States
Phone: 352-351-6680
Contact: Christina Guy **Email:** cguy@ocalafl.org

Customer ID: 178417-002

City of Ocala - Reilly Arts Center ('Purchaser') hereby agrees to purchase the services, peripherals and additional supplies (collectively, the 'Services') as described on Attachment A, subject to this Extended Service Agreement, the Terms and Conditions of Extended Service, and any and all applicable Attachments (collectively, the 'Agreement'), which documents Purchaser has reviewed and agrees to accept.

Term (Duration) of the Agreement**Commencement Date:** 21 June 2023**Expiration Date:** 20 June 2026

Order No.: E287149-1	Original Job No.: S287149
Description of Services Provided	Price & Payment Terms
See Attachment A GOLD® Services	Due upon Commencement Date \$1,650

EQUIPMENT LIST

Customer Name	Original Job No.	Description of Equipment covered under this Agreement	Quantity	Customer ID
City of Ocala - Reilly Arts Center 828 NE 8th Ave, Ocala, FL 34470-5339				
	S287149	GS6-48X120-19-RGB-2V	1	178417-002

Unless specifically outlined in any Attachments or in the Agreement, this Agreement does *not* include the following:

- Any applicable taxes.
- Third party systems, hoist systems, and any ancillary equipment. 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, and static advertising panels. 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 www.daktronics.com/exclusions.
- Incorporation of accessories, attachments, software or other devices not furnished by Daktronics.

ATTACHMENT A

GOLD® Services

Scope of Services

Services Included

1. Daktronics parts coverage which includes:
 - 1.1. Daktronics Rapid Parts™ Exchange Program for available parts only.
 - 1.2. Repair or replacement of failed electronic parts or assemblies.
 - 1.3. Shipping of repaired or replaced failed electronic components from Daktronics.
2. Technical support via telephone during business hours as defined below.
3. Access to the Service Coordination Center.

Gold shall not include nor be construed to include any service or support that is not expressly stated above in the definition of the Gold service. Examples of services that are not within the scope of Gold service include, but are not limited to, the following:

- On-site labor to diagnose and/or replace failed electronic components.
- Network Operations Monitoring services.
- After hours telephone support.

Above listed exclusions are available as billable services. Quotes may be provided upon request.

Business Hours:

Monday through Friday, 8 am to 5 pm CST (excludes Daktronics observed holidays).

Purchaser Responsibilities

The items listed below are the responsibility of the Purchaser.

1. Purchaser is responsible for routine operator functions such as content creation or scheduling.
2. Purchaser is responsible for management of customer-owned spare parts inventory.
3. Purchaser is responsible for costs of any on-site labor to diagnose and/or replace failed electronic components.
4. Purchaser is responsible for providing lift access to the display.
5. Purchaser is responsible for the maintenance items listed below; failure to properly maintain equipment may, at Daktronics' sole discretion, relieve Daktronics of its responsibilities under the Terms and Conditions of Extended Service attached hereto.
 - 5.1. Throughout the term of this Agreement, Purchaser shall maintain site conditions within the common environmental range of all system devices as specified by Daktronics.
 - 5.2. Purchaser is responsible for routine maintenance functions.
 - 5.3. Purchaser is responsible for purchasing and maintaining antivirus software on all control devices connected to Daktronics equipment. (See Daktronics Knowledge Base for list of supported software. DD2079868 <http://www.daktronics.com/Support/KB/Pages/Antivirus-software-recommendations.aspx>)

Gold® is a registered Daktronics trademark.

This Agreement shall be subject to the attached Terms and Conditions of Extended Service.

All invoices will be forwarded to Purchaser at the address indicated on page one (1) of this Agreement unless otherwise specified below:

Billing Address:

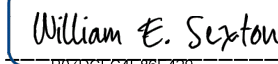
Company: _____
Address: _____
City, State, Zip: _____
Country: _____
Phone: _____
Contact: _____
Email: _____

Purchaser hereby confirms that the Services are to be delivered at the address indicated on page one (1) of this Agreement unless otherwise specified below:

Site Address:

Company: _____
Address: _____
City, State, Zip: _____
Country: _____

Approved as to form and legality:


 William E. Sexton
 City Attorney

ACCEPTANCE:

In witness hereof, the parties hereto have executed this Agreement by and through their duly authorized officers.

PURCHASER: City of Ocala - Reilly Arts Center

By:  **DocuSigned by:** Ken Whitehead Assistant City Manager 7/13/2023
 5677F71E38874F4... Name/Title: Ken whitehead Assistant City Manager Date: 7/13/2023
 Signature Print or Type

PURCHASER PO # _____

DAKTRONICS, INC.

By:  **DocuSigned by:** Cheryl Dziobek Service Sales Representative 7/13/2023
 296FA84F3B0349E... Name/Title: Cheryl Dziobek Service Sales Representative Date: 7/13/2023
 Signature Print or Type

This form is an important part of your coverage. Please sign and return the entire Agreement to Daktronics, Inc. Once the signed Agreement is entered into our system, you will receive a copy for your records. Offer expires 60 days from Proposal Date.

TERMS AND CONDITIONS OF EXTENDED SERVICE

FAC/230575

1. **Scope of Extended Service Agreement.** The scope of the Extended Service Agreement (the "Service Agreement") covers the Equipment and any Software delivered by Daktronics that is delivered under the terms of the applicable software agreement between Purchaser and Daktronics, and shall also include those services defined on Attachment A, SCOPE OF SERVICES (excluding maintenance services which are the responsibility of Purchaser as defined on Attachment A or services which may be purchased for an additional fee) (the "Services"). Response Times are defined on Attachment A.
2. **Contract Documents.** The parties agree that any subsequently-issued Purchaser form, such as a purchase order, shall incorporate the terms and conditions of this Service Agreement. The provisions of this Service Agreement shall control in the event of any conflicting provision in Purchaser's form.
3. **Commencement Date.** The Services shall begin upon the date stated as the 'Commencement Date' as detailed elsewhere in this agreement.
4. **Conditions Precedent.** Daktronics reserves the right to suspend its performance in the event Purchaser fails to: (a) make payment as required, (b) maintain the Equipment within the recommended environmental conditions, including but not limited to appropriate ventilation/air conditioning for its location (Air conditioning systems must be maintained according to manufacturer's specifications), (c) perform preventative maintenance not included within this Service Agreement, or (d) perform any other obligation including, without limitation, complying with the terms of any software agreement between Purchaser and Daktronics.
5. **Payment.** Unless otherwise stated, the price is exclusive of federal, state and local taxes, including without limitation sales, use, excise, privilege, or transactional taxes, but excluding Daktronics' income tax ('Tax'). Purchaser shall promptly pay upon demand such applicable Tax. Purchaser must present a valid exemption certificate if it claims any exemption from Tax. Late payments shall accrue interest at the rate of 1.5% per month or the highest amount permitted by law, whichever is lower.
6. **Spare Parts Package.** In the event the Equipment was purchased with a spare parts package, the parties acknowledge and agree that the spare parts package is designed to exhaust over the life of the Equipment and, as such, the replenishment of the package is not included in the scope of this Service Agreement.
7. **Replacement Parts.** Any replacement parts or Equipment will be new or serviceably used, comparable in function and performance to the original part or Equipment, and warranted for the remainder of the Warranty Period. Purchasing additional parts or Equipment from Daktronics does not extend the Warranty Period.
8. **Limitations of Coverage.** This Service Agreement does not cover: (a) service due to: (i) inadequate or improper power, including without limitation a sudden surge of electrical power; (ii) improper handling, installation, adjustment, service, care, maintenance, storage or use of the Equipment; (iii) a Force Majeure Event; (iv) environmental conditions outside the Equipment's technical specifications (including, without limitation excessive temperatures, corrosives, and metallic pollutants); (v) defects or failures occurring during a lapse in service coverage; (vi) incorporation of accessories, attachments, software or other devices or systems not furnished by Daktronics; or (vii) any other cause other than ordinary use; (b) the provision of replacement communication methods (such as wire, metallic or fiber optic cable, conduit, trenching or other solutions) for the purpose of overcoming local site interference; (c) wireless devices or services used for providing wireless connection to the Equipment (wireless devices and services provided by Daktronics are subject to [Daktronics Terms and Conditions of Wireless Service](https://www.daktronics.com/TermsConditions/DD3956286) available at <https://www.daktronics.com/TermsConditions/DD3956286>); (d) LED degradation or ultraviolet (UV) damage (degradation means the LED continues to emit light, but at some lesser level of brightness); (e) paint or refinishing the Equipment or furnishing material for this purpose; (f) pixel failure less than a total of .5% of the overall display, or in the case of free form elements, one entire element; (g) electrical work external to the Equipment; (h) batteries; (i) third-party systems and other ancillary equipment including without limitation front-end video control systems, audio systems, video processors and players, HVAC equipment, and LCD screens; (j) the security or functionality of End User's network or systems, including anti-virus software updates; or (k) any physical damage which includes, but is not limited to, missing, broken, or cracked components resulting from non-electrical causes; altered, scratched, or fractured electronic traces; missing or gauged solder pads; cuts or clipped wires; crushed, cracked, punctured, or bent circuit boards; or tampering with any electronic connections. Further, in displays manufactured using certain LEDs as indicated by an M or WR (indicating LED type) in the display name, this Agreement does not cover pixel failure after five (5) years.
9. **Actions that Void the Service Agreement.** Daktronics shall be under no obligation to continue service under this Service Agreement if the Equipment or Software is: (a) moved from its location of initial installation or reinstalled without the prior written approval of Daktronics (unless the equipment was designed by Daktronics to be mobile), or (b) improperly repaired or altered in a manner inconsistent with the Equipment manufacturer's standards or recommendations.
10. **Service Providers.** Daktronics may select the parties delivering services under this Service Agreement at its reasonable discretion.
11. **Access to the Equipment.** The Purchaser shall provide unfettered, solid, safe and unrestricted access to the Equipment (including, if requested, any installed Software) taking into account environmental or site conditions. Unless otherwise specified on Attachment A, the Purchaser shall be required to provide any lifts or access equipment. Additional equipment or personnel required for safety, as determined by Daktronics in its reasonable discretion, shall be billed separately on a time and material basis.
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23. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City of Ocala to which sovereign immunity may be applicable, or of any rights or limits or liability existing under Florida Statute §768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any processing brought under this Agreement is barred by any applicable statute of limitations.

Certificate Of Completion

Envelope Id: 61C95275D6AA481E9299717C5D88F4F2

Status: Completed

Subject: Service Agreement - Jervey Gantt Park, MLK, and Riley Arts Center - Daktronics, Inc. (FAC 230575)

Source Envelope:

Document Pages: 15

Signatures: 9

Envelope Originator:

Certificate Pages: 5

Initials: 18

Brittany Craven

AutoNav: Enabled

110 SE Watula Avenue

Enveloped Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

biverson@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Brittany Craven

Location: DocuSign

6/21/2023 9:03:57 AM

biverson@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

William E. Sexton

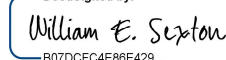
wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Timestamp

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Viewed: 7/13/2023 8:50:37 AM

Signed: 7/13/2023 8:51:03 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Signed: 7/13/2023 10:26:59 AM

Electronic Record and Signature Disclosure:

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Cheryl Dziobecki

Cheryl.Dziobecki@daktronics.com

Service Sales Representative

Security Level: Email, Account Authentication
(None)

DocuSigned by:



296FA84F3B0349E...

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 7/13/2023 8:37:36 AM

ID: cb5f5018-2a9a-4cd5-98f6-80a5ffd3e5d1

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/21/2023 9:25:35 AM
Envelope Updated	Security Checked	6/21/2023 9:46:52 AM
Certified Delivered	Security Checked	7/13/2023 1:32:51 PM
Signing Complete	Security Checked	7/13/2023 1:34:14 PM
Completed	Security Checked	7/13/2023 1:34:14 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.