From "Chris Kirn <chris@digitalscoreboards.net>" <chris@digitalscoreboards.net>
Subject **BVSD Construction Agreement and Supporting Documents for review**
To Derrell Walton <derrell.walton@bvsd.org>
Cc Stephanie Glockzin <stephanie.glockzin@bvsd.org>, Rob Price <rob.price@bvsd.org>
Date January 29, 2026 11:20:42 AM MST

Here is the requested itemized contract that matches our Omnia Contract #08-38 package with the additional required and included items. You will also find the project summary on page 7. This summary lists each of the schools and their respective project total, followed by the additional 11% discount that is over and above the COOP Discount pricing, and lastly the bonding fees, which in turn total the $1,990,000. I have also included a brief slide on the Scorevision software and will share additional information on the software and its security.

Thank you for the continued work on this together, we look forward to partnering with you on this project.

Chris Kirn
President/CEO
417-719-3777 (mobile)
888-738-4230 (office)
chris@digitalscoreboards.net
www.digitalscoreboards.net

From: Derrell Walton <derrell.walton@bvsd.org>
Date: Thursday, January 29, 2026 at 11:05 AM
To: Chris Kirn <chris@digitalscoreboards.net>
Cc: Stephanie Glockzin <stephanie.glockzin@bvsd.org>, Rob Price <rob.price@bvsd.org>
Subject: Re: BVSD Construction Agreement and Supporting Documents for review

Hi Chris,

Thank you for your prompt response!

On Thu, Jan 29, 2026 at 10:03 AM Chris Kirn <chris@digitalscoreboards.net> wrote:

> Thank you, Derrell.
>
> 1. We will get you this itemized contract right away
> 2. Yes we will accept a 50/50 term
> 3. We have never had any info exposed through the Scorevision system and we will send over the detail for your use as well
>
> Thank you,
>
> Chris Kirn
> President/CEO
> 417-719-3777 (mobile)
> 888-738-4230 (office)
> chris@digitalscoreboards.net
> www.digitalscoreboards.net

From: Derrell Walton <derrell.walton@bvsd.org>
Date: Thursday, January 29, 2026 at 10:59 AM
To: Chris Kirn <chris@digitalscoreboards.net>
Cc: Stephanie Glockzin <stephanie.glockzin@bvsd.org>, Rob Price <rob.price@bvsd.org>
Subject: Re: BVSD Construction Agreement and Supporting Documents for review

Good morning Chris,

At your earliest convenience, please provide a line-item quote for each of the scoreboards included in your proposal.

Additionally, we would like to propose a payment structure consisting of a 50% down payment, with the remaining balance paid upon completion of each individual scoreboard. Please let us know if this payment structure is acceptable to your organization.

Finally, please confirm whether there is any potential for student data to be exposed through the cloud-based software associated with the scoreboards, and provide any relevant information regarding data security and privacy protections.

Thank you for your time and assistance. We look forward to your response.

On Tue, Jan 27, 2026 at 10:06 AM Derrell Walton <derrell.walton@bvsd.org> wrote:

> Good morning Chris,
>
> Thank you for your prompt response.
>
> On Mon, Jan 26, 2026 at 6:41 PM Chris Kirn <chris@digitalscoreboards.net> wrote:
>
> > Thank you, Derrell. This has been reviewed and we are in agreement on the BVSD language. I have also attached our renewal letter

for OMNIA as this was recently renewed and is good for your use with our future contracts.

We look forward to continuing working with you and the district on these projects. Please do not hesitate to let me know if you need any additional information.

Thanks again,

Chris Kirn
Owner/CEO
417-719-3777 (mobile)
888-738-4230 (office)
chris@digitalscoreboards.net

From: Derrell Walton <derrell.walton@bvsd.org>
Date: Monday, January 26, 2026 at 6:47 PM
To: Chris Kirn <chris@digitalscoreboards.net>
Cc: Stephanie Glockzin <stephanie.glockzin@bvsd.org>, Rob Price <rob.price@bvsd.org>
Subject: BVSD Construction Agreement and Supporting Documents for review

IT GOAT couldn't recognize this email as this is the first time you received an email from this sender derrell.walton@bvsd.org

Good afternoon Chris,

As we work through the internal approvals needed to move forward with your proposal, we kindly ask that you also review our construction agreement and the associated supporting documents provided.

This early review will help ensure alignment on terms, conditions, and requirements and allow us to address any questions or concerns efficiently as we progress. If you identify any items that require clarification or discussion, please do not hesitate to reach out so we can work through them together.

We appreciate your time and collaboration and look forward to continuing the process once approvals are in place.

Thank you, and please let me know if you need anything further.

--
Kind regards,

Derrell Walton, PPA
Boulder Valley School District
Senior Buyer
6500 East Arapahoe Road
Boulder, CO 80303
derrell.walton@bvsd.org

--
Kind regards,

Derrell Walton, PPA
Boulder Valley School District
Senior Buyer
6500 East Arapahoe Road
Boulder, CO 80303
derrell.walton@bvsd.org

--
Kind regards,

Derrell Walton, PPA
Boulder Valley School District
Senior Buyer
6500 East Arapahoe Road
Boulder, CO 80303
derrell.walton@bvsd.org

--
Kind regards,

Derrell Walton, PPA
Boulder Valley School District
Senior Buyer
6500 East Arapahoe Road
Boulder, CO 80303
derrell.walton@bvsd.org

Attachments:

- Boulder Valley School District - Contract - 1.29.26.pdf

DIGITAL SCOREBOARDS

JANUARY 29, 2026

Prepared For:

BOULDER VALLEY SCHOOL DISTRICT

City / State	Boulder, CO
Contact Name	Rob Price
Contact E-Mail	rob.price@bvsd.org
Contact Number	720-561-6425 / 970-214-0110

OMNIA PURCHASING COOP CONTRACT #08-38

BOULDER VALLEY SCHOOL DISTRICT

DIGITAL SCOREBOARD PACKAGE CONTRACT

Prepared by
Chris Kirn, President/CEO
chris@digitalscoreboards.net
417-719-3777 mobile / 888-738-4230

DIGITAL SCOREBOARDS

CENTAURUS HIGH SCHOOL

19’ x 32’ – 10mm – 576 x 960

SV Conditioned AV Rack & 10-Year Software Suite

New Construction & Installation

11-year parts/5-year labor warranty

QTY	ITEM	ITEM DESCRIPTION	TOTAL
1	Digital Display	19’ x 32’ – 10mm – 576 x 960 552,960 Total Pixels 10,000 NIT - Ultra High Output Brightness	$211,266.00
1	Truss	4’ x 32’ Arched or Squared Truss with Non-Lit Graphics @ 60%	$14,945.00
1	Fiber Convertors Fiber Enclosure	Single-Mode Fiber Convertors and All-Weather Fiber Enclosure	$2,235.00
1	Control System	SV Conditioned Rack, Nova Video Processor, Control System, iPads, Connectors and Accessories	$14,115.00
1	Software System	Scorevision Software Suite (10-Year Prepaid ASL)	$75,000.00
1	Curriculum	DS Academy Curriculum Package with 3-Year Subscription	$4,500.00
1	Graphics Package	Digital Scoreboards Gold Level Animation & Graphics Package	$2,500.00
1	Removal Disposal	Removal at Grade and Disposal of Existing Scoreboard System	$5,000.00
1	Onsite Tech	Onsite Tech, Commissioning & System Training	$3,500.00
1	Engineering Permitting	State Stamped Engineered Drawings & Permitting	$5,000.00
1	Power	Primary & Secondary Power with Commissioning	$59,060.00
1	Structure Construction Installation	Fabrication of Monopole Structure with 10’ HAGL Rear Catwalks and Safety Equipment Package Construction & Installation of Monopole Structure Installation of Digital Display & Truss Package	$106,250.00
1	Digital Warranty	**Industry Best** 11-year parts / 5-year onsite labor 24/7/365 Live Diagnostics Monitoring with Full Redundancy 3% Onsite Spare Parts Package 7 Day a Week In-House Support & Tech Center	$10,000.00
1	Freight	Freight to Destination	$3,550.00

PACKAGE PRICE, REFLECTS OMNIA CONTRACT #08-38 PRICING **$516,921.00**

DIGITAL SCOREBOARDS

BOULDER HIGH SCHOOL

19’ x 32’ – 10mm – 576 x 960

SV Conditioned AV Rack & 10-Year Software Suite

New Construction & Installation

11-year parts/5-year labor warranty

QTY	ITEM	ITEM DESCRIPTION	TOTAL
1	Digital Display	19’ x 32’ – 10mm – 576 x 960 552,960 Total Pixels 10,000 NIT - Ultra High Output Brightness	$211,266.00
1	Truss	4’ x 32’ Arched or Squared Truss with Non-Lit Graphics @ 60%	$14,945.00
1	Fiber Convertors Fiber Enclosure	Single-Mode Fiber Convertors and All-Weather Fiber Enclosure	$2,235.00
1	Control System	SV Conditioned Rack, Nova Video Processor, Control System, iPads, Connectors and Accessories	$14,115.00
1	Software System	Scorevision Software Suite (10-Year Prepaid ASL)	$75,000.00
1	Curriculum	DS Academy Curriculum Package with 3-Year Subscription	$4,500.00
1	Graphics Package	Digital Scoreboards Gold Level Animation & Graphics Package	$2,500.00
1	Removal Disposal	Removal at Grade and Disposal of Existing Scoreboard System	$5,000.00
1	Onsite Tech	Onsite Tech, Commissioning & System Training	$3,500.00
1	Engineering Permitting	State Stamped Engineered Drawings & Permitting	$5,000.00
1	Power	Primary & Secondary Power with Commissioning	$79,134.00
1	Structure Construction Installation	Fabrication of Monopole Structure with 10’ HAGL Rear Catwalks and Safety Equipment Package Construction & Installation of Monopole Structure Installation of Digital Display & Truss Package	$106,250.00
1	Digital Warranty	**Industry Best** 11-year parts / 5-year onsite labor 24/7/365 Live Diagnostics Monitoring with Full Redundancy 3% Onsite Spare Parts Package 7 Day a Week In-House Support & Tech Center	$10,000.00
1	Freight	Freight to Destination	$3,558.00

PACKAGE PRICE, REFLECTS OMNIA CONTRACT #08-38 PRICING **$537,003.00**

DIGITAL SCOREBOARDS

BROOMFIELD HIGH SCHOOL

19' x 32' – 10mm – 576 x 960

SV Conditioned AV Rack & 10-Year Software Suite

New Construction & Installation

11-year parts/5-year labor warranty

QTY	ITEM	ITEM DESCRIPTION	TOTAL
1	Digital Display	19' x 32' – 10mm – 576 x 960 552,960 Total Pixels 10,000 NIT - Ultra High Output Brightness	$211,266.00
1	Truss	4' x 32' Arched or Squared Truss with Non-Lit Graphics @ 60%	$14,945.00
1	Fiber Convertors Fiber Enclosure	Single-Mode Fiber Convertors and All-Weather Fiber Enclosure	$2,235.00
1	Control System	SV Conditioned Rack, Nova Video Processor, Control System, iPads, Connectors and Accessories	$14,115.00
1	Software System	Scorevision Software Suite (10-Year Prepaid ASL)	$75,000.00
1	Curriculum	DS Academy Curriculum Package with 3-Year Subscription	$4,500.00
1	Graphics Package	Digital Scoreboards Gold Level Animation & Graphics Package	$2,500.00
1	Removal Disposal	Removal at Grade and Disposal of Existing Scoreboard System	$5,000.00
1	Onsite Tech	Onsite Tech, Commissioning & System Training	$3,500.00
1	Engineering Permitting	State Stamped Engineered Drawings & Permitting	$5,000.00
1	Power	Primary & Secondary Power with Commissioning	$55,010.00
1	Structure Construction Installation	Fabrication of Monopole Structure with 10' HAGL Rear Catwalks and Safety Equipment Package Construction & Installation of Monopole Structure Installation of Digital Display & Truss Package	$106,250.00
1	Digital Warranty	**Industry Best** 11-year parts / 5-year onsite labor 24/7/365 Live Diagnostics Monitoring with Full Redundancy 3% Onsite Spare Parts Package 7 Day a Week In-House Support & Tech Center	$10,000.00
1	Freight	Freight to Destination	$3,518.00

PACKAGE PRICE, REFLECTS OMNIA CONTRACT #08-38 PRICING **$512,839.00**

DIGITAL SCOREBOARDS

FAIRVIEW HIGH SCHOOL

13’ x 19’ – 10mm – 384 x 576

SV Conditioned AV Rack & 10-Year Software Suite

Retrofit Installation

11-year parts/5-year labor warranty

QTY	ITEM	ITEM DESCRIPTION	TOTAL
1	Digital Display	13’ x 19’ – 10mm – 384 x 576 221,184 Total Pixels 10,000 NIT - Ultra High Output Brightness	$96,421.00
1	Fiber Convertors Fiber Enclosure	Single-Mode Fiber Convertors and All-Weather Fiber Enclosure	$2,235.00
1	Control System	SV Conditioned Rack, Nova Video Processor, Control System, iPads, Connectors and Accessories	$14,115.00
1	Software System	Scorevision Software Suite (10-Year Prepaid ASL)	$75,000.00
1	Curriculum	DS Academy Curriculum Package with 3-Year Subscription	$4,500.00
1	Graphics Package	Digital Scoreboards Gold Level Animation & Graphics Package	$2,500.00
1	Removal	Removal of Existing Scoreboard, Disposal by School	$3,000.00
1	Onsite Tech	Onsite Tech, Commissioning & System Training	$3,500.00
1	Power	Primary & Secondary Power with Commissioning	$59,938.00
1	Installation	Installation of Digital Scoreboard onto Existing Structure	$18,000.00
1	Digital Warranty	**Industry Best** 11-year parts / 5-year onsite labor 24/7/365 Live Diagnostics Monitoring with Full Redundancy 3% Onsite Spare Parts Package 7 Day a Week In-House Support & Tech Center	$10,000.00
1	Freight	Freight to Destination	$3,563.00

PACKAGE PRICE, REFLECTS OMNIA CONTRACT #08-38 PRICING **$292,772.00**

DIGITAL SCOREBOARDS

MONARCH HIGH SCHOOL

13’ x 19’ – 10mm – 384 x 576

SV Conditioned AV Rack & 10-Year Software Suite

Retrofit Installation

11-year parts/1-year labor warranty

QTY	ITEM	ITEM DESCRIPTION	TOTAL
1	Digital Display	13’ x 19’ – 10mm – 384 x 576 221,184 Total Pixels 10,000 NIT - Ultra High Output Brightness	$96,421.00
1	Fiber Convertors Fiber Enclosure	Single-Mode Fiber Convertors and All-Weather Fiber Enclosure	$2,235.00
1	Control System	SV Conditioned Rack, Nova Video Processor, Control System, iPads, Connectors and Accessories	$14,115.00
1	Software System	Scorevision Software Suite (10-Year Prepaid ASL)	$75,000.00
1	Curriculum	DS Academy Curriculum Package with 3-Year Subscription	$4,500.00
1	Graphics Package	Digital Scoreboards Gold Level Animation & Graphics Package	$2,500.00
1	Removal	Removal of Existing Scoreboard, Disposal by School	$3,000.00
1	Onsite Tech	Onsite Tech, Commissioning & System Training	$3,500.00
1	Power	Primary & Secondary Power with Commissioning	$75,956.00
1	Installation	Installation of Digital Scoreboard onto Existing Structure	$18,000.00
1	Digital Warranty	**Industry Best** 11-year parts / 5-year onsite labor 24/7/365 Live Diagnostics Monitoring with Full Redundancy 3% Onsite Spare Parts Package 7 Day a Week In-House Support & Tech Center	$10,000.00
1	Freight	Freight to Destination	$3,538.00

PACKAGE PRICE, REFLECTS OMNIA CONTRACT #08-38 PRICING **$308,765.00**

DIGITAL SCOREBOARDS

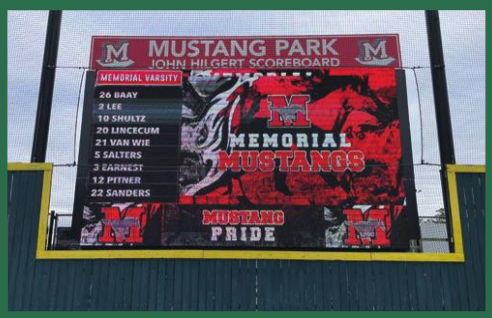
PACKAGE SUMMARY

SCHOOL	PRICE
Centarus High School	$516,921.00
Boulder High School	$537,003.00
Broomfield High School	$512,839.00
Fairview High School	$292,772.00
Monarch High School	$308,765.00
Total	**$2,168,300.00**
Additional 11% Package Discount	-$238,000.00
Payment & Performance Bonding	$59,700.00
Total Package Price	**$1,990,000.00**





















OUTDOOR

Pixel Pitch: 10mm, 8mm, 6mm
Industry Best 11/5 Year Warranty Package
24/7 Live Diagnostics & Redundancy

WWW.DIGITALSCOREBOARDS.NET

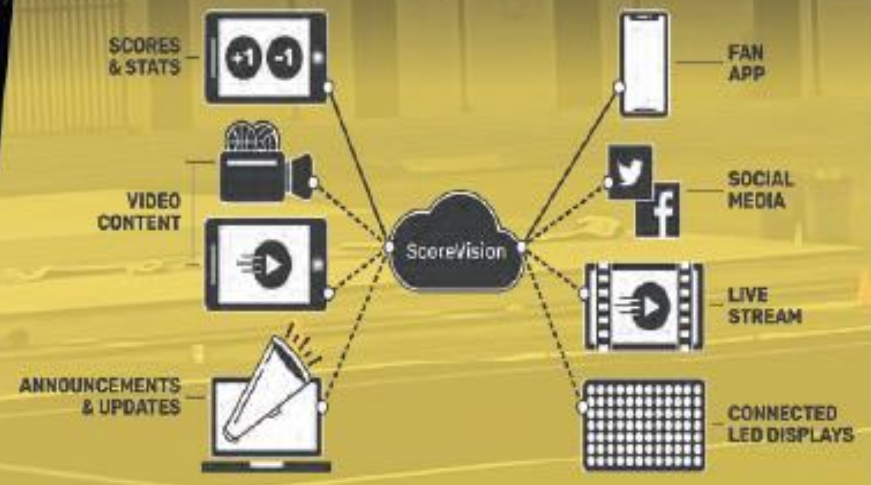
MORE THAN THE SCORE

SCOREVISION® × DIGITAL SCOREBOARDS

ENGAGE FANS WITH SCORES, STREAMS, VIDEO, SOCIAL MEDIA & IN-VENUE PRODUCTIONS







DIGITAL SCOREBOARDS

WWW.DIGITALSCOREBOARDS.NET

ScoreVision Accessibility Statement

ScoreVision is dedicated to optimizing the usability of our software solution. We take pride in the exceptional user-friendliness of our applications, which enable individuals of all ages to navigate them with ease. Moreover, we are committed to ensuring that our system complies with the industry standards for accessibility, thereby making our applications accessible to diverse users.

To achieve accessibility compliance in our software, we have implemented the following measures:

- **Clear and consistent navigation:** Our software has clear and consistent navigation menus that allow users to easily move from one page to another. All links and buttons are labeled clearly to ensure users can understand what they will be clicking on.
- **Keyboard accessibility:** Our website has been designed to be fully accessible using only a keyboard. Users who cannot use a mouse or other pointing device can navigate the site using only the keyboard.
- **Alt text for images:** We have added alt text to all images to ensure that users who are visually impaired can understand what the images represent.
- **Descriptive links:** All links in our software are descriptive, providing users with an understanding of where the link will take them before they click on it.
- **Consistent color contrast:** We have ensured that all text on our website meets minimum color contrast requirements to make it easy to read for users with visual impairments.
- **Assistive technology compatibility for the Web:** Our software has been designed to be compatible with a range of assistive technologies, such as screen readers and voice recognition software.
- **Feedback:** We seek and welcome feedback from users to ensure that we are continually improving our products and their accessibility.

The areas of accessibility within our software solutions that are currently being enhanced and planned for implementation within the next 24 - 36 months are:

- **Captioned media:** All videos being added to our website (Knowledge Base) will be captioned, making them accessible to users who are deaf or hard of hearing.

© 2025 ScoreVision, LLC. All rights reserved. v2.05142025

DIGITAL SCOREBOARDS
DigitalScoreboards.net

UNLEASH CREATIVITY

WITH DS ACADEMY

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





UNIT 1 INTRODUCTION TO SPORTS MEDIA

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

UNIT 2 EXPLORE ADVANCED TECHNIQUES

Students will level up their scoreboard video skills by learning advanced techniques like animating elements and adding effects. This hands-on unit emphasizes creativity and technical mastery.

UNIT 3 REAL-TIME INTEGRATION

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

GET THE CROWD HYPED!



CUSTOM ANIMATIONS FOR ANY VENUE!

Silver Package

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









WWW.DIGITALSCOREBOARDS.NET

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

ENGINEERING THAT IS BUILT TO LAST

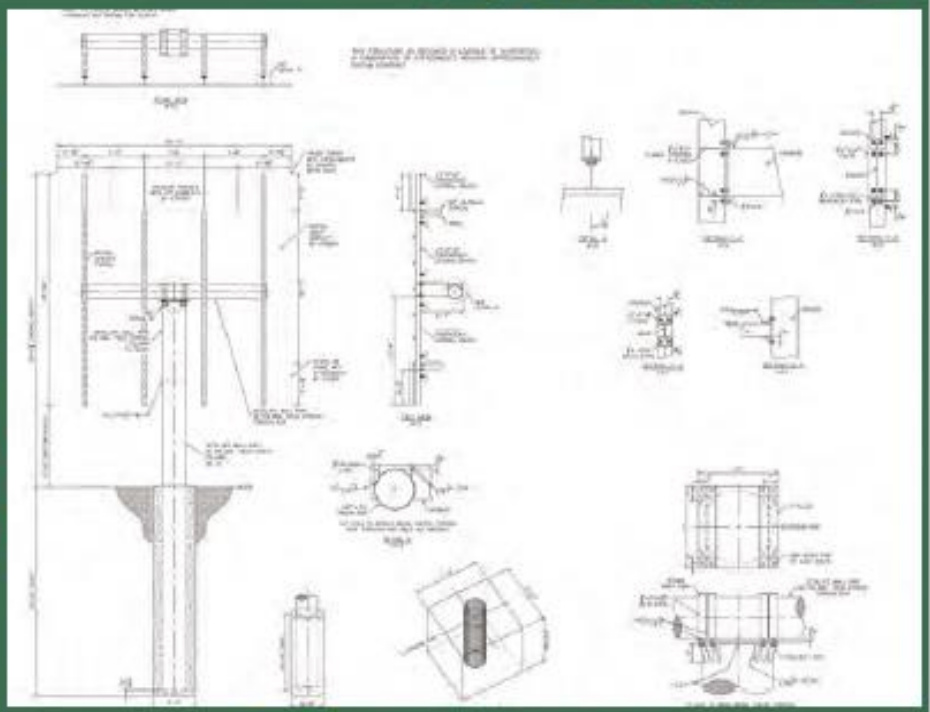




LICENSED IN ALL 50 STATES. FROM THE NATION'S MOST NOTABLE GOLF COURSE TO THE SMALLEST OF SCHOOLS, WE PUT THE SAME CARE AND EFFORT INTO ENSURING YOUR DISPLAYS ARE BUILT TO LAST.







DIGITAL SCOREBOARDS

WWW.DIGITALSCOREBOARDS.NET

CO-OP PURCHASING

AVOID THE BIDDING PROCESS TO STREAMLINE YOUR PURCHASING







TIPS

- Contract #220704 (Audio, Visual, Supplies & Services)
- Contract #22090101 (Scoreboards & Services)

OMNIA / NCPA

Contract #08-38

DIGITAL SCOREBOARDS

WWW.DIGITALSCOREBOARDS.NET

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

DIGITAL SCOREBOARDS:

CLIENT PROJECT TIMELINE

Stage 1
Pre-sale

Prepare proposal & designs
Preliminary Site Plans
Schedule site visit
Determine initial costing
Assign project manager

Stage 2
Contracting / Invoicing

Final contract to customer
Send deposit invoice or finalize financing plans

Stage 3
Pre-construction

Finalize drawings & submittals
Coordinate install timelines
Finalize subcontractor list
Coordinate any special site considerations

Stage 4
Assembly

Prepare and prep final materials
Transport product to venue for onsite assembly

Stage 5
Construction

Coordinate timeline of arrival
Work with facility staff to ensure smooth install
Complete installation

Stage 6
Customer Service

Post-construction call w/ client
Schedule equipment training
Field customer questions post-installation
Prepare final invoicing

DIGITAL SCOREBOARDS

TERMS AND CONDITIONS OF SALE

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

- The Proposal to which these Terms and Conditions are attached;
- Any applicable cooperative purchasing agreement through which the Buyer is purchasing the Products and Services;
- These Terms and Conditions; and
- All Change Directives and Change Orders properly executed as set forth herein.

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

1. Proposal. The proposal to which these Terms and Conditions is attached (the "Proposal") shall be valid for no more than 15 days, unless otherwise stated therein. The Proposal is subject to change by Digital Scoreboards, LLC at any time upon notice to Buyer before the execution of the Agreement. The Agreement shall be valid, binding, and enforceable contract upon written acceptance or acknowledgment by an authorized representative of the Buyer (which may be via email if permitted by applicable law).

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

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

4. Termination. Either party may terminate this Agreement for cause should the other party materially breach its obligations hereunder and fail to remedy such breach within thirty (30) days of receipt of notice of breach. Buyer may terminate the Agreement for convenience upon thirty (30) days prior written notice. Buyer shall pay Digital Scoreboards, LLC, for all (a) materials and equipment fabricated and/or customized, (b) all design and/or professional services performed, and (c) all freight and handling charges incurred prior to receipt of notice of the termination (whether for cause or convenience).

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

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

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

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

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

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

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

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

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

14. **Limitation of Liability.**

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

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

(c) The limitation of liability set forth herein shall not apply to (i) liability resulting solely from Digital Scoreboards, LLC's gross negligence or willful misconduct and (ii) amounts paid or payable to third parties arising from death or bodily injury resulting solely from Digital Scoreboards, LLC's gross negligence or willful misconduct (collectively, the "Claims"). Digital Scoreboard, LLC's liability for all Claims is limited to the amounts available under Digital Scoreboard, LLC's applicable insurance policy(ies).

15. Indemnity.

(a) To the greatest extent permitted by law, Buyer shall indemnify, defend, and hold harmless Digital Scoreboards, LLC and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, subcontractors, insurers, and successors and assigns of each of the foregoing (collectively, the "Digital Scoreboards Indemnitees") from any and all claims, payments, lawsuits, and losses, including, but not limited to, legal fees and costs, to the extne arising out of or relating to (i) any negligent act or omission by Buyer or its personnel, agents, subcontractors, or others engaged by Buyer or under its control, or (ii) any claim against Digital Scoreboards, LLC by reason of or alleging any unauthorized or infringing use by Digital Scoreboards, LLC of any copyright, trademark, or other intellectual property right in any material, information, technology, process or data provided by Buyer and used by Digital Scoreboards, LLC at Buyer's direction.

(b) Digital Scoreboards, LLC shall indemnify, defend, and hold harmless Buyer and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, subcontractors, insurers, and successors and assigns of each of the foregoing (collectively, the "Buyer Indemnitees") from any and all claims, payments, lawsuits, and losses, including, but not limited to, legal fees and costs, to the extent arising out of or relating to any negligent act or omission by Digital Scoreboards, LLC or its personnel, agents, subcontractors, or others engaged by Digital Scoreboards, LLC or under its control

(c) Nothing in this Section 15 shall require either party to indemnify, defend, or hold harmless the other for the acts or omissions of any third party not under the indemnifying party's control or the acts or omissions of the other party.

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

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

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

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

20. **Applicable Law, Limitations.**

(a) This Agreement is being delivered in, performable in, and shall be governed, construed, enforced, and interpreted by, through and under by the laws of the state of Florida, without regard to conflict of laws principles that would cause the application of laws of another jurisdiction. For the purpose of any action or proceeding arising out of or relating to this Agreement, Buyer hereby irrevocably submits to the exclusive personal jurisdiction and venue of the Twelfth Judicial Circuit Court in and for Sarasota County, Florida, with respect to such dispute and agrees to waive any defenses to venue and jurisdiction including forum non conveniens, along with irrevocably agreeing that all claims in respect to such action or proceeding may be heard and determined exclusively in any such court. Buyer agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdiction by suit on the judgment or in any other manner provided by applicable law. Buyer irrevocably consents to the service of the summons and complaint and any other process in any action or proceeding relating to the transactions contemplated by this Agreement, on behalf of itself or its property, by personal delivery of copies of such process to such party. Nothing in this section shall affect the right of any party to serve legal process in any other manner permitted by applicable law. Notwithstanding the foregoing, Digital Scoreboards, LLC will have the right, and in addition to all other remedies available to it at law, in equity or under this Agreement, to affirmative or negative injunctive relief from a court of competent jurisdiction in the event Buyer violates or threatens to violate the terms of Sections 10 or 11. Buyer acknowledges that a violation of Sections 10 or 11 would cause irreparable harm and that all other remedies are inadequate. Any legal action pertaining to this Agreement, other than Buyer's failure to pay any amount(s) owed to Digital Scoreboards, LLC, or any indemnification required by Buyer hereunder, must be commenced within one (1) year of the event giving rise to the legal action.

(b) When the Buyer is a Governmental Entity. Notwithstanding the foregoing, if the Buyer is a governmental entity, the law of the state where Buyer is located shall apply to this Agreement, without regard to conflict of laws principles, and both parties shall comply with all applicable state law when performing the Agreement, regardless of whether such law is specifically enumerated in these Terms and Conditions. Further, if applicable law or the terms and conditions of an applicable cooperative purchasing agreement require it, venue shall be in the state or federal courts (as appropriate) of the state where the Buyer is located. Neither the one-year limitation on the initiation of legal actions stated above nor the doctrine of nullum tempus occurrit regi shall apply. All other provisions in Section 20(a) shall apply.

21. **Cooperative Purchasing Agreements**. The terms and conditions of the cooperative purchasing agreement being utilized by Buyer to enter into this Agreement (if any) are incorporated herein by reference as if set forth at length.

22. **Order of Precedence**. In the event of any inconsistency or conflict between the terms of the cooperative purchasing agreement through which Buyer is entering into the Agreement, these Terms and Conditions, and the Proposal, the terms of the cooperative purchasing agreement shall take precedence; followed by the Proposal, and then these Terms and Conditions. The terms and conditions of any purchase order shall have no effect and shall not be binding on Digital Scoreboards, LLC, unless such terms and conditions are expressly incorporated by reference into the Proposal.

23. **Assignment.** Buyer may not assign any of its obligations under the Agreement without the prior written consent of Digital Scoreboards, LLC. Any attempted assignment not in conformity with this Section 23 is void. Digital Scoreboards, LLC may assign its rights and obligations under this Agreement upon written notice to the Buyer (a) to any affiliate, parent, or subsidiary organization or (b) in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

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

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

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

27. **Survival.** The Sections of these Terms and Conditions that by their nature survive expiration or termination of the Agreement, including, but not limited to, the following Sections: 11 ("Intellectual Property"), 14 ("Limitation of Liability), 15 ("Indemnity"), and 20 ("Applicable Law, Limitations"), shall survive expiration or termination of the Agreement.

DIGITAL SCOREBOARDS

ACCEPTANCE PAGE

SITE PREPAREDNESS	
Storage Fees	**Free Storage Period:** Equipment will be stored at no cost for up to 30 calendar days after the scheduled delivery or install date (as agreed upon at initial kick-off call, date may not be changed more than three (3) days after call) **Storage Fees:** A **storage fee of $35/calendar day** per job will be charged beyond the free period.
Site Readiness Requirements	**Site Access:** Client is responsible for ensuring clear, safe, and timely access to the installation location. **Utility Requirements:** Electrical, networking, and foundation work must be completed and tested prior to our arrival. **Delays Due to Site Scheduling:** If the client requests to reschedule the installation within four (4) days of the scheduled install date, after having signed off on the date, a rescheduling fee equal to 50% of all mobilization costs (including labor, per diem, hotel, flights, and miscellaneous expenses) will be invoiced.
Change Orders	**Scope Adjustments:** Any changes in scope (design, location, timeline) after project kickoff must be submitted in writing and may affect timeline and pricing. All projects that require a change order will be sent a formal contract for signature of approval. Signature is required within seven (7) days from sending. **Engineering Redraws:** Changes after engineering drawings have been approved (past the reviewed phase or projects currently being built) will incur a redraw fee ($500 minimum).
Return Trips / Redeployment	**Unscheduled Return Visits:** If a technician must return to site due to customer delays, incorrect site prep, or third-party coordination issues, a **return trip fee** of $2,500 will be invoiced. **Emergency Visits:** Any unscheduled or after-hours request requiring expedited travel will be billed at **time-and-a-half labor rates** plus **rush travel costs**. Examples include, but are not limited to: • Return trips required within 48 hours of project opening due to last-minute issues. • A technician being required to remain on-site over a weekend due to client site readiness delays. • A commissioning trip being interrupted or extended because the client is not ready, necessitating another expedited or return trip.
Warranty Limitations	**Installation Access:** Warranty service is contingent on safe and reasonable access to equipment. Lift or crane fees for inaccessible installs are the customer's responsibility. **Improper Use or Access:** Warranty is void if third parties tamper with or improperly service the equipment.

Liability Disclaimer: We are not liable for installation errors made by third-party contractors using our drawings as noted in our release of liability forms.

Acceptance	

EXCLUDED ITEMS	
Engineering	Structural Engineering, if Existing Structure
Utility Locates	Public and Private Utility Locates
Geotechnical	Soil Test or Geotechnical Report, if Required
Ground Covering	Protective Ground Covering for Grass, Turf & Track, If Required
Fiber	Conduit and Fiber with Terminations between Displays and Pressbox/AV Rack
Internet	Hard-Line Internet to Control Rack (required for control system, diagnostics and service)
Sales Tax	Sales Tax, if Applicable (if exempt a certificate must be supplied with order)
Acceptance	

SURFACE CLAUSE

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

SUBSURFACE CLAUSE, if NEW CONSTRUCTION

The installation portion of the enclosed proposal is calculated based upon normal site access with no obstructions and average bearing soil. No allowance has been made for rock, water, or abnormal soil or site conditions. If a problem is encountered, a customer representative will be contacted with corrective measures being taken on a time, equipment, and material basis to complete the project. Any such change order due to a subsurface issue will be invoiced upon the conclusion of the project.

RETROFIT INSTALLATION CLAUSE, if EXISTING STRUCTURE

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

TERMS

Payment Terms	50% Deposit Upon Acceptance / 50% Net 30 Upon Installation
Delivery & Installation	10-12 weeks from approved contract, approved art, receipt of deposit, and permits

PACKAGE	PRICE	Q1 DISCOUNT Contract by 3/15/2026	TOTAL PRICE	ACCEPTANCE
TOTAL with 10-Year ASL	**$2,228,800.00**	**-$238,800.00**	**$1,990,000.00**	

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

Customer	Company
Boulder Valley School District	Digital Scoreboards, LLC
6500 Arapahoe Road	107 N. Main St. Ste 3C
Boulder, CO 80303	Columbia, IL 62236
	Robert Steckel
Signature	Signature
	Chief Operating Officer
Title	Title
Date	Date