

PLEASE READ THIS SOFTWARE AS A SERVICE AGREEMENT (THIS “SaaS AGREEMENT”) CAREFULLY BEFORE USING THE SERVICES PURCHASED FROM DAKTRONICS, INC. OR ONE OF ITS WHOLLY OWNED SUBSIDIARIES (“DAKTRONICS”). USER ACCEPTS THESE TERMS AND CONDITIONS BY: (A) CLICKING A BOX INDICATING ACCEPTANCE, OR (B) EXECUTING A SEPARATE AGREEMENT THAT REFERENCES THESE TERMS AND CONDITIONS, OR (C) USING THE SERVICES IN ANY WAY; BY ACCEPTING THESE TERMS AND CONDITIONS, USER IS ACKNOWLEDGING THAT USER HAS READ THIS SaaS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. IF USER DOES NOT AGREE TO THE TERMS OF THIS SaaS AGREEMENT, USER MAY NOT USE THE SERVICES.

1 Definitions.

- 1.1 “**Child**” or “**Children**” means an individual or individuals under the age of thirteen (13) .
- 1.2 “**Purchaser**” is the person or entity purchasing the Software Services, or, if the person accessing the Software Services is an agent, employee, or other representative authorized to bind a company or other legal entity to this SaaS Agreement, then “Purchaser” means that other legal entity.
- 1.3 “**Purchaser Account.**” Daktronics may require Purchaser to create an account (a “Purchaser Account”) to use the Software Services. Once Purchaser creates the Purchaser Account, then Purchaser may designate or allow Users to use the Software Services. Users may be required or permitted to create their own User Accounts, each as a sub-account of the Purchaser Account.
- 1.4 “**Section**” when a section is referenced, it refers inclusively to all paragraphs that fall within that section heading. By way of example, a reference to section 6 would refer to paragraphs 6.1 through 6.3 inclusively.
- 1.5 “**Separate Agreement**” means that purchase or service agreement or order form which provides for the provision of the Software Services.
- 1.6 “**Software Services**” means the web-hosted services and access to content purchased as subscriptions for the term stated in the Separate Agreement and any subsequent Software Services Add-Ons.
- 1.7 “**Software Services Add-On**” means additional features, access, or functionality that may be purchased during the Term.
- 1.8 “**Subscription Fee**” is defined in Section 7.
 - 1.1. “**User**” means the individual person accessing the Software Services or, if the person accessing the Software Services is an agent, employee, or other representative authorized to bind a company or other legal entity to this SaaS Agreement, then “User” means the company or other legal entity. If User is not acting as the representative of a company or similar business entity, then User is personally and individually agreeing to and is bound by this SaaS Agreement. If the person accessing the Software Services is doing so as an agent, employee, or other representative of Purchaser, then such person represents that he/she is authorized to act on behalf of Purchaser and that this SaaS Agreement is a legally enforceable obligation of the Purchaser. Where context requires, a reference to “User” will be deemed to include “Purchaser.”
- 1.9 “**User Data**” means all information, works, fonts, expressions, or other content, including any that are (a) uploaded, transferred, created, or otherwise provided by or on behalf of User (including through Daktronics), or (b) collected, downloaded, or otherwise received by Daktronics or the Software Services for User. A reference to “User Data” will be deemed to include Purchaser Data.

2 Subscription Service and Restrictions. Purchaser agrees that its purchases of the Software Services are not contingent on the delivery of any future functionality or features. Subject to the terms and conditions of this SaaS Agreement, Daktronics hereby grants to Purchaser a limited, non-exclusive, non-transferable, non-assignable right during the Term, to access and use the Software Services solely for internal business purposes in accordance with any applicable documentation (“Subscription”). User will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services; (ii) modify, translate, or create derivative works based on the Software Services; (iii) remove any proprietary notices from the Software Services or any other Daktronics materials furnished or made available hereunder; (iv) publish or disclose to third parties any evaluation of the Software Services without Daktronics' prior written consent; (v) use the Software Services in automatic, semi-automatic or manual tools designed to create virus signatures, virus detection routines, or any other data or code for detecting malicious code or data; or (vi) use the Software Services in order to harass, threaten, or otherwise violate the rights of any person. Except for features of the Software Services specifically designed to allow third-party access, User will not (i) authorize a third-party to use the Software Services, or (ii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Software Services

3 Support and Maintenance. Daktronics shall:

- 3.1 Use commercially reasonable efforts to make the Software Services available 24 hours a day, 7 days a week in accordance with the Software Services specifications, except during (i) regularly scheduled updates as posted on the login page or elsewhere communicated through the Software Services, or (ii) critical updates or patches which affect the security of the Software Services.
- 3.2 Provide online access to technical support bulletins and other User support information.
- 3.3 Daktronics will not materially decrease the overall security of the Software Services.
- 3.4 Subject to Sections 4 and 6 below, maintain core functionality of the Software Services; provided user interface for functionality may change over time.

4 Changes/Upgrades. Daktronics may from time to time make material enhancements and changes to the Software Services. In the event of such enhancements or changes, the new version of the Software Services will include the core functionality, level, and quality of Software Services that User previously received and will continue to comply with all the requirements of this SaaS Agreement. If any change reveals material adverse effects on functionality or operation of the Software Services, including, but not limited to, a failure to comply with the requirements of this SaaS Agreement, or compatibility with User’s business or regulatory requirements, including without limitation hardware, software or browser configurations, and Daktronics is unable or unwilling to revert to the previous version or

DAKTRONICS FRAMEWRX SOFTWARE AS A SERVICE AGREEMENT

otherwise cure the material adverse effects within thirty (30) days of receipt of written notice, User may in its sole discretion cancel this Subscription. If User cancels the subscription under this provision, User will be entitled to a pro-rated return of any pre-paid fees for the unpaid portion of the subscription Term. This is User's sole and complete remedy.

5 **Term.** The initial term of this SaaS Agreement commences as of the date User is granted access and will continue for the term set forth in the Separate Agreement unless and until terminated as provided under this SaaS Agreement (the "**Initial Term**"). This SaaS Agreement shall automatically renew for additional successive one-year terms (each a "**Renewal Term**") unless User provides written notice to Daktronics of its intent not to renew at least thirty (30) days prior to the expiration of the then pending term (the Initial Term together with any Renewal Terms is referred to as the "**Term**").

6 **Termination.**

6.1 **Termination for Cause.** Either party may terminate this SaaS Agreement, by written notice to the other party, if the other party materially breaches this SaaS Agreement and such breach remains uncured thirty (30) days after the breaching party receives written notice thereof. Daktronics may suspend or terminate access to the Software Services, at its sole option, with or without notice to User if: (i) any payment is delinquent by more than thirty (30) days, or (ii) if User breaches Paragraph 8.2 (Third-Party Data Services) or Section 2 (Subscription Service and Restrictions) of this SaaS Agreement. Daktronics shall not be liable to User or any third party for suspension or termination of User's access to, or right to use, the Software Services under this SaaS Agreement.

6.2 **Termination for Convenience.** Daktronics may, in its discretion, terminate or discontinue any feature or Software Services upon twelve (12) months prior written notice. In such case, Daktronics will reimburse the User a pro-rated portion of any Subscription Fee paid for any portion of the Term remaining after the end-of-life date. The foregoing is the User's sole and complete remedy in the case such services are terminated early due to end of life. Notwithstanding the foregoing, the User is not entitled to the return of any Subscription Fee unless such Fee is expressly detailed and valued in the Separate Agreement. For purposes of clarification, where the Subscription Service Fee is part of a lump sum price of an equipment system sale or extended service agreement, no refund is permitted.

6.3 **Effects of Termination.** Upon and after the termination or expiration of this SaaS Agreement, User shall pay to Daktronics all charges and amounts due and payable to Daktronics on a pro-rata basis up to the date of termination or expiration. Upon the effective date of expiration or termination of this SaaS Agreement for any reason, whether by User or Daktronics, User's right to use the Software Services shall immediately cease. Upon expiration or termination, Daktronics may destroy and erase any User provided content.

7 **Fees**

7.1 **Payment Terms.** User shall pay the fees for the Initial Term in the amount and at the times set forth in the Separate Agreement, in accordance with the billing terms set forth in the Separate Agreement ("Initial Subscription Fee"). Unless otherwise provided in the Separate Agreement, User shall pay the fees for any Renewal Term prior to the commencement of the Renewal Term and in the amount prescribed by paragraph 7.2 below ("Renewal Subscription Fee"; the Initial Subscription Fee together with any Renewal Term Subscription Fee is referred to as the "**Subscription Fee**"). Except as otherwise provided in this SaaS Agreement, the Subscription Fee is non-refundable. In addition to such fees, User shall pay all applicable sales, use and other taxes or duties (excluding taxes based on Daktronics' net income). Purchaser may pay the Subscription Fee with a credit card, debit card ACH, or any other mutually agreed upon payment method. Purchasers that elect to pay the Subscription Fee via credit card shall designate a credit card for Daktronics to charge. Daktronics shall then automatically charge said credit card for the applicable Subscription Fee at the beginning of Term and of each Renewal Term. Again, if Purchaser elects to pay the Fees via credit card, PURCHASER'S PAYMENT METHOD WILL BE AUTOMATICALLY CHARGED THE SUBSCRIPTION FEE AT THE BEGINNING OF EACH RENEWAL TERM. Daktronics may charge the credit card that Purchaser designated without further authorization from Purchaser until the Software Services are terminated or Daktronics receives written notice from Purchaser.

7.2 **Fees During Renewal Terms.** Unless otherwise provided in the Separate Agreement: (i) Daktronics fees are fixed during the Initial Term, and (ii) the fee for any Renewal Term will be at the then-current rate.

8 **Data.**

8.1 **Ownership of User Data.** Any User may, but is not required to, provide User Data to Daktronics in connection with this SaaS Agreement. As between User and Daktronics, User is and will remain the sole and exclusive owner of all right, title, and interest in and to all User Data, including all intellectual property rights relating thereto, subject only to the limited license granted in the following section. User and Purchaser represent and warrants that User either owns the User Data or has a license and all rights necessary to use the User Data in connection with the Software Services, including without limitation any personally identifiable information contained in the User Data (for example, photographs and recordings of others). User will comply with any Daktronics requirements for User Data. Regarding content scheduling Software Services, User Data that has not been scheduled for use in the previous thirteen (13) month period may be deleted. Daktronics reserves the right to delete User Data or deny any User access to the Software Services in its discretion.

8.2 **Third-party Data Services.** User may be able to purchase or use data, media, or streaming information from third-party providers (Third-Party Data Services), either directly or through Daktronics. Any Third-Party Data Services are governed by their respective separate license terms, and not the terms of this SaaS Agreement, even if Third Party Data Services are provided or bundled with the Software Services. User agrees to hold Daktronics harmless for the accuracy, quality, and content of Third-Party Data, even when such Third-Party Data is purchased through Daktronics.

8.3 **Limited License to Use User Data.** Subject to the terms and conditions of this SaaS Agreement, User hereby grants Daktronics a limited, royalty-free, fully paid up, non-exclusive, license to process the User Data as instructed by User and as reasonably contemplated to provide the Software Services for User's benefit.

- 8.4 Ownership of Daktronics Materials. As between User and Daktronics, Daktronics is and will remain the sole and exclusive owner of all right, title, and interest in and to the Daktronics Software Services and other Daktronics materials furnished or made available hereunder, and all modifications and enhancements thereof, including all rights under copyright and patent and other intellectual property rights relating thereto (the "Daktronics Materials"). This includes, without limitation, Daktronics-provided images, animations, or templates. Daktronics Materials are licensed to Purchaser on a non-exclusive, non-sublicensable, non-transferable, limited basis, and solely for use with the Software Services. Daktronics reserves all rights not expressly granted to Purchaser. There are no implied rights.
- 8.5 Privacy. "Personal Data" is any information that relates to an identified or identifiable natural person, that is considered to be personal data by applicable legislation protecting the privacy rights of individuals with respect to their personal data ("Data Protection Laws"). To the extent that either party receives or provides Personal Data to the other relating to this SaaS Agreement, the parties agree that they will comply with applicable Data Protection Laws, including those regarding Children's Personal Data. Each party will be responsible for providing, obtaining, and maintaining any notices, consents, or approvals necessary to make such Personal Data available to the other for processing or use under such laws. To the extent that Daktronics processes Personal Data of Purchaser or any User, it does so in order to carry out its contractual obligations to Purchaser, or to provide the Software Services or to enhance or improve the Daktronics product or services. More information may be found at <https://www.daktronics.com/en-us/about-us/privacy-notice>.
- 8.6 Interactive Features. The Software Services may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or third-party platforms (hereinafter, "post") content or materials (collectively, "User Contributions"). Any User Contributions are non-confidential and non-proprietary. User grants Daktronics the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such User Contribution. Purchaser and User are responsible for User Contributions, and Purchaser, not Daktronics, is fully responsible for such content, including its legality, reliability, accuracy, and appropriateness. Daktronics is not responsible or liable for the content or accuracy of any User Contributions.
- 8.7 Content Standards. User Contributions and User Data must in their entirety comply with all applicable federal, state, local and international laws, and regulations. Without limiting the foregoing, they must not contain any material which: is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; infringes any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations. Daktronics may, but has no obligation to, remove any content or disable any account, username, password, or other identifier, at any time in our sole discretion for any reason, including if, in Daktronics' opinion, User has violated any Content Standards.
- 8.8 Purchaser Equipment. Purchaser shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Purchaser Equipment"). Purchaser shall also be responsible for maintaining the security of the Purchaser Equipment, Purchaser account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Purchaser account or the Purchaser Equipment with or without Purchaser's knowledge or consent.
- 8.9 Diagnostics. Notwithstanding anything to the contrary, Daktronics shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Software Services and related systems and technologies (including, without limitation, information concerning User Data and data derived therefrom), and Daktronics will be free (during and after the term) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Daktronics offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

9 Indemnification.

- 9.1 Daktronics Indemnification. Daktronics shall defend, indemnify and hold harmless the Purchaser and its respective officers, directors, employees, agents, successors and assigns from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, fines, costs, or expenses of whatever kind (the "Losses") arising out of or resulting from any third-party claim, suit, action or proceeding (each, an "Action") that alleges the Software Services infringe such third party's intellectual property rights under applicable laws of any jurisdiction, provided that Purchaser promptly notifies Daktronics of the claim, cooperates with Daktronics, and allows Daktronics sole authority to control the defense and settlement of such claim; provided however, Daktronics shall have no liability or obligation for any Action or Loss to the extent that such Action or Loss arises out of or results from any alteration or modification of the Software Services by or on behalf of User without Daktronics' authorization or the User's use of the Software Services by User pursuant to this SaaS Agreement in combination with any apparatus, hardware, software or service not provided or approved by or on behalf of Daktronics.
- 9.2 Purchaser Indemnification. Purchaser shall indemnify, defend, and hold Daktronics and each of its officers, directors, employees, agents, successors and assigns harmless from and against all Losses incurred by any of them arising out of or resulting from any Action that arises out of or results from (i) the use, display, modification, manipulation, processing, or storage of any User Data, including without limitation claims that the User Data infringes, misappropriates, or otherwise violates any intellectual property rights or other rights of any third party; or (ii) the use, display, modification, manipulation, processing, or storage of any Third-Party Data; (iii) the breach of any applicable privacy laws (including without limitation the General Data Protection Regulation ("GDPR"), COPPA, and all other applicable privacy laws, whether or not relating to Children), Purchaser's use of the Software Services, or from any User's use of the Software Services.

DAKTRONICS FRAMEWRX SOFTWARE AS A SERVICE AGREEMENT

9.3 Indemnification Claim. At the request of the indemnified party in accordance with paragraphs 9.1 or 9.2 as applicable after any such claims, the indemnifying party, shall at its sole expense defend, all claims, suits or proceedings arising out of the foregoing. The indemnifying party shall be notified promptly of any such claims, suits or proceedings in writing and, if requested to defend said action, given full and complete authority, information and assistance for the defense of same, provided, however, the indemnifying party shall have no authority to enter into any settlement or compromise on behalf of the indemnified party that requires any payment of any amounts other than indemnified amounts or any admission by the indemnified party without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld. In all events, the indemnified party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its expense.

10 Limitations of Liability and Disclaimer.

10.1 EXCLUSION OF INDIRECT DAMAGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR (A) ANY CLAIMS ASSERTING OR BASED ON THE USE, INABILITY TO USE, LOSS, INTERRUPTION OR DELAY OF THE SOFTWARE SERVICES, LOSS OF USE OF FACILITY OR EQUIPMENT, LOST BUSINESS, REVENUES OR PROFITS, LOSS OF GOODWILL, FAILURE OR INCREASED COST OF OPERATIONS, LOSS, DAMAGE OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SERVICE FAILURE, MALFUNCTION, DOWNTIME, SHUTDOWN, SERVICE INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION OR BREACHES IN SYSTEM SECURITY, OR (B) FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS SaaS AGREEMENT OR ITS SUBJECT MATTER, IN THE CASE OF EACH OF CLAUSE (A) AND CLAUSE (B), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE OTHERWISE FORESEEABLE, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL DAKTRONICS LIABILITY EXCEED THE TOTAL AMOUNT OF FEES PAID UNDER THIS SaaS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO DAKTRONICS' LIABILITY.

10.2 DISCLAIMER. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 3, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE SERVICES ARE PROVIDED "AS IS," AND DAKTRONICS DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. DAKTRONICS DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL MEET USER'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. DAKTRONICS SHALL NOT BE RESPONSIBLE FOR ANY LOST, DELETED, OR UNRECOVERABLE USER DATA.

10.3 Beta Testing. Purchaser acknowledges that beta or test versions of the Software Services (each, a "Beta Version") may not perform to the specifications of any final, generally available product. Beta Versions may not operate correctly or may be substantially modified. The Software Services being tested may never be made publicly available and may be discontinued without notice. Daktronics has no obligation to support a Beta Version or update a Beta Version. NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS SaaS AGREEMENT, BETA VERSIONS ARE OFFERED AS-IS AND AT PURCHASER'S AND USER'S SOLE RISK. DAKTRONICS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO BETA VERSIONS OF THE SOFTWARE SERVICES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. User acknowledges that any information User provides in connection with beta testing may be disclosed at Daktronics' discretion. User hereby grants to Daktronics a perpetual, irrevocable, worldwide, royalty-free license to use all comments, feedback, and ideas User may share with Daktronics respecting the Beta Version, without notice or acknowledgment, for any purposes whatsoever, including, but not limited to, developing, manufacturing, and marketing products and services and creating, modifying, or improving products and services. User hereby assigns to Daktronics all rights, title, and interest User may have or develop to inventions that relate to User's participation in a beta test.

10.4 Although Daktronics has no obligation to monitor the use of the Software Services or any User Data, Daktronics may do so and may prohibit any use of the Software Services it believes may be in violation of this Agreement, without liability to any party.

11 Force Majeure. Except for obligations as to payment, neither party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this SaaS Agreement, for any failure or delay in fulfilling or performing any term hereof, to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, or other civil unrest, embargoes or blockades in effect on or after the date of this SaaS Agreement, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, any action taken by a governmental or public authority, or other circumstance beyond a party's reasonable control.

12 Audit Rights. Daktronics may inspect and audit Purchaser's use of the Software Services at any time during or after the Term. If the audit determines that Purchaser's use of the Software Services exceeded the usage permitted by this SaaS Agreement, Purchaser shall pay on demand any amounts due for such excess use of the Software, plus interest on such amounts.

13 Notice. All notices required to be given to Daktronics hereunder must be in writing as follows:

13.1 For a notice of renewal or non-renewal of a Term, or other communication related to the Term or questions about the features, functionality, or access of the Subscription Services, an email may be sent to software.activation@daktronics.com

13.2 All legal claims or other notices must be delivered by hand or deposited by registered or certified mail, with postage and charges prepaid and addressed to (i) Daktronics registered agent, or (ii) at the address set forth below (or at such other address as Daktronics may have specified by notice given to the User):

Attn: General Counsel
201 Daktronics Drive
Brookings, SD 57006
Email: legal@daktronics.com
cc email: Corporate.Admin@daktronics.com

- 14 Compliance with Law. Purchaser represents, covenants, and warrants that Purchaser and Users will use the Software Services only in compliance with (a) applicable laws and regulations, including but not limited to the Children’s Online Privacy Protection Act (“COPPA”) and all other applicable privacy laws. Purchaser acknowledges that the Services are directed to general audiences only and are not targeted to Children. To the extent that Purchaser knows or reasonably should know that the end user is a Child, Purchaser shall make reasonable efforts to provide direct notice of Purchaser’s privacy practices to the Child’s parent. To the extent that Purchaser directly or indirectly collects personal information belonging to Children or uses the Software Services to collect or process a Child’s personal information on Purchaser’s behalf, Purchaser shall obtain verifiable parental consent prior to the collection or processing of the Child’s personal information. Verifiable parental consent shall mean documented, express authorization from the parent of a Child to the collection, use, or disclosure of the Child’s personal information. If Purchaser does not obtain verifiable parental consent prior to the collection or processing of a Child’s personal information, Purchaser shall only use or disclose the Child’s personal information for the limited purposes outlined in 16 CFR § 312.5(c) “Exceptions to Parental Consent.”
- 15 Export Control. Purchaser may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 16 Survival. The rights, obligations and conditions set forth in the following Sections survive termination: Survival, Termination, Data, Indemnification, Limitations of Liability, General Provisions, and any right, obligation, or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this SaaS Agreement, shall survive any such termination or expiration hereof.
- 17 General Provisions. This SaaS Agreement may not be assigned or transferred by User, by merger, operation of law or otherwise, without Daktronics’ prior written consent. Any assignment in derogation of the foregoing is null and void. Daktronics may freely assign or transfer this SaaS Agreement. This SaaS Agreement shall inure to the benefit of each party’s successors and permitted assigns. This SaaS Agreement, including all Amendments hereto, constitutes the entire agreement of the parties to this SaaS Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral. Daktronics reserves the right to update this SaaS Agreement from time to time. User’s continued use of the Software Services indicates User’s acceptance of the most current terms and conditions. This SaaS Agreement is for the sole benefit of the parties hereto and nothing herein shall confer on any other person or entity any right. Any provision of this SaaS Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this SaaS Agreement. In the event of any conflict between the terms of this SaaS Agreement and the terms of any other agreement, the terms of this SaaS Agreement shall control except as otherwise provided herein. No waiver under this SaaS Agreement will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the party granting such waiver in any other respect or at any other time. Any delay or forbearance by either party in exercising any right hereunder will not be deemed a waiver of that right. This SaaS Agreement and all related documents, and all matters arising out of or relating to this SaaS Agreement, are governed by, and construed in accordance with the laws of the State of South Dakota without regard to its conflict of laws provisions. The Uniform Computer Information Transactions Act does not have any application to this SaaS Agreement. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this SaaS Agreement or the transactions contemplated hereby.