

**MARKETING SERVICES/COMMISSIONS AGREEMENT BETWEEN  
PLANO I.S.D. AND DAKTRONICS, INC.**

THIS AGREEMENT is made this \_\_\_\_\_ day of March, 2007 by and between Plano Independent School District. (hereinafter the "Customer"), and DAKTRONICS, INC., (hereinafter "Daktronics").

Based upon discussions between Daktronics and Customer, and upon continued investigations of marketing opportunities relating to Customer's venue, Daktronics and Customer agree to the terms and conditions set forth herein.

1. Project Objectives. The objectives of the parties to this Agreement are to:
  - a. Assist in securing funds (revenues) for Customer to recoup part of the purchase price for the equipment (the "Equipment") directly from Daktronics agreed to in Daktronics Quote 205432-1 rev 2 and any other equipment, advertising panels and value-added components purchased by Customer or supplied by Daktronics as part of this Marketing Services/Commission Agreement that are agreed-to by both parties plus achieve net revenues referenced in Section 8 of this Agreement, detailed below. Customer is responsible for providing game day support, creation of ProStar/ProAd content, etc.
  - b. Conclude Daktronics' initial marketing presentations on or before 30 June 2007 after achieving mutually agreed upon revenue objectives.
2. Term. This Agreement shall be for a term of Five (5) years. This Agreement shall commence effective as of 20 March 2007 and shall terminate on 19 March 2012.
3. Consideration: Customer acknowledges receiving good and valuable consideration from Daktronics for its obligations hereunder, said consideration including, but not being limited, to:
  - a. The efforts of Daktronics Sports Marketing, a division of Daktronics, to market and sell advertising and make presentations to potential Advertisers; and,
  - b. Investigate various marketing opportunities relating to Customer's venue and add ancillary signage with a value of up to \$50,000.
4. Advertising Subject to Fees or Commissions. Daktronics shall be entitled to a commission, subject to the agreed upon commission structure referenced in Section 8 of this Agreement, detailed below, for all of the following Advertising Agreements and Renewals:
  - a. All revenues from Advertising sold with verbal commitment and pending signature, or signed Agreements to date, as per Attachment A (hereinafter the "Existing Advertisers") will be exclusively included and dedicated towards this project and, therefore, will be included in the revenue totals and subject to the agreed upon commission structure except for the Exclusive Beverage Provider.

- b. All revenues from presentations made to potential Advertisers (those companies presented to and pending decision), as per Attachment B (hereinafter the "Potential Advertisers") will be exclusively included and dedicated toward this project and, therefore, will be included in the revenue totals and subject to the agreed upon commission structure.
  - c. All revenues from any and all Advertising Renewals occurring during the term of this Agreement shall be included and dedicated toward this project and therefore, will be included in the revenue totals and subject to the agreed upon commission structure.
5. Conclusion of Presentations. Daktronics will conclude initial presentations to potential advertisers on or before 30 June 2007, unless otherwise requested by Customer and agreed upon, in writing, by and between both parties. Daktronics will supply up to Twenty-Five Sales Prospectus to the Customer at no charge after the initial presentations conclude and make a good faith effort to assist in sales calls as requested in writing, by Customer, throughout the term of this agreement.
6. Advertising Agreements. All Advertising Agreements will be by and between the Advertiser and Customer. Daktronics requests a copy of all executed advertising agreements that are included and dedicated toward this project.
7. Records and Accounting. During the entire term of this agreement, the Customer shall maintain separate, accurate and complete business accounting records reflecting all Advertising Agreements and revenues thereof, receipts, and other income/revenues associated with Customer's activities and operations undertaken as a result of this Agreement. Customer shall furnish, in a format reasonably acceptable to Daktronics, an accounting on an annual basis, detailing all of the Customer income and revenues of any kind and/or type associated with this Agreement. Daktronics shall have the right, at its expense and at reasonable times, to examine and copy all, or portions of such business and accounting records. Daktronics will maintain separate, accurate and complete records regarding contacts and presentations made to potential advertisers. Such records shall include, at a minimum, the date of the contact or presentation, the name of the Daktronics representative(s) making such contact or presentation, the name of the potential advertiser, the name(s) of the representative(s) of the potential advertiser to whom the presentation or contact was made, and a summary of the substance of the contact or presentation.
8. Payment of Commissions. As consideration for Daktronics' marketing services hereunder, Daktronics shall earn a One Hundred percent (100%) commission on all gross sponsorship dollars and/or revenues sold and contracted for on this project up to the value of the signage referenced in Paragraph 3.b., above, a Twenty-five percent (25%) commission on all gross sponsorship dollars and/or revenues sold and contracted for on this project from in excess of the amount provided in 3.b., above, regardless of who finalizes the sales and contractual agreements. Any and all annual Daktronics commission payments earned in any given year, hereunder shall be paid by Customer to Daktronics on or before 31 July of each Agreement Year.

9. Early Termination. In the event of the early termination of this Agreement by (a) Daktronics due to a default of Customer hereunder; or, by (b) Customer for any reason other than default by Daktronics; Daktronics shall have the right to be paid all future payments and amounts which would accrue hereunder over the remainder of the term, including marketing fees and commissions, based upon any and all Advertising Agreements in effect as of such termination, as they would normally become due under this Agreement.
10. Taxes. Customer, as a political subdivision of the State of Texas, is not liable for any taxes relating to the purchase of the Equipment, including excise, use, sales, property or advertising tax.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

**DAKTRONICS, INC.**

By \_\_\_\_\_  
Authorized Company Manager

Dated \_\_\_\_\_

**Contact Information:**

Daktronics Sports Marketing, A Division of Daktronics, Inc.  
331 Thirty Second Avenue  
Brookings, SD 57006-5128  
Attn: DSM Business Manager  
Phone: 605.697.4008 Fax: 605.697.4700

**CUSTOMER:**

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name of Authorized Party

Dated \_\_\_\_\_

**Contact Information:**

Company/Department:  
Address 1:  
Address 2:  
City/State/Zip Code  
Phone:  
Fax:  
Email:

**ATTACHMENT A**  
EXISTING ADVERTISERS

**ATTACHMENT B**  
POTENTIAL ADVERTISERS

Customer will approve all prospective advertisers prior to sales presentations.