

## ADMI Profitability System (APS) Agreement

THIS AGREEMENT is entered into by and between ADMI, a Michigan corporation, whose principal office is located at 411 Huron View Boulevard, Suite 202, Ann Arbor, Michigan 48103 (hereafter referred to as "ADMI") and the undersigned dealership (the "Dealer").

### RECITALS

**WHEREAS**, ADMI has developed and is administering a parts inventory management program called ADMI Profitability System (APS) for use by certain dealerships;

**WHEREAS**, Dealer has enrolled in the APS Program in accordance with the terms and conditions of the APS On-Line Enrollment; and

**WHEREAS**, the parties have entered into this Agreement to memorialize the terms under which ADMI will provide Dealer with the consulting services contemplated under the APS Program.

**NOW THEREFORE**, it is agreed as follows:

1. **ADMI Profitability System On-Line Enrollment.** Contemporaneous with the execution of this Agreement, Dealer shall execute the ADMI Profitability System On-Line Enrollment. The terms set forth herein and in the ADMI Profitability System On-Line Enrollment shall be binding on ADMI and Dealer.
2. **Role of ADMI.** Dealer acknowledges that under the APS Program ADMI is functioning solely as a consultant and, in that role, ADMI will collect data and monitor, analyze and report performance as described in the ADMI Profitability System On-Line Enrollment. Dealer acknowledges that ADMI does not guaranty or warrant any results and that Dealer will at all times remains responsible for actual performance.
3. **Accuracy of Data.** Dealer acknowledges that ADMI will rely on the accuracy of the data provided to it by Dealer and agrees that ADMI shall not under any circumstances be responsible for inaccurate, incomplete or untimely inventory activity data reporting. ADMI will endeavor to report to Dealer any instances of inaccurate, incomplete or untimely inventory activity data reporting if the same become known to ADMI.
4. **Confidentiality.** ADMI agrees that it will maintain the confidentiality of all performance data provided to it directly by Dealer or from third party sources on behalf of Dealer. Notwithstanding the foregoing, Dealer authorizes ADMI to share such data with whom they designate on dealership's behalf. ADMI agrees to maintain confidentiality of all information in accordance with all federal, state and local privacy laws, including without limitation, Gramm-Leach Bliley.
5. **Limitation of Damages.** The liability, if any, of ADMI and its agents, servants, representatives, and employees with regard to any claims, costs, damages and/or losses for which they may be legally liable, whether arising in negligence or other tort, contract, or otherwise, shall not exceed in the aggregate the sums paid by Dealer for participating in the APS Program. In no event shall ADMI or its agents, servants, representatives, or employees be liable for indirect, special, or consequential damages.

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### 6. Dealer Responsibilities:

- **Communications.** Dealer agrees to communicate with ADMI and their assigned Business Improvement Specialist (BIS) as necessary for program sustainability.
- **Business Plan.** Dealer agrees to adhere to the APS Program Business Plan as agreed to by all parties during the launch of each program phase.
- **ADMI Profitability System Training Processes.** Dealer agrees to perform all reasonable tasks as scheduled, including communications, maintenance and report generation/transmission as tasked by their Business Improvement Specialist (BIS).

### 7. Miscellaneous Provisions.

- **Governing Law.** This Agreement shall be governed by, construed and enforced in all respects in accordance with the laws of the State of Michigan.
- **Entire Agreement.** This Agreement supersedes in all respects all prior discussions, correspondence and agreements among the parties hereto in respect of the subject matter hereof and constitutes the entire agreement between the parties. There are no other commitments or agreements binding the parties other than those set forth herein and in the APS On-Line Enrollment executed contemporaneously herewith.
- **Binding Agreement.** This agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.
- **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first-class postage prepaid, to a party at its last known address.

ADMI

By: Terry Miller

Its: V.P. Managed Inventory Solutions