

## Digital Signage Purchase and Service Based Model Services Agreement

---

### TERMS AND CONDITIONS:

This Digital Signage Purchase and Service Based Model Services Agreement consists of the Cover Page executed by Bluewater and Dealer, these Terms and Conditions and the attached Exhibits (collectively, this “*Agreement*”).

1. **DEFINITIONS.** The following terms shall have the meaning set forth below:

“***BARS***” means General Motors’ BARS billing system.

“***Content***” shall mean marketing content received or otherwise approved by General Motors and published by Bluewater in the Digital Signage, and any related update which may be furnished by General Motors to Bluewater in accordance with the terms of this Agreement.

“***Cover Page***” means the first page of this Agreement to which these Terms and Conditions are attached.

“***Dealer***” is the party set forth on the Cover Page, who operates an automobile dealership that sells vehicles manufactured by General Motors.

“***Digital Signage***” shall mean either PBM Display(s) and/or SBM Display(s), which consists of the Hardware and related accessories and components in which Bluewater has or will publish the Content, and which are or will be installed by Bluewater at Dealer’s Location set forth on the Cover Page.

“***Direct Invoice***” has the meaning set forth in Section 5.e. below.

“***General Motors***” means General Motors Holdings, LLC.

“***Hardware***” is described in the attached Exhibit A.

“***Location***” has the meaning set forth on the Cover Page.

“***Monthly Fees***” has the meaning set forth on the Cover Page.

“***PBM Display(s)***” has the meaning set forth on the Cover Page.

“***Proprietary Information***” is the confidential and valuable information of the respective parties which the parties desire to protect against disclosure or competitive use and which is either in written form and designated as proprietary or confidential or is disclosed orally and under the circumstances a reasonable person would consider the information confidential, as well as the terms of this Agreement and any fees (including but not limited to the Monthly Fees defined above) charged by Bluewater to Dealer.

“***SBM Display(s)***” has the meaning set forth on the Cover Page.

“***Services***” has the meaning set forth in Section 2 below.

“***Tax(es)***” shall include but not be limited to federal and state taxes or royalties, or know-how payments, customs, privilege, excise, sales, use, value-added and property taxes and/or duties.

## Digital Signage Purchase and Service Based Model Services Agreement

---

2. **SERVICES.** Dealer hereby engages Bluewater and Bluewater hereby agrees (subject to the terms and conditions set forth herein), to provide Services relating to the Digital Signage, as more specifically described in Exhibit B attached hereto ("**Services**") in accordance with the terms of this Agreement. Dealer acknowledges and agrees that Bluewater's provision and performance of the Services is dependent and conditioned upon Dealer's full performance of its obligations described in this Agreement, including but not limited to, providing safe, timely and unobstructed access to any Digital Signage at the Location during days and times mutually agreed upon by the parties.

3. **LOCATION OF DIGITAL SIGNAGE.** Bluewater has or will install the Digital Signage at the Location in areas that are designated by Dealer and approved by Bluewater. Dealer will provide timely, safe and unobstructed access to the installation location and adequate and appropriate electrical and other services for the successful operation of the Digital Signage (at no charge to Bluewater). Dealer shall not, at any time whatsoever, move the Digital Signage, or permit any party other than a Bluewater technician to move the Digital Signage from its current installation location.

4. **MONTHLY AND OTHER FEES.** Dealer shall pay Bluewater the Monthly Fees described on the Cover Page in accordance with Section 5 below, as satisfactory consideration for the Services. Commencing on the Third Anniversary Date (defined in Section 6.b. below), and on each anniversary date thereafter, Bluewater may increase the Monthly Fees by up to 5% of the preceding year's Monthly Fees upon sixty (60) days prior written notice to Dealer. For any services rendered outside of Bluewater's obligations pursuant to this Agreement, Bluewater shall invoice Dealer separately. If Dealer requests on-site support and Bluewater does not reasonably believe that such support is required to resolve the problem, in addition to the Monthly Fee, Dealer will pay reasonable travel expenses for the Bluewater representative, in addition to the applicable time and material charges, irrespective of whether work is performed following the arrival of the Bluewater representative.

5. **PAYMENT TERMS.**

a. **BARS Invoices.** Except as provided in Section 5.b. below: (i) Bluewater will provide Dealer with an invoice for each payment of Monthly Fees and other amounts due under this Agreement through BARS ("**BARS Invoice**"); and (ii) Dealer shall pay all amounts due to Bluewater under each BARS Invoice through BARS in accordance with Section 5.c. below.

b. **Direct Invoices.** If at any time Bluewater is unable to collect any amounts due hereunder through BARS, whether because Dealer's account with BARS is closed or is not funded, or for any other reason, Bluewater shall invoice Dealer directly ("**Direct Invoice**"). Dealer shall pay each Direct Invoice directly to Bluewater in accordance with Section 5.c. below. If Bluewater has not received payment from Dealer for any amounts described in a Direct Invoice on or before the due date, interest shall accrue on those amounts that are past due at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is lower, calculated from the date such amount was due until the date that payment is received by Bluewater.

c. **Payments.** Dealer shall pay the amounts due under each BARS Invoice and Direct Invoice within 30 days from the invoice date unless otherwise specified in the applicable invoice or otherwise agreed to by Dealer and Bluewater in writing.

d. **No offsets.** Dealer shall pay all amounts due to Bluewater hereunder without offset for any amounts alleged to be owed (or to become due and owing) to Dealer by Bluewater.

e. **Taxes and Other Charges.** Dealer is responsible for all applicable taxes, levies, import duties, and other charges associated with the Services and any other services provided by Bluewater, except for taxes on Bluewater's income.

## Digital Signage Purchase and Service Based Model Services Agreement

---

f. Adjustments and Prorations. Any adjustments or prorations required due to the commencement or termination of this Agreement partway through a billing cycle will be calculated daily, based on the actual number of days in the relevant month.

g. Errors. Dealer is responsible for reviewing every BARS Invoice and Direct Invoice received by Dealer. If Dealer believes there is an error on any one or more BARS Invoice and/or Direct Invoice, Dealer must inform Bluewater of such error in writing within thirty (30) days after the error first appears on the invoice(s). If Dealer fails to inform Bluewater of such error in writing within the time period specified above, Bluewater shall not be liable to Dealer for such error.

6. **TERM AND TERMINATION.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated as follows:

a. Dealer Termination. Dealer may terminate this Agreement at any time, for any reason or no reason, with thirty (30) days' written notice to Bluewater.

b. Bluewater Termination. From the Effective Date until the third (3<sup>rd</sup>) anniversary date following the Effective Date ("***Third Anniversary Date***"), Bluewater may not terminate this Agreement except for Cause, in which case, Bluewater may terminate this Agreement immediately by providing written notice to Dealer. For purposes of this Agreement, "***Cause***" shall mean: (i) Dealer fails to pay a BARS Invoice or a Direct Invoice within five (5) days of its due date; (ii) Dealer fails to cure any other asserted material breach of this Agreement within thirty (30) days after Bluewater's written notice to Dealer; (iii) Dealer ceases operation of its business or sells the dealership operating from the Location to another party, unless Dealer assigns this Agreement in accordance with Section 14 below and such third party assumes the obligations hereunder; (iv) Dealer does not accept an upgrade or replacement Digital Signage from Bluewater; or (v) Dealer initiates voluntary bankruptcy or comparable proceeding, or if any such proceeding is instituted against Dealer (and not dismissed within sixty (60) days thereafter).

### 7. **EFFECT OF TERMINATION.**

a. Generally. If either party terminates this Agreement in accordance with Section 6 above, Bluewater shall continue to provide the Services until the termination date and Dealer shall pay all amounts due and owing, but not yet paid, through the termination date.

b. Termination Before the Third Anniversary Date.

i. Termination Fee. In the event Dealer has elected to receive SBM Digital Signage and either: (A) Dealer terminates this Agreement at any time before the Third Anniversary Date, or (B) Bluewater terminates this Agreement for Cause before the Third Anniversary Date, Dealer shall pay a termination fee equal to the Monthly Fee amount multiplied by 36 months minus the amount of Monthly Fees Dealer has paid to Bluewater from the Effective Date through the termination date of this Agreement ("***Termination Fee***"). Subject to Section 8 below, the Termination Fee shall be paid in accordance with Section 6 above. Notwithstanding the foregoing, the above Termination Fee shall only be charged if Dealer has elected to receive SBM Display(s). In the event Dealer has elected to receive PBM Display(s) and this Agreement terminates at any time for any reason, Dealer shall not be required to pay a Termination Fee.

ii. Removal of Digital Signage. In the event Dealer terminates this Agreement before the Third Anniversary Date, and provided that Dealer is not in breach of this Agreement, Dealer may, within ten (10) days following the termination date, provide a

## Digital Signage Purchase and Service Based Model Services Agreement

---

written request that Bluewater remove the Digital Signage from the Location and Bluewater shall remove the Digital Signage within thirty (30) days following Dealer's written request. The removal of the Digital Signage by Bluewater shall be conditioned upon Dealer providing Bluewater with safe, timely and unobstructed access to the Digital Signage necessary for such removal. If Dealer requests that Bluewater remove the Digital Signage pursuant to the terms of this Section, Bluewater may charge a reasonable removal fee, to be determined based on the scope of work required at the time of removal.

c. Termination After the Third Anniversary Date. From and after the Third Anniversary Date, Bluewater may terminate this Agreement at any time, for any reason or no reason, with thirty (30) days' written notice to Dealer. In the event this Agreement is terminated by Dealer or Bluewater at any time from and after the Third Anniversary Date, Dealer shall not be required to pay Bluewater the Termination Fee, and Bluewater shall not be required to remove the Digital Signage from the Location.

8. **DEFAULT.** If Dealer does not pay any amounts required under this Agreement promptly when due or is otherwise in breach of any of the other terms of this Agreement, Bluewater may exercise the following rights: (a) refuse to provide Services to Dealer; (b) declare all outstanding amounts immediately due and payable; and/or (c) pursue any and all other rights and remedies available to Bluewater under this Agreement, in law or in equity. In the event of a default, Dealer agrees to pay Bluewater's collection costs and/or any other costs necessary to enforce the terms of this Agreement, including reasonable attorneys' fees. All remedies under this Agreement, at law and in equity are cumulative and non-exclusive.

9. **USE OF SUBCONTRACTORS.** Bluewater may subcontract the Services to be performed under this Agreement. Bluewater will be responsible for any physical damage caused by its subcontractors at the Location while performing the Services.

10. **WARRANTY DISCLAIMER.** BLUEWATER SHALL PERFORM THE SERVICES IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH RECOGNIZED INDUSTRY STANDARDS AND PRACTICES. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS AGREEMENT, BLUEWATER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

11. **REPAIR/REPLACEMENT/UPDATE OF DIGITAL SIGNAGE.**

a. Replacements/Updates. Bluewater will replace and/or update the SBM Display(s) at least once every five (5) years following the Effective Date, or more often at Bluewater's election. Bluewater may also update the content of the SBM Display(s) as requested by General Motors from time to time. If, however, Dealer has elected to receive PBM Display(s) instead of SBM Display(s), Dealer shall be obligated to pay for any replacements, upgrades and/or updates to the PBM Display(s).

b. Dealer's Responsibilities. Dealer shall not, at any time whatsoever, modify or attempt to repair, or permit any person other than a Bluewater technician to modify or attempt to repair, any Digital Signage. Dealer hereby assumes and shall bear the entire risk of loss, theft or destruction of or damage to the Digital Signage for any cause whatsoever outside of normal wear and tear (which is covered by the Services), whether or not such loss or damage is covered by insurance. No such loss or damage shall relieve Dealer of any of its obligations under this Agreement. In the event any Digital Signage is stolen, destroyed or damaged (beyond normal wear and tear) at any time, Bluewater will replace or repair the Digital Signage and Dealer shall be responsible to pay an additional fee equal to the replacement cost of the Digital Signage (at the then-current cost of the Digital Signage), as well as costs relating to the installation of the Digital Signage and/or repair fees at rates then being charged by Bluewater.

## Digital Signage Purchase and Service Based Model Services Agreement

---

12. **PROTECTION OF PROPRIETARY INFORMATION.** Dealer and Bluewater shall each safeguard the other's Proprietary Information in the same manner as they safeguard their own valuable proprietary information. Each of the parties acknowledges that the other's Proprietary Information constitutes such party's valuable proprietary information and trade secrets. Each of the parties expressly agrees and acknowledges that it is entering into this Agreement, and providing the other party copies of its Proprietary Information hereunder, in reliance upon the other's foregoing promise of confidentiality. The parties shall only disclose or otherwise allow access to the Proprietary Information of the other party, to employees or contractors who have a need to obtain access thereto in order to give effect to the rights granted to Dealer under this Agreement, and are legally bound to maintain the proprietary and confidential nature of such materials under a written agreement. Any provisions herein concerning non-disclosure and non-use of confidential information of a party shall not apply to any such information which (a) is already rightfully known to the other party when received, (b) is or becomes publicly known through publication or otherwise and through no wrongful act of the other party, (c) is received from a third party without similar restriction and without breach of this Agreement, (d) is approved for release or use by written authorization of the other party, (e) is required to be disclosed pursuant to any government statute, regulation or order, provided that the receiving party shall advise the disclosing party of such request in time for the disclosing party to apply for legal protection.

13. **LIMITATION OF LIABILITY.** Neither Party shall be liable to the other party or any third party for any liquidated, indirect, consequential, exemplary or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement or the use or inability to use the Digital Signage or Content, even if the applicable party has been advised of the possibility of such damages. Neither party shall have any liability whatsoever to any third party, including but not limited to, the other party's clients/customers. In no case shall Bluewater's aggregate liability for all matters arising out of the subject matter of this Agreement, whether in contract, tort or otherwise, exceed the amounts actually received by Bluewater under this Agreement. No action arising under this Agreement may be brought by either party more than two years after the date on which the claim arose.

14. **MISCELLANEOUS.** This Agreement shall be governed by and construed according to the laws of the State of Michigan. All actions arising directly or indirectly out of this Agreement shall be litigated only in the Oakland County, Michigan Circuit Court or the United States District Court for the Eastern District of Michigan, and each party hereby irrevocably consents to the personal jurisdiction and venue of these courts. This Agreement constitutes the entire Agreement between the parties and may not be modified except in writing signed by duly authorized officers of Bluewater and Dealer. Any provisions of any document submitted by Dealer that are in addition to or in conflict with this Agreement shall be void. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior consent; provided, however, either party may assign this Agreement in its entirety without the other party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any purported assignment of rights in violation of this Section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**Digital Signage Purchase and Service Based Model Services Agreement**

---

**Exhibit A****Hardware****Showroom**

0	85/75/65" Display
0	Media Player
0	Misc. Hardware, Mounts and cables

**Lounge**

0	65" Display
0	Media Player
0	Misc. Hardware, Mounts and cables

**Service**

0	55" Display
0	Media Player
0	Misc. Hardware, Mounts and cables

## Digital Signage Purchase and Service Based Model Services Agreement

---

### Exhibit B Services and Response Process

#### Services:

1. Except as provided herein, Bluewater will repair/replace of any damaged Digital Signage under this Agreement.
2. Media players other than Chromebox units will be replaced. Non-Chromebox units are no longer supported.
3. All repairs and replacements will be performed with new (when available) or, if necessary, remanufactured parts and components as decided by manufacturer partners.
4. Coverage will include:
  - a. All materials and parts for manufacturer warranty/covered equipment.
  - b. All ground shipping costs.
    - If any materials or parts are requested by Dealer to be shipped via Expedited/Overnight shipping, or if Bluewater must ship materials or parts via Expedited/Overnight shipping in order to meet a Dealer requested deadline, then Dealer shall be responsible for such Expedited/Overnight shipping costs.

#### Process for Reporting Issues:

1. Bluewater Help Desk requests can be phoned or emailed into Bluewater Managed Services as follows:
 

**877-203-4664, provide BAC # and description of issue.**

**Gmdigitalsignage@Bluewatertech.com, provide BAC # and description of issue.**
2. Dealer must contact Bluewater Help Desk for ticket creation and attempt remote troubleshooting.
3. Bluewater Support Team will provide a ticket number and attempt to resolve the issue remotely.
4. When remote troubleshooting is not successful, Bluewater will dispatch a technician for items other than DMP failures with the exception of newer Chromebox players.
  - a. MediaView and Edge player failures that are not fixed via remote support will require a DMP upgrade to the current Chromebox player.
5. Bluewater will perform onsite diagnostics and troubleshooting, and perform onsite repairs and adjustments in an effort to correct the reported issue and restore system operations.
6. Bluewater will copy General Motors ([gmdi.support@gm.com](mailto:gmdi.support@gm.com)) on any/all emails to and from Dealer while scheduling a technician and/or negotiated contracts

#### Response Times:

4-hour call back/email response; if on-site service is necessary, a Bluewater technician will be on site within 3-5 business days following Dealer's report of an issue, pending Dealer availability. If safe and unobstructed access to the Location and the Digital Signage is not readily available, the call response time to the site may be delayed.

#### Manufacturer's Warranty:

Bluewater shall not be responsible for any manufacturer warranties; however, any Hardware or components furnished by Bluewater that are covered under the manufacturer's warranty shall be assigned (to the extent assignable and Bluewater will assist Dealer with the facilitation of exercising a warranty claim. Dealer may refer to Samsung's manufacturer's warranty at the following sites:

## Digital Signage Purchase and Service Based Model Services Agreement

---

<http://www.samsung.com/au/support/warranty/commercial.html>

### Dealers Obligations during the Agreement Period:

1. Equipment Maintenance and Alterations
  - Dealer may not alter, repair or modify the equipment or wiring interconnections except as expressly directed by Bluewater service personnel.
  - The Dealer must operate equipment as detailed in the user operation manuals provided by the manufacturer with the equipment and GM.
  - The Dealer may not add equipment, components, wiring or other parts to covered equipment without written notification to and acceptance by Bluewater.
  - Repair to covered equipment/systems that have been altered or modified without written notification to Bluewater shall be deemed out of warranty and billed at our standard service rate.
2. What is not Covered
  - Failure due to acts of God
  - Failure by abuse
  - Any consequential or indirect damages incurred or suffered by Dealer
  - Damage to Digital Signage caused by image burn
  - Damage or issues following any relocation of, modification of and/or services relating to the Digital Signage by anyone other than a Bluewater technician