LPM
LABOR PROFIT MANAGEMENT

Asset Management Technologies

34801 Chardon Rd. Willoughby Hills OH. 44094
Phone: **888-546-2272**   Email: **info@assettechs.com**
Fax: **440-235-2737**

60-DAY FREE TRIAL

We propose to supply Labor Profit Management, a web-based 12-month software subscription, on a **60-DAY FREE TRIAL** basis, the one-time setup fee of $149.95. Thereafter, a subscription fee of $129.95/month will be charged. Plus sales tax, where applicable.

Customer Information

Co. Name: _____   Owner: _____

Address: _____

City: _____   State: _____   Zip: _____

Phone - Office: _____   Cell: _____

Fax: _____   Email: _____

Implementor: _____   Phone: _____

Shop Management System (ex., NAPA Tracs): _____

Payment Information

☐ MasterCard   ☐ Visa   ☐ Am Ex   ☐ Discover

Credit Card Number: _____

Expiration: _____   CVV Code: _____

Billing Address of Credit Card

☐ Same As Above

Name: _____   Address: _____

City: _____   State: _____   Zip: _____

This Agreement is effective as of the date of approval by Asset Management Technology, Inc. ("AMT"). The initial term of this Agreement shall be 12 months and shall automatically renew for the same period of time at the then-current pricing unless AMT is notified, to the contrary, in writing, 60 days in advance of the expiration of the then current term. No changes can be made to this Agreement without express written consent from one of the principals of AMT. The terms and conditions on the reverse side are part of this Agreement.

Authorized Customer Signature

_____   _____
Signature   Please Print Name

_____   _____
Date   Please Print Title

Office Use Only			
UPL	_____	EX	_____
SET UP	_____	TDS	_____
GG	_____	SCD	_____

TERMS AND CONDITIONS

1. The sole right granted to Customer under this Agreement is a limited, revocable, non-assignable license to access the web-based software "Labor Profit Management" (the "Software"). Customer will not obtain any ownership rights to the Software or any intellectual property therein. Customer has no right to access the source code of the Software or to decompile, deconstruct, or reverse engineer any part of the Software. The Software is the sole property of Asset Management Technologies (AMT), all rights reserved.

2. Interest shall accrue on amounts not paid when due at a rate of 1.5% per month. AMT has the right to suspend access if all amounts are not paid timely. Customer agrees to pay AMT's reasonable attorney's fees incurred in enforcing this Agreement or collecting any amounts due under it.

3. CUSTOMER AND AMT HEREBY WAIVE AND RELEASE ALL CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AGAINST EACH OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT.

4. CUSTOMER AND AMT AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE SUBJECT TO EXCLUSIVE JURISDICTION AND VENUE IN THE LAKE COUNTY COURT OF COMMON PLEAS OR THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO. CUSTOMER AND AMT HEREBY AGREE TO WAIVE THE RIGHT TO A JURY IN ANY SUCH PROCEEDING.

5. LIQUIDATED DAMAGES FOR EARLY TERMINATION
    a. If Customer terminates this Agreement prior to the end of its initial twelve-month term, Customer agrees to pay two month's subscription fee as liquidated damages to AMT.
    b. Customer agrees such amount is a reasonable and fair approximation of the damages AMT would incur and the profits it would lose, and is not a penalty.

6. AMT is not responsible for any interruption in service or access based on Acts of God, strikes, war, terrorism, riots, computer viruses or hackers, network or internet outages or maintenance, weather or other causes beyond its control.

7. Other than the limited money-back guarantee, there are NO OTHER WARRANTIES EXPRESSED OR IMPLIED AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. SEVERABILITY. If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and shall be enforced to the fullest extent permitted by law.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Customer and AMT and supersedes all other written and/or oral agreements. The laws of Ohio shall govern any dispute or controversy between the Customer and AMT as it pertains to this Agreement.