Make Checks Payable to MITCHELL 1

**From the U.S.:** MITCHELL 1 25029 Network Place, Chicago, IL 60673-1250
**Federal ID No.:** 33-0734307

**From Canada:** MITCHELL 1 P.O. Box 15358 Station A Toronto, ON M5W 1C1 Canada
**GST No:** 888262094RT0001

**Correspondence to:** MITCHELL 1 14145 Danielson Street, Poway, CA 92064 Ph# (888) 724-6742

# SHOPKEY ORDER FORM with Order Terms

**ORDER #** _____

NEW ACCOUNT? ☑ Yes ☐ No ☐ Has Info Changed?  SHIP TO ☐ Rep ☑ Customer ☐ Other

| | | | | | |
|---|---|---|---|---|---|
| SHIP TO #: | 750215 | CRP ID: | ASSOC MEMBER #: | PDG or Lead #: | DATE: Mar 6, 2019 |
| CO NAME: | WILLIAMSON COUNTY FLEET SERVICES | | | TM REP: TONIA HAYNES | T#: 1528 |
| ATTENTION: | KEVIN TELLER | | | IND REP: RUSSELL BLANKM | I#: 046969 |
| ST ADDRESS: | 3151 SE INNER LOOP SUITE B | | | SK REP: | R#: |
| CITY, ST, ZIP: | GEORGETOWN TX 78626 | | | DEALER: | D#: |
| PH#: | 512.943.3330 | FAX#: | | EMAIL: | KEVIN.TELLER@WILCO.ORG |

☑ Bill to address is the same? If not, complete the following section.

| | | | | | |
|---|---|---|---|---|---|
| BILL TO #: | | CO NAME: | | Lease Co? ☐ Yes | ☐ No |
| ATTENTION: | | | | | |
| ST ADDRESS: | | | | | |
| CITY, ST, ZIP: | | | | | |

| PRODUCT | | QTY | Subscription NEW | Subscription REN | Code | Term | Price** |
|---|---|---|---|---|---|---|---|
| Select Product | Repair-Connect | 1 | ☑ | ☐ | RCULTRA | 12M | $660.00 |
| | | | ☐ | ☐ | | | |
| | | | ☐ | ☐ | | | |
| | | | ☐ | ☐ | | | |
| | | | ☐ | ☐ | | | |
| Type Other | | | ☐ | ☐ | | | |

***PAYMENT OPTIONS:*** *Terms & Conditions (see End User License Agreement):*
*Customer is responsible for all applicable state or local taxes.*

| | |
|---|---|
| Subtotal | |
| + TAX* if applicable | |
| TOTAL | |

*If tax exempt, you must attach exempt certificate.

**Pricing good for 30 days excluding promotional pricing which expires at the end of the stated promotional period.

**DIRECT DEBIT**

I authorize Mitchell 1 to enroll me in the Direct Debit or credit card payment plan to enable the automatic payment of my Mitchell 1 monthly bill **OR** I agree to change my existing monthly automatic payment by the amount of this order. I authorize the financial institution name below to charge my account for payment of my Mitchell 1 bill.

*Check one of the payment methods below:*

☐ Direct Debit (attach voided check) ☐ Credit Card Card # _____ Exp: _____

Name on Card: _____

Signature: _____ Date: _____

Remit Payment to Mitchell 1.

**FIRST MONTH OR FULL PAYMENT**

☐ Check (Ck # Amt ) ☑ P.O. #

☐ Credit Card Card # Name on Card: Exp:

SPECIAL INSTRUCTIONS: Leadway and Bundle Up! promotion pricing reverts to normal list price after initial contract is complete. ProSpect pricing reverts to normal add-on pricing after initial contract.

THE UNDERSIGNED AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND HAVE RECEIVED AND ACCEPTED THE SNAP-ON ORDER TERMS AND CONDITIONS. IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE RESPECTIVE DATE INDICATED ABOVE. CUSTOMER AGREES TO RECEIVE PROMOTIONAL E-MAILS FROM MITCHELL 1. IF CUSTOMER WOULD PREFER NOT TO RECEIVE PROMOTIONAL E-MAILS FROM MITCHELL 1, PLEASE VISIT OUR WEBSITE www.sktraining.net/unsubscribe TO UNSUBSCRIBE.

End User/Owner Signature | Print Name | Title

**This agreement may be cancelled within 30 days without penalty by calling 888-724-6742.**

Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any voice recorded or electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, telephone recording or e-mail electronic signatures.

1. **Order Forms.** Customer acknowledges and agrees that the Order Form and the registration, payment and other information submitted by Customer on the Order Form is complete and accurate. Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any voice recorded or electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, telephone recording or e-mail electronic signatures. Order Forms for: (a) Products provided electronically, or (2) Services and Products provided electronically, are accepted when Snap-on Diagnostics sends Customer an electronic message confirming the Order Form. All other Order Forms for: (y) Products not provided electronically, or (z) Services and Products not provided electronically, are accepted upon shipment of the Products, licensed FCA shipping point. Order Forms for Services only are accepted when an authorized Snap-on Diagnostics representative signs the Order Form. Any terms and conditions set forth on a purchase order or other written documentation from Customer shall be considered void and of no force and effect.
2. **Services.** The Service(s) unless terminated earlier in accordance with the Agreement, will renew automatically on a month to month basis. 30-day notice is required to cancel during the renewal period. Notwithstanding anything herein to the contrary, if the Order From provides for a promotional term, the "**Initial Term**" and "**Renewal Term**" shall be the promotional term defined in the Order Form. The 30 day notice of cancelation stated above shall apply to any promotional term.

**2.1. M1 Business Performance Services**

**2.1.1. Overview.** If the Services may include Customer Retention Marketing Service Reminders (**"CRM"**), Target Market Promotions (**"TMP"**), **Website** and Data Protection (**"DP"**) and other services that may be offered from time to time as further specified on the Order Form (hereinafter individually or collectively referred to as "Service(s)") **Section 2.1.1** through **Section 2.1.4** apply respectively to the Service(s) selected.

**2.1.2. Customer Retention Marketing Service Reminders.** If Customer selects CRM as set forth on the Order Form, Snap-on Diagnostics agrees to provide the following services:

**(a)** Extract customer and vehicle information from the automotive facilities management system for the use of Marketing Services (defined below).

**(b)** Provide **"Marketing Services"** that include service reminder postcards via mail, e-mail service reminders, and thank you e-mails for new customers. Service reminders via mail and e-mail service reminders are limited to unique vehicle/customer records defined as eligible for solicitation based on the payment level chosen on the Order Form. E-mail service reminders will always be sent when an e-mail address is captured by Snap-on Diagnostics via the extraction process or may be obtained by Snap-on Diagnostics through third party e-mail providers.

**(c)** Manage a database of customer and vehicle information for the Customer.

**(d)** Send customer and vehicle data to print vendor of Snap-on Diagnostics's choice for Marketing Services.

**(e)** Use data hygiene cleansing processes for data integrity and provide a secure environment for customer data storage.

**(f)** Provide Customer technical and customer support for CRM services during the Term of the Agreement.

**(g)** If Customer has opted for service recommendations on the Order Form, such recommendations will be added to service reminder postcards and e-mails. Service recommendations will be pulled from the Snap-on Diagnostics/ShopKey Manager program.

**(h)** If Customer has opted for the Target Market Promotions (**"TMP"**) the data for TMP will be provided either from: (i) the Customer's existing customer database and uploaded for use on mailing campaigns, or (ii) for an additional fee and as indicated on the Order Form, Customer may elect to "rent" a customer mailing list through Snap-on Diagnostics from a Third Party Provider (defined below). If Customer elects to rent a mailing list as provided in this Section **2.1.2 (h)**, such rented mailing list shall be used only for one (1) mailing event and Snap-on Diagnostics is not permitted and will not in any event provide a list of customers included in a rented mailing list. Standard promotional artwork templates are provided. At Customer's option, Snap-on Diagnostics will create custom templates for a one-time fee of $150 for each unique template requested. The $150 charge includes one (1) change or revision to the custom template.

**(i)** Customer opting for eCRM e-mail service can choose from an extensive list of pre-existing text coupon templates with the ability to include their own limited text. These pre-existing text coupons can be updated at any time. Custom graphic coupons are available to customers subscribing to eCRM e-mail service at $150 per request.

**(j)** Customers opting for monthly Postcard service can choose coupons from a large list of coupon design templates and make a maximum of 4 revisions in a twelve (12) month period. Additional custom coupon changes can be completed at $150 per request. There is no limit on switching coupons from the existing coupon template library. Customer opting for Postcard service can choose cover artwork from the existing Snap-on Diagnostics library and receive one (1) custom design per year, and a maximum of two (2) revisions to that custom design. Additional cover art change requests can be completed at $150 per request.

**(k)** The Customer acknowledges that any content pushed to the customer's Facebook page by Snap-on Diagnostics is at Facebook's sole discretion to present.

**(l)** Customers purchasing a **Website** from Snap-on Diagnostics that also include the purchase of a domain name, acknowledges that the purchased domain name will remain Snap-on Diagnostics's property and may or may not be transferred to the customer upon contact cancelation.

**(m)** A **Website** and/or any **CRM** service provided by Snap-on Diagnostics does not include a guarantee of prominent or "first page" search engine results positioning.

**(n)** If Customer has opted for Marketing services, the Customer hereby agrees to pay and be fully responsible for the Google AdWords monthly budget of $200.00, to be paid to Google pursuant to its policies. In the event the Customer fails to pay such monthly budget, Customer understands and agrees that it will still be required to pay the Marketing services monthly Service fee.

**2.1.3. OwnerAutoSite.com** The Customer acknowledges that Snap-on Diagnostics will be posting consumer service history data on behalf of Customer via a unique Internet login, and Customer accepts full responsibility for doing so.

**2.1.4. Snap-on Diagnostics DataProtection Services.** If Customer selects DataProtection Services (DataProtection), Snap-on Diagnostics agrees to provide the following:

**DataProtection Services**.

**(a)** Periodic web based electronic copying and storage of files, including, and limited to, Snap-on Diagnostics/ShopKey shop management product database files.

**(b)** Snap-on Diagnostics customer service personnel to provide web based restoration of electronically stored files, including, and limited to, Snap-on Diagnostics/ShopKey shop management product database files.

**2.2 Subscriptions. The terms below will apply to the Subscription selected by Customer: (i)** Rental. The Subscription Period for this Subscription is effective for an initial term of twelve (12) or twenty-four (24) months following the Commencement Date (**"Initial Rental Subscription Period"**). In addition to the applicable Subscription fees, Customer may be required to pay Snap-on Diagnostics a one-time activation fee to commence the Rental Subscription. The activation fee is non-refundable once the Order Form is submitted to Snap-on Diagnostics unless Snap-on Diagnostics declines to accept the Order Form. Snap-on Diagnostics will bill Customer monthly, with payments due within thirty (30) calendar days following the date of the Snap-on Diagnostics invoice. After the Initial Rental Subscription Period, the Subscription Period for this Subscription will renew automatically on a month to month basis. 30-day notice is required to cancel during the renewal period. A Subscription may not be cancelled during the Initial Rental Subscription Period. Snap-on Diagnostics reserves the right to change pricing upon notice to Customer prior to each Rental Renewal Period. At the end of the Initial Rental Subscription Period or any Rental Renewal Period, Customer must return to Snap-on Diagnostics the Product, any Updates, documentation and all copies thereof and discontinue use of the Product, any Updates and all documentation.

3. **Payments**. As applicable, Customer hereby authorizes Snap-on Diagnostics to charge the Customer Fees to the payment card or checking account number provided by Customer. By submitting a payment card or checking account number as the form of payment, Customer represents and warrants that Customer's use of the particular card or checking account is authorized and that all information submitted is true and accurate (including, without limitation, payment card number and expiration date). In doing so, Customer also authorizes Snap-on Diagnostics to charge to the payment card or checking account tendered all amounts payable by Customer to Snap-on Diagnostics based on the Subscription plan selected (including all renewals thereof), including, but not limited to, all fees and any applicable taxes Snap-on Diagnostics is required to collect. Customer agrees to update its account registration and payment card or checking account information immediately with any change in the payment card information including, but not limited to, any change in expiration date. If Snap-on Diagnostics is unable to process the payment card or checking account at any time, Customer's account may be immediately suspended or terminated and Customer will remain responsible for all amounts payable by Customer to Snap-on Diagnostics. The payment card or checking account issuer agreement governs use of your payment card or checking account and Customer must refer to that agreement with respect to Customer's rights and liabilities as an account holder. If Snap-on Diagnostics does not receive payment from its payment card or checking account issuer or its agent, Customer agrees to pay Snap-on Diagnostics all amounts due upon demand by Snap-on Diagnostics. Snap-on Diagnostics reserves the right to not renew Customer's account at any time for any reason.
4. **Counterparts; Facsimile Signatures.** This Agreement and the applicable Order Form(s) may be executed in one or more duplicate originals, all of which together shall be deemed one and the same instrument. This Agreement and the applicable Order Form(s) shall be binding on the parties through facsimile signatures, with originals to follow by regular mail or overnight courier.
5. **License.**
Subject to the terms and conditions of this Agreement, Snap-on Diagnostics grants to Customer a personal, nonexclusive, nontransferable, limited license to access and use the executable version of the applicable Product during the applicable Subscription Period purchased by Customer solely for the purpose of: (i) providing vehicle mechanical services; (ii) estimating vehicle mechanical parts and labor cost estimates; and (iii) conducting vehicle shop management. Unless the Order Form specifies otherwise, the license shall be for one location; with location referring to a distinct building or site. If the Order Form authorizes more than one user, then the number of users shall be limited to the number set forth on the Order Form. When technically and reasonably feasible, Customer may make one copy of the Product solely for backup purposes.

✓ End User/Owner Signature _____