



Mitchell OnDemand5[®] Heavy Truck

Computerized Repair Information System

Single-User's Guide

Published by:



The First Choice of Automotive Professionals

www.mitchell1.com
San Diego, California

5HTRDOC

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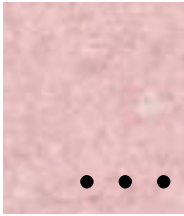
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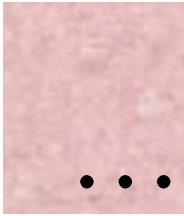
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Getting Started

Welcome to OnDemand5 Heavy Truck. Heavy Truck is a computerized system for the retrieval of repair and TSB information. Heavy Truck provides access to Mitchell 1's world-class database of vehicle repair information and graphics.

Version 5.x is a quantum leap in the evolution of the Heavy Truck product line. Leveraging off of a multi-million dollar reconfiguration of Heavy Truck's world-class repair and TSB database, OnDemand5 Heavy Truck combines the best repair information with the best browser-based software technology available.

Setup

OnDemand5 Heavy Truck is installed via a standard Windows setup program. Just insert the installation CD and follow the on-screen instructions. A browser-based application, Heavy Truck requires that you have Internet Explorer (IE) Version 6x, or newer, installed on your computer. If you do not have IE on your computer, the Heavy Truck program will install it for you.

Network Users Note: Multi-user setup is significantly different than single-user setup. Refer to the *Multi User's Guide* for setup details.

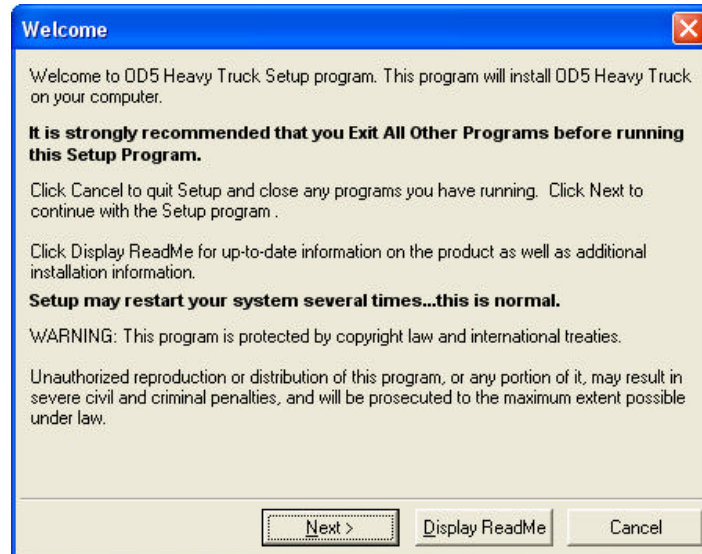
To install OnDemand5 Heavy Truck:

1. Insert the OnDemand5 Heavy Truck Installation CD in the CD/DVD drive. **Do not** insert key diskette into the floppy drive until **Step B**. The **Installation Wizard** and **Setup** program should automatically launch.

Note: Do not insert key diskette until Registration.

2. If the **Installation Wizard** and **Setup** does not automatically display after few seconds, select **Run** from the **Start** menu and type **x:\setup.exe** where "x" represents the drive letter of your CD/DVD drive.

The **Welcome** dialog box displays.

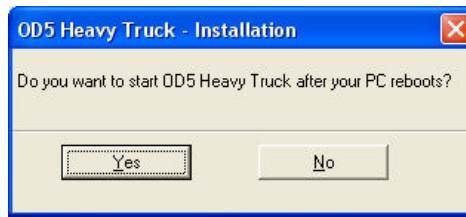


Welcome

3. Read the instructions on this dialog box and click **Next**. If Internet Explorer 6 (IE6) is not on your computer, it will be installed now. If IE6 is already installed on your computer, go to the next step.

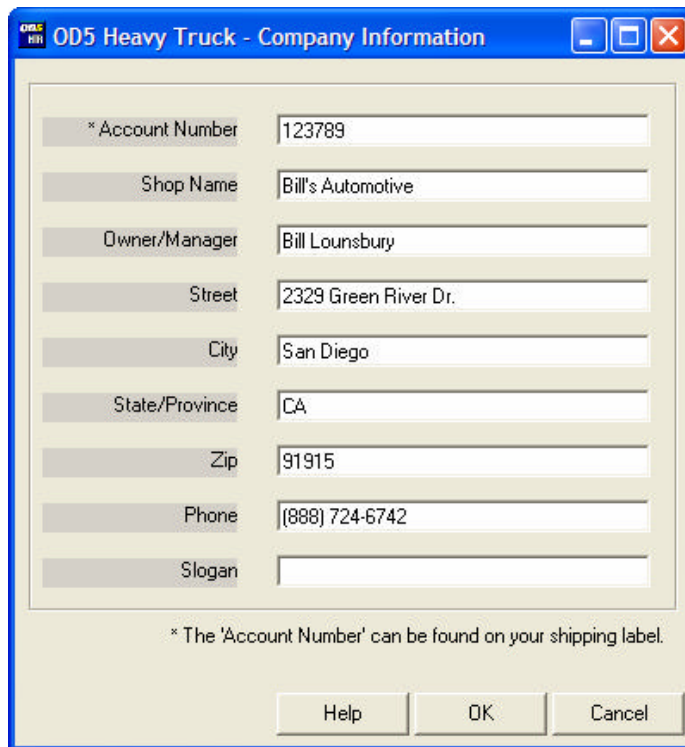
Only if necessary, Internet Explorer 6.x Setup will begin automatically. After IE6 installation is complete, the computer will automatically reboot and OnDemand5 Heavy Truck Setup will launch.

Follow the onscreen instructions to install the Heavy Truck program. Once the program files have been loaded, you are told that you must restart your computer and asked if you want to start the Heavy Truck program after reboot.



Start HTR after reboot?

4. Choose **Yes**. Your computer is restarted.
5. When the Heavy Truck program is opened, the *OD5 Heavy Truck End-User License Agreement* displays. Click "**Accept**" button after reading the terms and conditions. The Shop Information dialog box displays.



Shop Information

6. Enter your account number. Enter/Edit the **Account Number**. This can be found on the mailing label of the package in which this product was shipped. Ignore the leading number followed by a space. The next set of numbers is the account number.

2741812 A D
LOUNSBURY AUTO TECH INC.
BOB AMBROSE
233 HAFNER CT.
BONITA, CA 92029-1335

7. Enter all required information and click the **Save** icon.

From the Home screen, click **Systems**, **Year/Make/Model** or **TSBs & Recalls** button. Remove the installation CD and Insert any OD5 Heavy Truck data disc in the CD/DVD drive. You are now in Demonstration mode, you must register the product to have full access to the program.

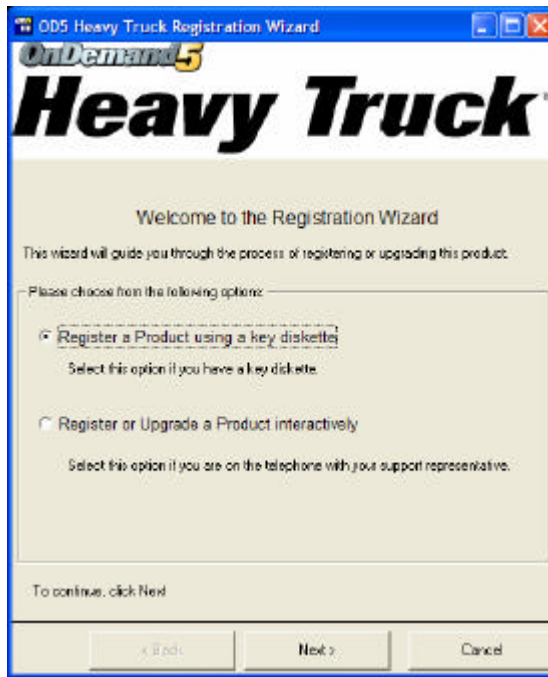
Registration

It is highly recommended that you register Heavy Truck right after installation. Registration provides you with full access to all program features and ensures that you won't be locked out of the program after the 30-day trial period in Demonstration mode expires.

You will use the single use Key Diskette provided to you with the Heavy Truck program to register.

To Register Heavy Truck:

1. Open the Heavy Truck program and choose **Register Product** from the **Setup** menu. The Registration Wizard displays your registration options.



Registration Wizard

Choose the **Register a Product using a key diskette** option and click **Next** to continue.

Insert your key diskette in your local floppy drive and click **OK**.

Click **OK** when registration is complete, then close registration wizard.

Congratulations, you have completed Installation and Registration! You are now ready to use OnDemand5 Heavy Truck.



Working in OnDemand5 Heavy Truck

Overview

OnDemand5 Heavy Truck is easy to learn and use. The following pages provide an introduction to some basic program features. Refer to the online help [F1] for more detailed information.

Getting Started

Every working session in Heavy Truck starts at the Home Screen. From here you choose Systems, Year/Make/Model, or TSBs & Recalls to begin your lookup of information.

Home Screen

Every working session in Heavy Truck begins in the Home screen. This is the screen that the system opens to when you start the program. You can also go to this screen from anywhere in the system by selecting the Home icon.



Home Screen

The Heavy Truck Home screen contains the following options:

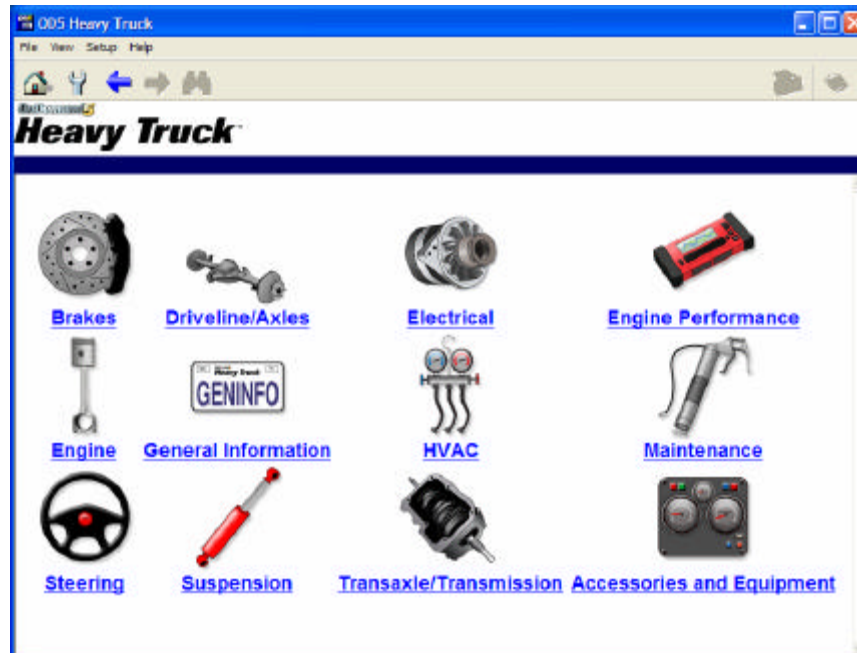
Option	Description
Systems	Begins your lookup of repair information by system, or component type. This section contains information for Class 4-8 trucks by components.
Year/Make/Model	Begins your lookup of repair information by Vehicle Year, Make, and Model. This section contains information for Class 3-6 trucks.
TSBs & Recalls	Begins your lookup of Technical Service Bulletins (TSBs) and Recalls by Vehicle or Equipment Manufacturer.

Systems Lookup

Looking up repair information for a system in Heavy Truck is a snap. Just select a system icon (or Category) and you are taken to the Article Index screen in which you continue your article selection by selecting a Subcategory/Manufacturer/Article, and Heading.

To choose an Article by System:

1. Choose the **Systems** button in the Home Screen.
2. In the Systems screen, click on the icon (Category) for which you wish to perform an information lookup.



Systems Screen

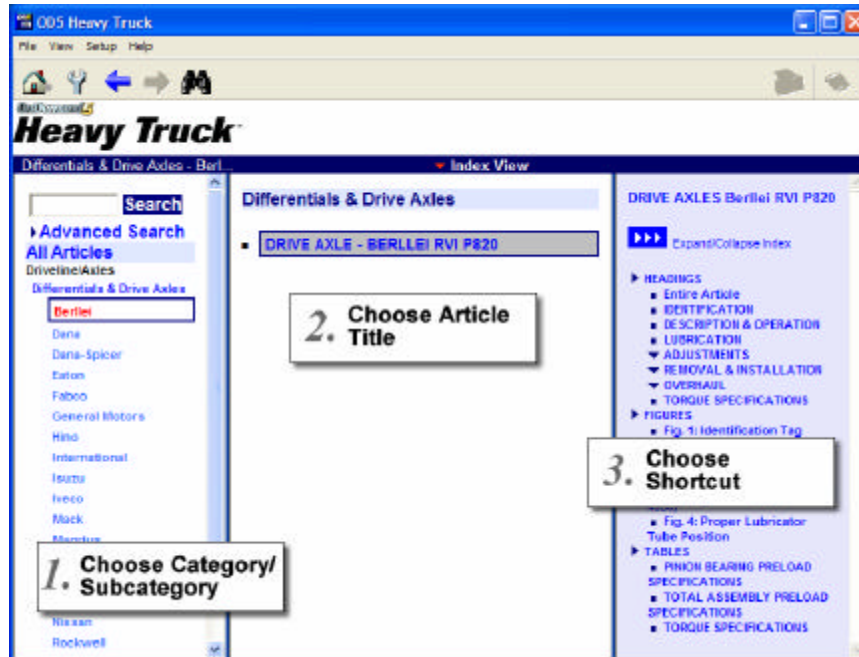
3. Pick a **Subcategory**.

A listing of available Manufacturers displays below.

4. Choose a **Manufacturer**.

Available Article Titles for the selected Subcategory/Manufacturer display in the middle panel of the display. If only one Title is available, the Headings, Figures, and Tables shortcuts are displayed in the right panel of the display. If more than one Titles are available, then those Titles are displayed. **Click on a Title** you wish to lookup information.

5. Pick a **Heading, Figure, or Table Shortcut** in the Shortcut area in the right panel of the display.



Choose Category/Title/Shortcut

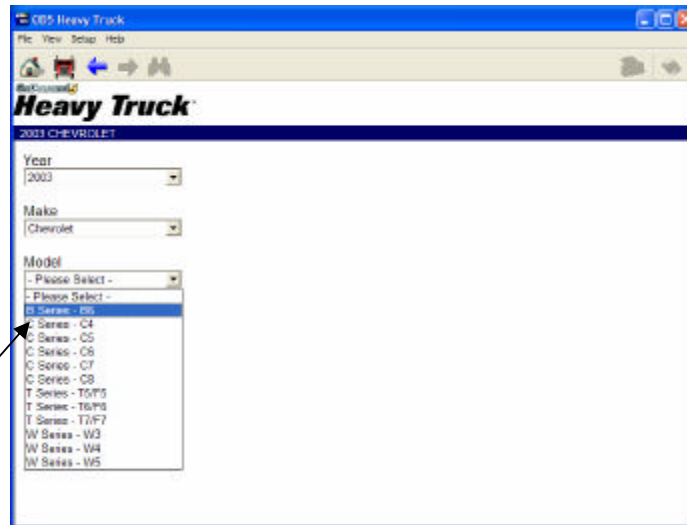
The article screen displays at the selected shortcut.

Year/Make/Model Lookup

Looking up repair information by Year/Make/Model in Heavy Truck is a snap. Just select a Vehicle Year, Make, and Model to go to the Article Index screen in which you continue your article selection by selecting a Category/Subcategory/Article Title and Heading.

To choose an Article by Vehicle Year/Make/Model:

1. Choose the **Year/Make/Model** icon from the Home screen. The Vehicle Year/Make/Model screen displays.



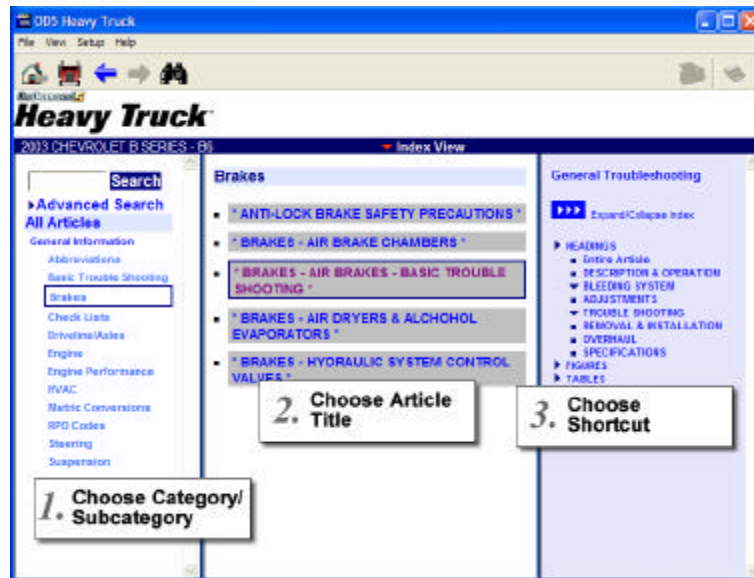
Select Year, Make, Model

2. Select the **Year, Make, and Model** from the dropdown list for the vehicle for which you wish to perform an information lookup.

3. Pick a **Category**. A listing of available Subcategories displays below.
4. Choose a **Subcategory**.

Available Titles for the selected Subcategory display in the middle panel of the display. If only one Title is available, the Headings, Figures, and Tables shortcuts are displayed in the right panel of the display. If more than one Title is available, then those Titles are displayed. Click on a Title you wish to lookup information.

5. Pick a **Heading, Figure, or Table** Shortcut in the Shortcut area in the right panel of the display.



Choose Category/Title/Shortcut

The article displays at the selected shortcut.

Article Screen

Once you have selected an article title, Heavy Truck gets the article from the data disc (or Host Workstation, in Network installations). You can scroll and page up/down with either the keyboard or mouse, use the Headings, Figures, and Tables index headings to go to a heading, or to display a figure referenced in the article, or to go to a table referenced in the article. Look for colored figure and hyperlink markers within the article text to display a figure or jump to a referenced (linked) article.

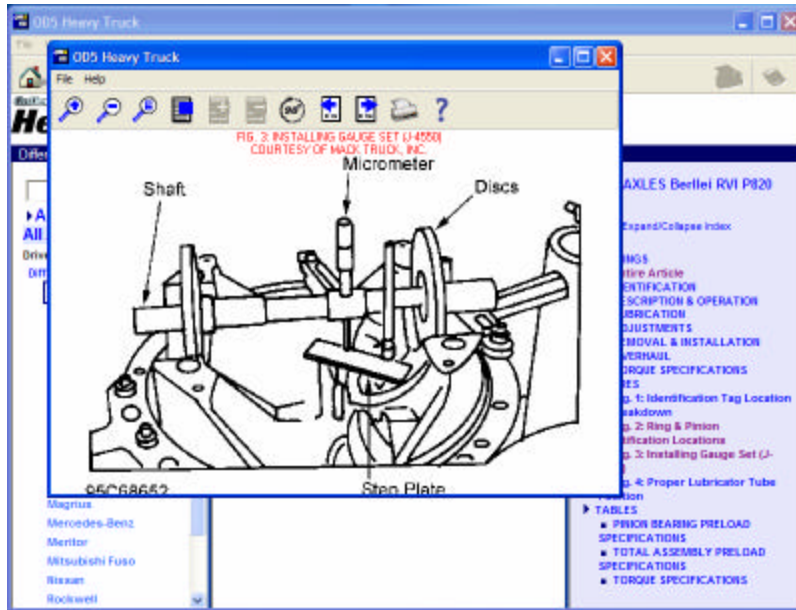
A note about Disc swapping: Do not change Discs unless prompted by the program. Unprompted disc swapping can result in program errors requiring restart of the Heavy Truck program.



Article Screen

Figures

Figures are listed as a separate heading in the Index area in the right panel of the display. Just click a Figure heading or reference within the article text to open the figure in a separate viewer window.



Figure

Tables

Tables are listed as a separate heading in the Index area in the right panel of the display. Just click a Table heading to go directly to the Table in the Article text.

Searching

Basic Searching

Type a word or phrase in the Search field, and pick from the articles that mention the word or the words in the phrase in a heading.

Basic Searching takes place after you have selected a System or a Category and occurs at that level only. In other words, only the selected System or Category is included in the search. To narrow your search, use the Advanced Search feature.

To initiate a basic word search:

Word Search:

1. After selecting a System or Category, type a word, or words, in the Search box and click on the **Search** button.
2. The word search returns matches for the word(s) and selects the appropriate Category(ies)/Sub-Category(ies) and Article Title(s).
3. Select the desired Article Title to populate the Headings and/or subheadings list.
4. Select the desired heading and/or subheading to display the requested word in an article.

Advanced Search

Advanced Search allows you to narrow your search of the selected Vehicle or Component to only include a specific subcategory.

To conduct an Advanced Search:

1. Click on **Advanced Search** in the Search Control area. The box opens up to display Category and Sub-Category selections.
2. Enter the Word(s) you want to search for.
3. Choose the Category and Sub-Category (if desired).
4. Click **Search**.

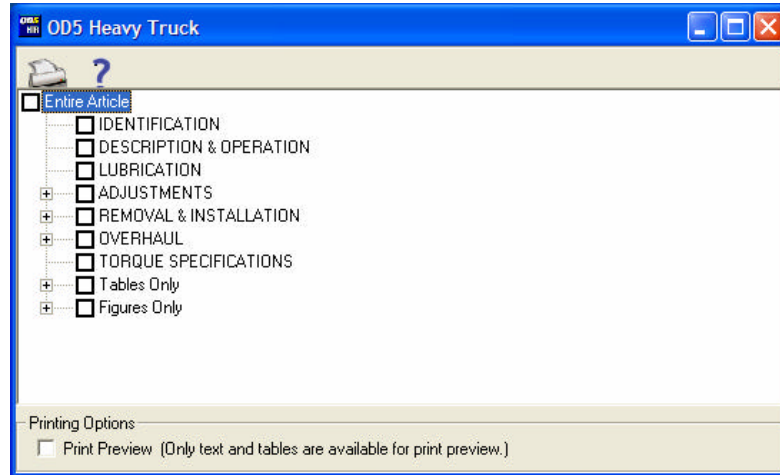
A listing of Categories and Sub-Categories which contain articles with matching search text displays. Select the desired Category/Sub-Category/Title. Matching Search Text is highlighted in the Headings List and Article Body for quick identification.

Tip: Previous selection of a Vehicle Year, Make, Model limits the Advanced Search to that vehicle only. To conduct an advanced search on all Vehicles, return to the Home screen, Select Systems and choose a component before conducting your advanced search.

Printing

Most customers regularly have a need to print an article, a figure or figures, both the article and its figures, or some combination of article text and figures. The print icon opens a dialog box which allows access to the many available print options.

Heavy Truck allows you to print the entire article or a combination of article text and figures.



Print Dialog Box

A. To print a complete article without print preview - figures will be printed:

1. Select **Print** while in the Article screen.
The Print dialog box appears.
2. Select the Entire Article option. Click **Print** again to send the entire article to the printer (without previewing).
The entire article, including all text and figures, is sent to the printer.

B. To print a complete article with print preview - figures will not be printed:

1. Select **Print** while in the Article screen.

The Print dialog box appears.

2. Select the Entire Article option. Click the Print Preview check box to preview the text and tables, if desired.

Note: If you Preview the print job, figures do not print. If you don't Preview the job, the figures will print at the end of the print job, after the text is printed. See Printing Figures for instructions on printing a single figure.

3. A preview of your print job is displayed.
4. Review the print preview and click **Print** to send the Article to the printer.
The article text is sent to the printer.

C. To print a Section or Sections without Print Preview - figures will be printed:

1. Select **Print** while in the Article screen.
The Print dialog box appears.
2. Click your mouse pointer on the checkbox(es) next to the heading(s) you want to print. You can also select multiple headings if desired. Click **Print** again to send the selected headings (with figures) to the printer.

D. To print a Section or Sections with Print Preview - figures will not be printed:

1. Select **Print** while in the Article screen.
The Print dialog box appears.
2. Click on the Section or Sections you want to print. Click the **Print Preview** check box to preview the text and tables, if desired.

Note: If you Preview the print job, figures do not print. If you don't Preview the job, the figures will print at the end of the print job, after the text is printed. See Printing Figures for instructions on printing a single figure.

3. A preview of your print job is displayed.
4. Review the print preview and click **Print** to send the Article to the printer.
The article text for the selected section(s) is sent to the printer.

E. To print all the tables from the selected Article (with or without preview):

1. Select **Print** while in the Article screen.
The Print dialog box appears.
2. Click the Tables Only checkbox to print all the tables in the article. Click **Print** again to send all tables in the article to the printer.

F. To print a single table or selection of tables from the selected Article (with or without preview):

1. Select **Print** while in the Article screen.
The Print dialog box appears.
2. Click the (+) next to the Tables only selection. Click your mouse pointer on the checkbox(es) next to the table (s) you want to print. Click **Print** to send the selected tables to the printer.

G. To print all the figures from the selected Article:

1. Select **Print** while in the Article screen.
The Print dialog box appears.
2. Click All Figures. Click **Print** to send all the figures to the printer.

Note: Don't click Print Preview. If you Preview the print job, figures do not print.

H. To print a single figure or a selection of figures from the selected Article:

Note: You can also print a single figure by opening it and choosing **Print**.

1. Select **Print** while in the Article screen.
The Print dialog box appears.
2. Click the (+) next to the Figures only selection. This opens up a list of available figures in the Article. Click on the Figure titles you want to print.
Click **Print** to send all the figures to the printer.

Note: Don't click Print Preview. If you Preview the print job, figures do not print.

I. Quick Printing (CTRL+P)

Choose **Ctrl+P** to open the Print dialog box in any repair article.

To print a block of article text, highlight the text passage and then click **Ctrl+P**. The Print dialog box displays. Choose Selection as your page range and then **Print** to print the selected passage.

Viewing Technical Service Bulletins (TSBs)

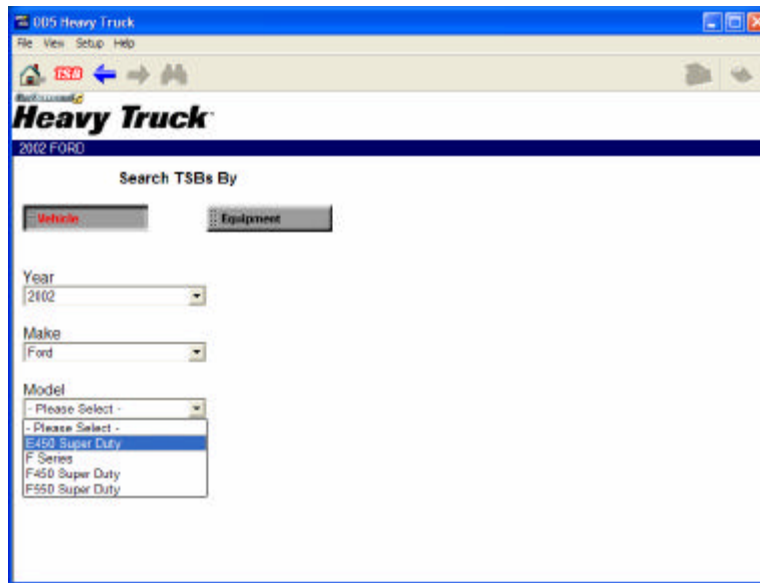
Click the TSBs & Recalls button to begin your search for TSBs in Heavy Truck. Then choose a Vehicle or Equipment manufacturer. Initially, the Titles area display is empty. You can then choose to view all TSBs or use the TSB filters to hone in on specific TSB titles.

Finding TSBs by Vehicle or Manufacturer

You may view all TSBs for a Vehicle or for an Equipment Manufacturer. TSB articles are displayed the same as other Heavy Truck repair articles and may include figures and hyperlinks to related articles.

To find a TSB by Vehicle Year/Make/Model:

1. Choose the **TSB** icon from the Home screen. You are prompted to choose between Vehicle and Equipment Manufacturer.
2. Choose **Vehicle** and select the **Year**, **Make**, and **Model** from the dropdown list for the vehicle for which you desire to perform an information lookup.



Year/Make/Model Selection

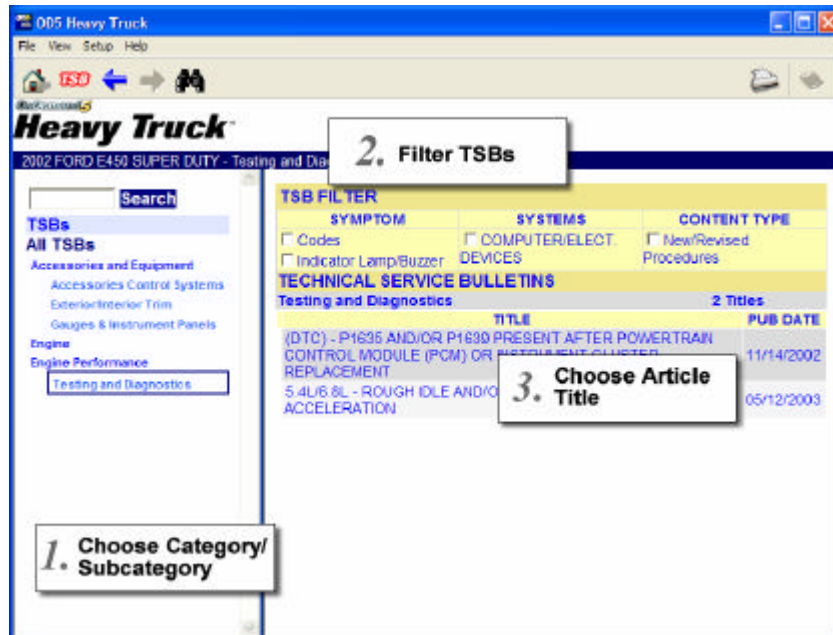
The Article Screen Index View displays available Categories.

3. Pick a **Category**. A listing of available **Subcategories** displays below.

Note: Choose the All TSBs link to view all TSBs for the selected vehicle.

4. Choose a **Subcategory**.

Available TSBs for the selected Subcategory display in the middle panel of the display. You may use the filters, if desired to further narrow down your TSB search.



TSB Selection Screen

Note: Click the **Print** button when all TSBs are listed to print a listing of all TSBs for the selected vehicle.

To find a TSB by Equipment Manufacturer:

1. Choose the **TSB** icon from the Home screen. You are prompted to choose between Vehicle and Equipment Manufacturer.
2. Choose **Equipment** and select the **Manufacturer** from the dropdown list.
3. Pick a **Category**. A listing of available **Subcategories** displays below.

Note: Choose the **All TSBs** link to view all TSBs for the selected manufacturer.

4. Choose a **Subcategory**.
Available TSBs for the selected Subcategory display in the middle panel of the display. You may use the filters, if desired to further narrow down your TSB search.

Note: Click the **Print** button when all TSBs are listed to print a listing of all TSBs for the selected manufacturer.

Filtered TSB Search

Use a filtered search to refine your TSB search to a specific Category/Section. You may further refine (filter) your search to specific Symptom(s), System(s), and/or Content Type(s).

After you have selected a Vehicle or Manufacturer, choose a **Category**, and then choose a **Subcategory**. Titles for all TSBs for your selected Category/Subcategory are initially displayed.

Select a title or you may further narrow down your search for TSBs by using the TSB Filter feature. Filters display for Symptoms, Systems, and Content Types. Clicking on a Filter item shortens the list so that only matching TSB titles are displayed. Clicking additional Filter items adds TSB titles to the list.

Once you have selected filters, you can choose **Deselect All** to deselect all TSB filters and display all TSBs for the selected Category/Section.

Note: The current version of Heavy Truck software does not support Advanced Search for TSBs. Refer to Searching for basic information on searching.

Getting Help

Click F1 in any screen to open the online help system. Comprehensive and up-to-date company and product information is available on our website at mitchell1.com. We also host a technical support website at mitchellsupport.com.

Phone Support

If you can't resolve a problem via this Getting Started guide or the help system, Customer Support is available between 6:00 AM and 4:30 PM Pacific time at the following phone numbers:

- ✍ To order or upgrade (toll-free): 1-888-724-6742 ext. 6313
- ✍ Hardware and Software Technical Support (toll-free) 1-888-724-6742
- ✍ Product Support (Vehicle Repair Information) 1-877-285-4310

**MITCHELL REPAIR INFORMATION COMPANY, LLC COMPUTERIZED
REPAIR INFORMATION SYSTEM END USER LICENSE AGREEMENT**

This End User License Agreement (the Agreement) is entered into as of the Effective Date (as defined on the signature page hereto) by and between Mitchell Repair Information Company (MRIC), and:

Name: _____
Address: _____
City/State/Zip: _____
Phone: (____) _____

("End User"), with respect to the following facts:

A. End User desires delivery of a Mitchell Computerized Repair Information System (the System) consisting of textual works and computer programs recorded on one or more CD-ROM discs and which may include one or more floppy diskettes. Depending on which Mitchell System is selected, the System will permit End User access to service and repair procedures, specifications, schematics and illustrations for the repair of automobiles, light trucks and vans, or to use the System to estimate parts and labor cost of mechanical repairs as shown in Exhibit "A" under the conditions set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Terms and Conditions *(check all that apply)*

? **Purchase** The term of this Agreement shall commence upon the date of execution of this Agreement by Mitchell ("Effective Date") and shall remain in full force and effect for either twelve (12), twenty-four (24), thirty-six (36) or sixty (60) months. This Agreement may be renewed by End User for successive twelve (12) month terms at the end of the initial term and on each anniversary of the Effective Date thereafter, unless either End User or Mitchell have 1) agreed to renew for an extended term, the length and terms of which shall be in writing, signed by Mitchell and End User; or 2) declined to renew, by giving notice in writing to the other party at least thirty (30) days prior to the anniversary of the Effective Date. Termination of this agreement shall not terminate End User's obligations under Sections 2, 4, 5, 8, 9, 10 and 11.

? **Purchase Option Plan (POP)** This Agreement is effective for an initial term of 12 months (during which time it is non-cancelable by End User), and includes payments for accessing Mitchell electronic data, in addition to a one time activation fee. Payments

will not change during the initial term of this agreement. Mitchell will bill End User monthly, with payments due within 15 days of date of invoice. Mitchell reserves the right to periodically modify pricing after the initial 12-month term. After the initial 12-month term, this Agreement shall automatically renew on a month-to-month basis, unless End User cancels the Agreement in writing 30 days prior to cancellation date. After the initial 12-month term, customer may choose to buy out Agreement at the then-current buy-out price.

? **Continuous Value Plan (CVP)** The Continuous Value Plan (CVP) by Mitchell Repair Information Company (MRIC) has been developed to give Mitchell electronic product customer's easy, affordable monthly payments. The CVP allows End User to make payments for the initial purchase of Mitchell software and the first three years of updates over an identical time period, and then automatically lowers the monthly payments for continuing subscription service. This Agreement is effective for an initial term of 36 months (during which time it is non-cancelable by End User), and includes payments for purchasing Mitchell electronic data updates and software, depending on which program is indicated. Payments will not change during the initial term of this agreement. Mitchell will bill CVP End User monthly, with payments due within thirty days of date of invoice.

2. License. Subject to the terms and conditions of this Agreement, MRIC grants to End User a nonexclusive and nontransferable license to use the System to access mechanical service and repair data and to perform parts and labor cost estimates for mechanical repairs. MRIC shall retain title at all times to the System, and End User shall have no rights therein except to use the system as set forth herein (End User may continue to use the System upon expiration of their System subscription, except as a result of an Agreement breach by End User). The System may be used solely (i) by End User, (ii) for the purpose of accessing mechanical service and repair data on the System, (iii) or estimating mechanical parts and labor costs on the System, and (iv) at the location(s) listed above and in connection with the computer equipment described below or in the Agreement attached hereto. End User shall not, without obtaining MRIC's prior written approval which may be withheld at MRIC's sole discretion, use the System at any location or in connection with any computer equipment except as specifically described herein or in the agreement attached hereto:

Computer Manufacturer: _____

Computer Model: _____

Floppy Disk Size Required: (Select one) _____ 3.5" _____ 5.25"

CD Drive Manufacturer & Model: _____

Hard Disk Capacity: _____ MB RAM: _____ KB/MB

Printer Manufacturer & Model: _____

3. Mitchell Computerized Repair Information System: End User may not sell, market or in any other manner distribute to any third party, or to any location, the System or any information contained in or derived from the System.

4. Network Users – Number of licensed network users: _____

a. License Grant – In addition to the rights set forth in Section 2 of the Agreement, Mitchell hereby grants to End User a non-exclusive, non-transferable right and license to use the System on a network for no more than the number of licensed users at the location listed above operating on the computer equipment described in the Agreement.

All other Terms and Conditions of the Agreement shall remain in full force and effect. In addition, End Users may not:

1. Copy the network system.
2. Download the System except for an End User's authorized use;
3. Allow data from the System to be made available to non-User's except in print form only as incidental samples used for illustrative or demonstrative purposes; and,
4. Provide services for a fee using the System without prior written agreement from Mitchell.

5. Maintenance of Equipment and Software. End User, and not MRIC, shall bear sole responsibility to obtain, maintain and operate, or cause to be obtained, maintained and operated at its own expense, all equipment and non-Mitchell software that may be used in conjunction with the System.

THE UNDERSIGNED AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND ON THE REVERSE SIDE OF THIS PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates indicated below.

End User/Owner

By:

Title:

Printed Name:

Date

Address

Accepted by: MRIC Headquarters

By:

Title:

Printed Name:

Effective Date

Address: 14145 Danielson Rd., Poway, CA 92064

6. Confidentiality. End User acknowledges that the System comprises information which constitutes a trade secret of MRIC in which MRIC has a proprietary interest. End User therefore agrees that no portion of the information constituting the System may be disclosed to others, copied, reproduced, compiled or used for any purpose or purposes other than as specifically contemplated by this Agreement in paragraph "2" above. End User shall exercise its best efforts to protect the System and to prevent its dissemination to unauthorized persons. Furthermore, End User shall not assign, pledge, sublicense or permit any other use of the System without obtaining the prior written consent of MRIC, which consent may be withheld at the sole discretion of MRIC. End User shall immediately return to MRIC all system discs and other information together with all copies and derivatives thereof immediately upon the (i) receipt of replacement discs or information and a return request statement, or (ii) termination of this agreement.

7. MRIC System Modification. MRIC reserves the right to make changes in rules of operation, security measures, accessibility, procedures, types of terminal equipment, types of system equipment, system programming languages and any other matters relating to the System and its use, without prior notice.

8. Updates. MRIC may update the System data ("Data Updates") from time to time during the course of this Agreement and shall deliver any such Data Updates to End User approximately four times per year during the term of the license. Upon receipt of revised or replacement CD-ROM discs and/or floppy diskettes, End User agrees to destroy all previous discs, or return them to MRIC upon request. MRIC shall provide the Data Updates to End User at no additional cost to End User, except as otherwise set forth in paragraph 3.

9. Warranty. THE SYSTEM IS DELIVERED "AS IS" AND MITCHELL MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR

IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR THE DATA UPDATES, THE COMPUTER PROGRAM ALLOWING USE OF THE SYSTEM, OR ANY SERVICES PERFORMED BY ANY THIRD PARTY. End User acknowledges and agrees that (i) MRIC is not the manufacturer or distributor of any automotive repair parts referenced in the System, (ii) MRIC makes no representations or warranties with respect to the quality or availability of such parts or the accuracy of the prices of such parts and (iii) if End User utilizes any non-MRIC-supplied interface program to interface with the System, End User shall look solely to the vendor of such interface program with respect to any losses or damages caused by such interface program. MRIC is not responsible for obsolescence of the System and Data Updates and shall have no responsibility for suspended, outdated or uncorrected versions of the System and Data Updates.

10. Limitation of Liability. End User agrees that MRIC shall not be liable to End User for any direct, indirect, special, incidental or consequential damages, including but not limited to loss of anticipated profits, in connection with or arising out of the use of the System and Data Updates. End User's sole remedy upon breach of this Agreement by MRIC shall be termination of the Agreement and refund of unearned portions of the End User Fee. End user agrees to indemnify MRIC and hold it harmless against all claims and damages, including without limitation, reasonable attorneys fees arising out of End User's use of the System and the Data Updates, unless such claims or damages result from, or unless End User's authorized use of the System has given rise to claims or damages based on the infringement of any copyright or other proprietary right of any third party.

11. Termination. Immediately upon the effective date of termination of this Agreement, End User shall cease using the System, shall return the System, Data Updates, and all MRIC documents and information pertaining thereto, and shall certify to MRIC in writing that the System and all MRIC documents and information pertaining thereto have been returned. The following actions shall constitute a breach of the Agreement and shall allow MRIC to terminate the Agreement: any use or dissemination of the System or Data Updates which is not expressly permitted herein; the appointment of a receiver to take possession of End User's assets or the institution of bankruptcy by or against End User, dissolution or discontinuance of business operations of End User; or, failure to make timely payment to MRIC of the End User Fee, including any renewal fee. Upon termination of this Agreement by MRIC for any such cause, End User shall not be entitled to any refund of the End User Fees.

12. General Provisions.

12.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions between them.

12.2 Attorneys' Fees. If any action or proceeding is brought in connection with this agreement, the prevailing party shall be entitled to its attorneys fees and other costs and expenses incurred in such action or proceeding, including any appeals or petitions therefore.

12.3 Assignment. End User may not assign its rights or delegate its duties hereunder without first securing the permission to do so from MRIC, which permission may be withheld at the sole discretion of MRIC. For purposes of this section, the End User shall be deemed to have assigned this Agreement if there is, in the aggregate, a change of ownership of 25% or more of End User or a merger or combination of End User with another entity of business, whether End User is the surviving entity or not. Any such attempted conveyance shall be void and shall constitute a default entitling MRIC to terminate this Agreement. MRIC may freely assign its rights hereunder without securing End User's permission to do so.

12.4 Choice of Law and Forum. This Agreement has been entered into under the Laws of the State of California and the parties hereto agree that it shall be interpreted and all disputes arising hereunder shall be resolved, in accordance with California law. All disputes arising hereunder shall be heard by a court of competent jurisdiction in the County of San Diego, State of California.

12.5 Waiver. Failure of either party hereto to enforce at any time any term of this Agreement shall not be a waiver of that party's right thereafter to enforce each and every term of this Agreement.