

TO ORDER:

- 1. End User / Shop Owner:** Fill out **Section 1, Section 2, and Section 3.**
- 2. End User / Shop Owner:** Submit paperwork to servicing NAPA Auto Parts Store for Processing.
- 3. NAPA Auto Parts Store:** Sends paperwork to servicing NAPA Distribution Center for DC PO# to be assigned.
- 4. NAPA Distribution Center** fills out Section 4, sends paperwork to BALKAMP customer service by FAX: 317-227-1192 or email to: customerservice@balkamp.com
- 5. Balkamp Customer Service** fills out Section 5, sends paperwork to Noregon ATTN: ORDER FULLFILLMENT by Fax: 336-760-2540 or by email to: Orders@noregon.com

SECTION 1: Customer Information

(Filled out by End User / Shop Owner)

CUSTOMER INFORMATION:

Company:

Name:

Address:

Phone:

Email:

- JPRO® Fleet Service Software is a non-stocking item due to registration and activation requirements.
- Customer is responsible for all freight charges.
- **JPRO® Fleet Service Kits and/or licensed software products are non-returnable.**
- Shipping Lead Time on JPRO® Software and Vehicle Adapters is 1-3 business days from the time the order is received by Noregon.
- Shipping Lead Time on Fleet Service Kits and Third Party Software can be up to 14 working days from the time the order is received by Noregon.
- Third Party Diagnostic Software is available only with the purchase of JPRO® Fleet Diagnostics Software
- Panasonic Toughbooks are covered by a 3 year warranty.
- The JPRO® family of software includes three months of support and updates.
- The DLA+ Family of Adapters are covered by a 1 year repair and return warranty.
- The JPRO® Business-Class Dell laptop is covered by a 1 year repair and return warranty. Do not return to NAPA Store. Call Noregon at 336-970-5879 for repair or return instructions.
- Annual Service Agreements can only be sold at time of purchase with a JPRO® Fleet Service Kit or JPRO® Commercial Fleet Diagnostics.
- All JPRO Next Step and JPRO Next Step Bundle part numbers require a signed 12-month End User License Agreement (EULA) for both JPRO and Next Step prior to processing.

Third Party Diagnostic software is available only with the purchase of JPRO® Fleet Diagnostics software.

SECTION 2: End User / Shop Owner License Agreement

REQUIRED: End User / Shop Owner must fill out and sign all (3) sections completely and initial the blanks provided below.

Noregon Systems, Inc. Software Support and Update Agreement JPRO® Commercial Fleet Diagnostics

This Software Support and Update Agreement ("Agreement") is a legal Agreement entered into between Noregon Systems, Inc. ("NSI") and the Customer using JPRO® Commercial Fleet Diagnostics ("Software") who wants to purchase a Software Support and Update Plan (SSUP). By purchasing this SSUP, Customer agrees to be bound by the terms of this Agreement and NSI will provide Software Support and Updates as provided in this Agreement.

1. Scope of Services. Software Updates: This is the mechanism by which the customer has the opportunity to benefit from any new versions of the purchased software as they are released. Additionally, updates of the Software will also include: i) New Vehicle Coverage ii) New Features iii) Program defects. Software Support Customer will be provided with telephone and/or email access to technical support personnel between the hours of 8:00am and 5:00pm Eastern Time Monday through Friday, excluding national holidays and company holidays or events.

2. Payment of Support Fees and Terms. This Agreement is binding when signed by the customer and submitted to NSI for processing. NSI's obligation to deliver the Software Support and Updates are subject to credit card approval. Monthly support will be billed in advance of each month. After one year the Software Support and Updates will be automatically renewed each month for as long as Customer continues to request the service.

3. Termination. After one year you may terminate this Agreement at any time by ceasing all use of the Services or by notifying NSI. NSI may terminate this Agreement, at any time, without notice to you, if it believes, in its sole judgment, that you have breached or may breach any term or condition of this Agreement. You agree that termination of this Agreement will not relieve you of any obligation to pay any accrued charges. You shall be charged the full amount of the fee for the month in which the Services were terminated. All sections which by their nature should survive the expiration or termination of the Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

4. Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES SET OUT HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY ON ACCOUNT OF ANY CLAIM (WHETHER BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, THE FAILURE OF ANY LIMITED REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE) FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS OF THE PARTIES SET OUT HEREIN, IN NO EVENT SHALL EITHER PARTY'S LIABILITY EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY LICENSEE UNDER THIS AGREEMENT. IF YOU ARE DISSATISFIED WITH THE SOFTWARE YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SOFTWARE.

5. Limited Warranty. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SERVICES, SUPPORT SERVICES OR ACCURACY, COMPLETENESS, OR SUITABILITY OF ANY OF THE MATERIAL CONTAINED WITHIN THE SERVICES AND WE MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

6. Confidentiality. You acknowledges that Confidential Information (as hereinafter defined) is a valuable, special, and unique asset of NSI and agree that you will not disclose, transfer, or use (or seek to induce others to disclose, transfer, or use) any Confidential Information for any purpose other than disclosure to Your authorized employees and agents who are bound to maintain the confidentiality of the Confidential Information. You shall notify NSI writing of any circumstances which may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer, or use. You shall return all originals and copies of materials containing Confidential Information upon termination of this Agreement for any reason whatsoever. The term "Confidential Information" means any and all of NSI trade secrets, confidential and proprietary information and all other information and data of NSI that is not generally known to the public or other third parties who could derive economic value from its use or disclosure, including, but not limited to, the Software. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

7. Indemnification. You agree to defend, indemnify and hold NSI harmless from and against any and all liability, loss or damage, cost or expense, including but not limited to court costs, attorneys' fees, and any awards or damages caused by, relating to or incident to your use of the SSUP.

8. Governing Law. This Agreement shall be governed and construed in accordance with the substantive laws of the State of North Carolina without regard to its rules governing conflicts of law.

Signature: _____

Please Print Clearly

Name: _____ Company: _____

Address: _____

City, State, Zip: _____

Phone (optional): _____

License Key#: _____

Ticket#: _____

SECTION 2: Continued

MITCHELL 1® CUSTOMER LICENSE AGREEMENT FOR NOREGON END-USERS

THIS MITCHELL 1 CUSTOMER LICENSE AGREEMENT (the "Agreement") is by and between MITCHELL REPAIR INFORMATION COMPANY LLC and/or Partners, 14145 Danielson Street, Poway, California 92064 ("Mitchell 1") and the purchaser identified on the Mitchell 1 Order Form ("Customer") attached to this Agreement and incorporated herein.

1. **Term.** This Agreement will commence upon the date an Order Form (defined below) is accepted by Mitchell 1 as stated in Section 2 below ("Effective Date") and unless terminated earlier in accordance with the Agreement, will remain in full force and effect for the period of time selected on the Order Form ("Initial Term") and will be renewed as provided herein ("Renewal Term" and collectively with the Initial Term the "Term"). The parties acknowledge that the Services and Subscription may have different Terms. The expiration or other termination of a Service(s), and not a Subscription shall not terminate the Agreement, and the Agreement shall remain in full force and effect, as it applies to the Subscription or Service(s) not terminated. The termination of a Subscription, and/or a Service(s), and not other Service(s) shall not terminate the Agreement, and the Agreement shall remain in full force and effect, as it applies to the Service(s) not terminated.
2. **Order Forms.** Each Mitchell 1 Product or Service (defined below) shall be ordered pursuant to one or more Mitchell 1 order forms that reference this Agreement and are signed by Customer and Mitchell 1 ("Order Form"), which shall become part of this Agreement. Customer acknowledges and agrees that the Order Form and the registration, and other information submitted by Customer on the Order Form is complete and accurate. Order Forms for: (a) Products provided electronically, or (2) Services and Products provided electronically, are accepted when Mitchell 1 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 Mitchell 1 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. In the event of any conflict between the terms and conditions of this Agreement and those contained on an Order Form, the terms and conditions of this Agreement shall prevail, provided that the Agreement may be supplemented or modified by the Order Form only if the Order Form specifically identifies the provision of this Agreement to be supplemented or modified.
3. **Subscriptions.** The products offered for licensing are listed on the Order Form and the products selected by the Customer shall be referred to in this Agreement as the "Products". Products are available by subscription and subject to the terms of this Agreement.
 - 3.1 The Products are licensed, and not sold, on a subscription-basis only through a third party, (each a "Subscription"). Each Subscription may be subject to additional terms and conditions of that third party. The Term of a Subscription will commence on the Effective Date, and unless terminated earlier in accordance with this Agreement, will continue for one (1) year (the "Subscription Period"). After the initial Subscription Period, the Subscription Period for this Subscription will renew automatically on a month-to-month basis. During the applicable Subscription Period, Customer will receive any updates to the Product that Mitchell 1 makes available generally to its customers as part of the applicable Subscription ("Updates").
4. **License.**
 - (a) Subject to the terms and conditions of this Agreement, Mitchell 1 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.
 - (b) Regardless of the Subscription Period, Customer may not (i) copy or reproduce the Product except as permitted in this Agreement; (ii) allow the Product or data from the Product to be made available to any person other than Customer; (iii) assign, sell, transfer or pass along the data, the Product or access to the Product; (iv) translate, reverse engineer, decompile, disassemble or otherwise access the source code; and (v) provide services for a fee or otherwise use the Product without prior written agreement from Mitchell 1. Mitchell 1 and its third party licensors shall retain title at all times to the Product, and Customer shall have no rights therein except to use the Product as permitted by this Agreement.
 - (c) The Products may be comprised of third party products licensed by a third party to Mitchell 1 and will be subject to all of the terms and conditions of this Agreement. Customer's license to use such third party products will be limited to Customer's applicable Subscription for such third party products and may be used only in connection with the Mitchell 1 Products.
 - (d) Customer shall not remove, alter or destroy any form of copyright notice, proprietary markings or confidential legends placed upon or contained with the Product.
5. **Ownership Rights Reserved.** No title or ownership in and to the Services or Products or any part thereof, are transferred to Customer under this Agreement. Mitchell 1 retains all right, title and interest and all copyright, trade secret rights and other intellectual property and proprietary rights in and to the Services, Products and all Updates, corrections, enhancements, modifications and derivative works thereof. Customer shall not alter, distort or remove any proprietary notices or legends from the Services or Products and shall include such notices on any authorized copies of the Services or Products.
6. **Publicity.** Neither party shall use the name or marks of the other party or refer to or identify the other party in advertising or publicity releases, promotional or marketing correspondence to others without first securing the written consent of such other party, except that Mitchell 1 shall have the right to:
 - (a) use Customer's name in oral sales presentations, client lists, press releases, brochures, marketing materials and financial reports indicating that Customer is a customer of Mitchell 1; and
 - (b) Disclose the terms of this Agreement, or any part thereof, to potential investors or acquirers of Mitchell 1 or for purposes of complying with the disclosure requirements of federal and state securities laws.

7. **Maintenance of Equipment and Software.** Customer, and not Mitchell 1, shall bear sole responsibility to obtain, maintain and operate, or cause to be obtained, maintained and operated at Customer's own expense, all equipment and software that may be necessary for Customer to access and use the Services or Product. The minimum requirements may be updated from time to time by Mitchell 1. Customer is responsible solely for ensuring compatibility with the Services and Product and for any new hardware or software required by Customer to maintain compatibility with the Services or Product.
8. **Confidentiality.** Customer acknowledges and agrees that the Services and Product that is comprised of software, equipment and data, together with such other materials, data and information that Customer has access to or receives from Mitchell 1 (all such information and materials collectively called "Proprietary Materials") are the unique, valuable, confidential and proprietary product of Mitchell 1 and contain substantial trade secrets of Mitchell 1 and are entrusted to Customer in confidence to use only as expressly authorized in this Agreement. Customer shall, and shall cause its employees and any other third party, including its independent contractors, representatives, affiliates and agents, who, with the express consent of Mitchell 1, has access to such Proprietary Materials to keep all Proprietary Materials confidential and shall not disclose or permit access to the Proprietary Materials to any person or entity other than its employees for the purpose of attaining the objects of this Agreement; and to not use the Proprietary Materials for any purpose other than as expressly permitted herein. Customer shall be required to apply the same standard of care that it uses with respect to its own valuable confidential information and Customer represents that it uses commercially reasonable efforts at all times to protect such information. Customer shall promptly notify Mitchell 1 in writing of any unauthorized knowledge, possession or use of the Proprietary Materials of which it becomes aware. Customer agrees that such software, equipment and data and any portions of the Products not available to the general public may not be disclosed to others, copies, reproduced, disseminated, broadcast, displayed, reverse engineered, disassembled, compiled or used for any purpose other than as specifically permitted under this Agreement. Customer shall use its best efforts to protect the Product and to prevent dissemination or use of the Product or Services to or by unauthorized person. Customer shall not assign, pledge, sublicense or permit any other use of the Product or Services without obtaining the prior written consent of Mitchell 1, which consent may be withheld at the sole discretion of Mitchell 1. Customer's obligations under this Section 9 shall survive termination or expiration of this Agreement.
9. **WARRANTY AND DISCLAIMER.**
 - (a) THE SERVICES AND PRODUCTS ARE DELIVERED "AS IS" AND MITCHELL 1 MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, INFORMATION CONTENT, DATA ACCURACY, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE. MITCHELL 1 ALSO DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES, PRODUCTS OR ANY SOFTWARE RELATED THERETO WILL BE UNINTERRUPTED OR ERROR FREE.
 - (b) CUSTOMER ACKNOWLEDGES AND AGREES THAT:
 1. MITCHELL 1 IS NOT THE MANUFACTURER OR DISTRIBUTOR OF ANY AUTOMOTIVE REPAIR PARTS REFERENCED IN THE PRODUCT;
 2. NEITHER MITCHELL 1 NOR ITS THIRD PARTY LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE QUALITY OR AVAILABILITY OF SUCH PARTS OR THE ACCURACY OF THE PRICES OF SUCH PARTS;
 3. THE DATA MADE AVAILABLE TO CUSTOMER ON OR THROUGH THE PRODUCT OR BY THE SERVICES IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, AND INFORMATIONAL CONTENT;
 4. CUSTOMER USES SUCH DATA SOLELY AT CUSTOMER'S OWN RISK. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ANY AND ALL DECISIONS MADE BY CUSTOMER IN RELIANCE UPON SUCH DATA;
 5. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ANY AND ALL DECISIONS MADE BY CUSTOMER IN RELIANCE UPON SUCH DATA;
 6. IN ENTERING INTO THIS AGREEMENT AND/OR PURCHASING A SUBSCRIPTION, CUSTOMER IS NOT RELYING UPON ANY REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) MADE BY MITCHELL 1, ITS THIRD PARTY LICENSORS, AUTHORIZED RETAILERS OR ANY OTHER PERSON;
 7. IF CUSTOMER UTILIZES ANY NON-MITCHELL 1 SUPPLIED INTERFACE PROGRAM TO INTERFACE WITH THE PRODUCT OR SERVICES, CUSTOMER SHALL LOOK SOLELY TO THE VENDOR OF SUCH INTERFACE PROGRAM WITH RESPECT TO ANY LOSSES OR DAMAGES CAUSED BY SUCH INTERFACE PROGRAM; AND
 8. NEITHER MITCHELL 1 NOR ITS THIRD PARTY LICENSORS IS RESPONSIBLE FOR OBSOLESCENCE OF THE PRODUCT OR SERVICES, NOR SHALL HAVE RESPONSIBILITY FOR SUSPENDED, OUTDATED OR UNCORRECTED VERSIONS
10. **LIMITATION OF LIABILITY.**
 - (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF USE, TRADING LOSSES, LOSS OF SAVINGS, BUSINESS INTERRUPTION, OPPORTUNITY, LOSS OF DATA, OR OTHER PECUNIARY LOSS) ARISING OUT OF OR RELATED TO THE SERVICES OR PRODUCTS, THE USE OF OR INABILITY TO USE THE SERVICES OR PRODUCTS, OR THE TERMS OF THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - (b) NOT WITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, OR OTHERWISE), A PARTY'S LIABILITY TO THE OTHER FOR DAMAGES SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED THE FEES PAID BY CUSTOMER FOR THE AFFECTED SERVICES OR PRODUCT DURING THE MONTH IN WHICH THE CLAIM FIRST ACCRUED. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION 12 SHALL NOT APPLY TO EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT OR TO CUSTOMER'S BREACH OF THE LICENSES AND RESTRICTIONS SET FORTH IN THIS AGREEMENT AND THE APPLICABLE ORDER FORM(S).

End User/Owner Initial: _____

- (c) CUSTOMER'S SOLE REMEDY UPON BREACH OF THIS AGREEMENT SHALL BE MADE BY FILING A THAT MITCHELL 1 IS UNABLE TO CURE AFTER A REASONABLE NOTICE PERIOD, SHALL BE TERMINATION OF THE AGREEMENT AND REFUND OF UNEARNED PORTIONS OF THE FEES STATED ON THE ORDER FORM(S).
- 11. Equitable Relief.** Notwithstanding any other provision of this Agreement, Customer acknowledges that any breach of its obligations under this Agreement with respect to the Services or Products and any other proprietary rights and confidential information of Mitchell 1 or its Third Party Providers will cause irreparable injury to Mitchell 1 or its third party providers, as applicable, for which there are inadequate remedies at law and, therefore, Mitchell 1 or its Third Party Providers shall be entitled to equitable relief in addition to all other remedies provided by this Agreement and the applicable Order Form(s) or available at law.
- 12. Indemnification.** Customer agrees to defend, indemnify, and hold Mitchell 1 harmless against all claims and damages, including without limitation, reasonable attorney's fees arising out of Customer's use of the Services or Products, including but not limited to, any Update, unless such claims or damages result from, or unless Customer's authorized use of the Services or Products has given rise to, claims or damages based on the infringement of any copyright or other proprietary right of any third party. Mitchell 1 shall not be liable to you for interception of CWS data through the Internet by third parties. Mitchell 1 has no control over, is not responsible for and will not be liable to you for the actions of Internet systems and service providers or natural disasters that create delays or interruptions of services. Customer acknowledges and agrees that if Customer utilizes any non-Mitchell 1 supplied interface program to interface with the system, Customer shall look solely to the vendor of such interface program with respect to any losses or damages caused by such interface program. Mitchell 1 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.
- 13. Termination.**
- (a) Mitchell 1 shall have the right to terminate this Agreement in the event of any of the following: (1) if Customer defaults in the performance of any of Customer's obligations under this Agreement or breaches any restriction imposed on it by this Agreement, and if such default or breach involves performance or restrictions other than the payment of money and Customer shall not commence curing the same within ten (10) business days after written notice to Customer, and if such default is not thereafter cured within ninety (90) days; or (2) if a receiver is appointed or one or more creditors do take possession of all or substantially all of the assets of Customer, or if Customer shall make a general assignment for the benefit of creditors, or if Customer resolves to go into voluntary liquidation.
- (b) Notwithstanding the foregoing, Customer acknowledges that certain third party products licensed by Mitchell 1 to Customer under this Agreement may be terminated by Mitchell 1 upon violation of this Agreement by Customer without any opportunity to cure and the following actions by Customer shall constitute a material breach of the Agreement and Mitchell may terminate the Agreement, in part or in whole, upon notice to Customer without the opportunity to cure: (1) any use or dissemination of the Product or Services that is not expressly permitted in this Agreement, or (2) any unauthorized access to, or use of, the Product or Services by or through Customer. Immediately upon the effective date of termination of this Agreement, Customer shall cease using the Product and Services.
- (c) The terms and conditions of Sections 5, 8, 10, 11, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, and 29 shall survive the termination of this Agreement for any reason.
- 14. Effect of Termination.** In the event of the expiration or termination of this Agreement for any reason: (a) Customer shall refrain from any and all use of the Services and Products in any manner whatsoever, except as otherwise provided in this Agreement; (b) any CWS Web Site and Mitchell 1 Network Number shall immediately be shut down; (c) Customer shall not be relieved of any of its obligations which have accrued on and prior to the date of expiration or termination of this Agreement; (d) Customer shall return the system, data updates, and all Mitchell 1 documents and information pertaining thereto; (e) and Customer must immediately return to Mitchell 1 any and all Proprietary Materials.
- 15. Assignment.** Mitchell 1 may freely assign its rights hereunder without securing Customer's permission to do so. Customer may not assign its rights or delegate its duties hereunder without first securing written permission from Mitchell 1, which permission may be withheld at the sole discretion of Mitchell 1. For purposes of this Section 15, Customer shall be deemed to have assigned this Agreement if there is, in the aggregate, a change of ownership of twenty-five percent (25%) or more of Customer or a merger or combination of Customer with another entity of business, whether Customer is the surviving entity or not. Any such attempted assignment shall be void and shall constitute a default entitling Mitchell 1 to terminate this Agreement. Notwithstanding the foregoing, upon payment by Customer of a reasonable transfer fee, this Agreement may be assigned by Customer to a purchaser of all or substantially all of its business upon the prior written consent of Mitchell 1, such consent not to be unreasonably withheld.
- 16. Choice of Law and Forum.** This Agreement has been entered into in San Diego, California under the laws of the State of California and Customer and Mitchell 1 agree that it shall be interpreted, and all disputes arising hereunder shall be resolved, in accordance with California law. To the extent recourse to a court is allowed hereunder, both Customer and Mitchell 1 agree that jurisdiction of any claim or suit hereunder shall be exclusively the courts located within the County of San Diego, California. Both parties hereby submit to the personal jurisdiction of such courts and hereby disclaim the applicability of the Uniform Commercial Code, the Uniform Computer Information Transactions Act and the United Nations Convention of Contracts for the International Sale of Goods.
- 17. Arbitration.**
- (a) Any dispute, claim or controversy arising out of or relating to this Agreement or breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in San Diego, California, before a sole arbitrator, in accordance with the laws of the State of California for agreements made in and to be performed in that State. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction.
- (b) The arbitrator shall have no authority to amend or modify the terms of this Agreement or to award punitive or consequential, indirect, special or exemplary damages, and the award may be enforced by judgment.
- (c) Before, during, or after arbitration each party shall have the right, without awaiting the outcome of the arbitration, to seek provisional remedies from an appropriate court including but not limited to temporary restraining orders or preliminary injunctions. Seeking any such remedies shall not be deemed a waiver of either party's right to compel arbitration.

- 18. Limitation of Right to Pursue Claims.** ANY CLAIM SHALL BE MADE BY FILING A DEMAND FOR ARBITRATION WITHIN ONE (1) YEAR FOLLOWING THE OCCURRENCE FIRST GIVING RISE TO THE CLAIM.
- 19. Attorney's Fees.** If any action or proceeding is brought in connection with this Agreement, the prevailing party shall be entitled to its attorney's fees and other costs and expenses incurred in such action or proceeding, including any appeals or petitions therefore.
- 20. Irreparable Harm.** Customer acknowledges and expressly agrees that any breach by of the provisions of the licenses in Section 4 of this Agreement or any of the provisions Section 3 or Section 9 would cause Mitchell 1 irreparable harm for which damages would not be an adequate remedy. Therefore, Customer agrees that in the event of any breach of the licenses in Section 4 of this Agreement or any of the provisions Section 3 or Section 9, Mitchell 1 will have the right to seek injunctive relief against continuing or further breach by Customer, without the necessity of proof of actual damages. This right to seek injunctive relief without necessity of proof of damage will be in addition to any other right that Mitchell 1 may have under this Agreement, or otherwise in law or in equity.
- 21. Notice.** Any notice or other communication required or permitted to be given to either party shall be in writing and shall be deemed to have been properly given and to be effective on the date of delivery, if delivered in person, or by facsimile (with electronic confirmation of receipt and mailing a copy) or five (5) days after mailing by registered or certified mail, postage paid, to the other party at the following addresses, or the address provided to the other party in writing from time to time: In the case of Mitchell 1: 14145 Danielson Street, Poway, CA 92064, Attention: CRM Department Tel: 888-724-6742 (toll free) Fax: 858-391-5262. In the case of Customer, the address specified in the Order Form.
- 22. Waiver.** No delay or omission by either party hereto to exercise any right occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained.
- 23. Severability.** If any provision of this Agreement or applicable Order Form(s) is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other part of this Agreement or applicable Order Form(s), but the Agreement or applicable Order Form(s) shall be construed as not containing the particular provision or provisions held to be invalid or unenforceable.
- 24. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Section 26 shall not be construed to alter or modify the prohibitions upon assignments or transfers by Customer expressed elsewhere in this Agreement.
- 25. Force Majeure.** Mitchell 1 will not be liable for, or be considered to be in breach of or default under this Agreement, on account of any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control. Mitchell 1 may suspend or terminate provision of any Services or Product as a result of any such cause or condition.
- 26. 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.
- 27. Entire Agreement.** This Agreement and the applicable Order Form(s) sets forth the entire, final and exclusive agreement between Customer and Mitchell 1 as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties. This Agreement may be modified only pursuant to a writing executed by authorized representatives of Customer and Mitchell 1.
- 28. Export Laws.** Customer shall not export, re-export, disclose, or distribute the Services or Product in violation of any applicable laws or regulations, including the export laws and regulations of the United States, and shall comply with all such laws and regulations.
- 29. Complimentary Products.** If Customer has received complimentary products, Sections 1, 2, 3, 7 and 11(c) shall not apply to the complimentary products, except the definition of any term in an inapplicable Section shall remain in effect to the extent such term is used in an applicable Section. Customer shall not receive Services with complimentary products. This Agreement will commence upon Customer's receipt of the complimentary products. CUSTOMER'S SOLE REMEDY UPON BREACH OF THIS AGREEMENT BY MITCHELL 1 SHALL BE TERMINATION OF THIS AGREEMENT, AND DAMAGES NOT TO EXCEED \$1. This Agreement, as to the complimentary products, may be terminated by either party at any time upon written notice. Mitchell 1 shall further have the right to terminate this Agreement, as to the complimentary products, by denying Customer access to the complimentary products at its sole discretion.

Signature: _____

Please Print Clearly

Name: _____
 Company: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____
 Optional

License Key#: _____
 Ticket #: _____

SECTION 3: ITEM LIST (Filled out by End User/Shop Owner)

BK Item Number	JPRO P/N*	Item Description	QTY
JPRO® COMMERCIAL FLEET DIAGNOSTIC SOFTWARE			
BK 396-5039	11201	JPRO® Commercial Fleet Diagnostics - Heavy Duty Module	_____
BK 396-5040	11221	JPRO® Commercial Fleet Diagnostics - Ford Module	_____
BK 396-5085	11231	JPRO® Commercial Fleet Diagnostics - GM Module	_____
BK 396-5086	11261	JPRO® Commercial Fleet Diagnostics - Sprinter Module	_____
BK 396-5096	31138-A	JPRO® Next Step Annual Subscription	_____
BK 396-5097	31138-P	JPRO® Next Step (15 Month) Promotional Subscription	_____
JPRO® SOFTWARE ANNUAL SERVICE FEES			
BK 396-5082	40102-1	1 YR Annual Service Agreement – JPRO® Fleet Diagnostics - Heavy Duty Module	_____
BK 396-5083	40112-1	1 YR Annual Service Agreement – JPRO® Fleet Diagnostics - Ford Module	_____
BK 396-5105	40122-1	1 YR Annual Service Agreement – JPRO® Fleet Diagnostics - GM Module	_____
BK 396-5106	40162-1	1 YR Annual Service Agreement – JPRO® Fleet Diagnostics - Sprinter Module	_____
JPRO® INTERFACE ADAPTERS			
BK 396-5046	12204	JPRO® DLA+ PLC Adapter Heavy Duty Trailer Brake Kit	_____
BK 396-5047	12206	JPRO® DLA+ Adapter	_____
BK 396-5048	12208	JPRO® DLA+ Wireless Adapter	_____
BK 396-5092	12216	JPRO® DLA+ School "BUS" Adapter	_____
BK 396-5066	40104	3 Year Extended Warranty for All Adapters	_____
JPRO® COMPREHENSIVE FLEET SERVICE KITS			
BK 396-5095	23231	JPRO® Diagnostic Station	_____
BK 396-5098	35003	JPRO® OE Software "Super Bundle"	_____
JPRO® HEAVY-DUTY SERVICE KITS			
BUSINESS CLASS HD FLEET SERVICE KITS			
BK 396-5069	61025	JPRO® Business-Class Fleet Service Kit w/ DLA+	_____
BK 396-5070	61050	JPRO® Business-Class Fleet Service Kit w/ DLA+ PLC	_____
BK 396-5071	61075	JPRO® Business-Class Fleet Service Kit w/ DLA+ Wireless	_____
PANASONIC CF-53 SEMI-RUGGED HD FLEET SERVICE KITS			
BK 396-5072	63025	JPRO® Semi-Rugged Fleet Service Kit w/ DLA+	_____
BK 396-5073	63050	JPRO® Semi-Rugged Fleet Service Kit w/ DLA+ PLC	_____
BK 396-5074	63075	JPRO® Semi-Rugged Fleet Service Kit w/ DLA+ Wireless	_____
PANASONIC CF-31 FULLY-RUGGED HD FLEET SERVICE KITS			
BK 396-5078	65125	JPRO® Fully-Rugged Fleet Service Kit w/ DLA+ & Touchscreen	_____
BK 396-5079	65150	JPRO® Fully-Rugged Fleet Service Kit w/ DLA+ PLC & Touchscreen	_____
BK 396-5080	65175	JPRO® Fully-Rugged Fleet Service Kit w/ DLA+ Wireless & Touchscreen	_____

*Additional years of annual support on JPRO software is only available to purchase through NAPA at the time the module is sold. **JPRO Next Step** software module and support must be purchased separately.

Renewals after the initial purchase must be made by visiting www.jprofleetproducts.com/renewals

or call the JPRO® Renewals line at: 1-855-889-JPRO (5776).

Part numbers effective July 1, 2013. * All Noregon product is available through Balkamp OR special order process.

BK Item Number	JPRO P/N*	Item Description	QTY
JPRO® TABLET SOLUTIONS			
BK 396-5101	62075	JPRO® Business-Class Tablet Solution	_____
BK 396-5108 (Replaces BK 396-5102)	66075	JPRO® Fully-Rugged Tablet Solution	_____
JPRO® SCHOOL "BUS" SOLUTIONS			
PANASONIC SEMI-RUGGED FLEET SERVICE KIT			
BK 396-5104	73025	JPRO® School "BUS" Semi-Rugged Fleet Service Kit w/ "BUS" Adapter	_____
JPRO® SCHOOL "BUS" BUNDLE			
BK 396-5094	13233	JPRO® School "BUS" Bundle w/ "BUS" Adapter, HD, Ford & GM Software	_____
NOREGON FLEET DIAGNOSTIC KITS			
BK 396-5115 (Replaces BK 396-5103)	70051	Noregon Heavy Duty Tractor/Trailer ABS Diagnostic Kit	_____
NEXT STEP BUNDLES			
BK 396-5116	11202-NS	JPRO® HD with Next Step	_____
BK 396-5117	23231-NS	JPRO® Diagnostic Station with Next Step	_____
BK 396-5118	61025-NS	JPRO® Business Class Fleet Service Kit DLA+ with Next Step	_____
BK 396-5119	61050-NS	JPRO® Business Class Fleet Service Kit DLA+ PLC with Next Step	_____
BK 396-5120	61075-NS	JPRO® Business Class Fleet Service Kit DLA+ Wireless with Next Step	_____
BK 396-5121	63025-NS	JPRO® Semi-Rugged Class Fleet Service Kit DLA+ with Next Step	_____
BK 396-5122	63050-NS	JPRO® Semi-Rugged Class Fleet Service Kit DLA+ PLC with Next Step	_____
BK 396-5123	63075-NS	JPRO® Semi-Rugged Class Fleet Service Kit DLA+ Wireless with Next Step	_____
BK 396-5124	63125-NS	JPRO® Semi-Rugged Class Fleet Service Kit Touchscreen DLA+ with Next Step	_____
BK 396-5125	63150-NS	JPRO® Semi-Rugged Class Fleet Service Kit Touchscreen DLA+ PLC with Next Step	_____
BK 396-5126	63175-NS	JPRO® Semi-Rugged Class Fleet Service Kit Touchscreen DLA+ Wireless with Next Step	_____
BK 396-5127	65125-NS	JPRO® Fully-Rugged Class Fleet Service Kit Touchscreen DLA+ with Next Step	_____
BK 396-5128	65150-NS	JPRO® Semi-Rugged Class Fleet Service Kit Touchscreen DLA+ PLC with Next Step	_____
BK 396-5129	65175-NS	JPRO® Semi-Rugged Class Fleet Service Kit Touchscreen DLA+ Wireless with Next Step	_____
BK 396-5130	62075-NS	JPRO® Business Class Tablet Fleet Service Kit DLA+ Wireless with Next Step	_____
BK 396-5109 (Replaces BK 396-5102)	66075-NS	JPRO® Fully-Rugged Tablet Fleet Service Kit DLA+ Wireless with Next Step	_____
CABLES			
BK 396-5089	12172	JPRO® 6-Pin Cable (5')	_____
BK 396-5090	12189	JPRO® 9-Pin Cable (5')	_____
BK 396-5132	12189-FTL	JPRO® 9-Pin – Freightliner Cable (5')	_____
BK 396-5107	12159	JPRO® Commercial Fleet OBDII – Volvo/Mack Cable (Purple)	_____
BK 396-5045	12166	JPRO® Commercial Fleet OBDII – Ford Cable (Red)	_____
BK 396-5087	12167	JPRO® Commercial Fleet OBDII – GM Cable (Yellow)	_____
BK 396-5088	12170	JPRO® Commercial Fleet OBDII – Sprinter Cable (Blue)	_____
BK 396-5049	12213	Cummins 3-Pin Cable with Pigtail	_____
BK 396-5061	32111	JPRO® PLC J560 T-Connector Cable	_____
BK 396-5043	12105	USB Cable (15')	_____
REPLACEMENT PARTS			
BK 396-5042	12101	JPRO® DLA+ Adapter Carrying Case	_____
BK 396-5044	12115	JPRO® Fleet Service Kit Carrying Case	_____
BK 396-5131	23232	JPRO® Diagnostic Station Hardware Components w/ Laptop	_____
BK 396-5063	32117	Wireless USB Connector	_____

BK Item Number	JPRO P/N*	Item Description	QTY
JPRO® THIRD PARTY SOFTWARE			
BK 396-5050	31109	Detroit Diesel Diagnostic Link	_____
BK 396-5051	31114	Volvo/Mack – Premium Tech Tool	_____
BK 396-5052	31116	International ServiceMaxx	_____
BK 396-5053	31117	International Diamond Logic Builder	_____
BK 396-5058	31129	International Panel Cluster Fleet	_____
BK 396-5054	31118	Allison DOC for Fleets 1K/2K	_____
BK 396-5055	31119	Allison DOC for Fleets 3K/4K	_____
BK 396-5056	31120	Allison DOC	_____
BK 396-5111 (Replaces BK 396-5064)	32135	Heavy Duty ABS Software Bundle	_____
BK 396-5110 (Replaces BK 396-5062)	32134	Meritor WABCO TOOLBOX v. 11.0	_____
NOREGON SHOP FEES FOR THIRD PARTY SOFTWARE			
BK 396-5065	40101	Set-up/Installation & Testing for JPRO® Fleet Service Kit	_____
BK 396-5067	40106	Set-up/Installation & Testing for Customer Computer	_____
BK 396-5068	40107	Shipping Insurance for Non-Noregon Computer	_____
THIRD PARTY SOFTWARE BUNDLES			
BK 396-5112 (Replaces BK 396-5098)	35003	JPRO® OE Software "Super Bundle" Detroit Diesel Diagnostic Link Volvo/Mack – Premium Tech Tool International Service Maxx - Engine Software International Diamond Logic Builder – 2002 to present (AC, Chassis) International Panel Cluster Fleet – 2001 and prior (Dash and Chassis) Allison DOC Heavy Duty ABS Software Bundle Setup/Installation & Testing for JPRO® Fleet Service Kit	_____
BK 396-5113 (Replaces BK 396-5099)	35102	OE Software School "BUS" Bundle Detroit Diesel Diagnostic Link International Service Maxx - Engine Software International Diamond Logic Builder – 2002 to present (AC, Chassis) International Panel Cluster Fleet – 2001 and prior (Dash and Chassis) Allison DOC Meritor/ WABCO Toolbox Setup/Installation & Testing for JPRO® Fleet Service Kit	_____
BK 396-5114 (Replaces BK 396-5100)	35103	OE Software School "BUS" Bundle for Customer Provided Computer Detroit Diesel Diagnostic Link International Service Maxx - Engine Software International Diamond Logic Builder – 2002 to present (AC, Chassis) International Panel Cluster Fleet – 2001 and prior (Dash and Chassis) Allison DOC Meritor/WABCO Toolbox Setup/Installation & Testing Customer Computer Setup/Installation & Testing for Non-Noregon Computer	_____

NOTE: Third Party Diagnostic Software is available only with the purchase of JPRO Fleet Diagnostic Software.

SECTION 4

*(Filled out by NAPA D.C. and sent to Balkamp Customer Service
by FAX: 317-227-1192 or Email: customer.service@balkamp.com)*

Customer Information

Salesperson Name: _____ Salesperson Contact PH#: _____

Store Name & #: _____

DC Name and #: _____

Purchase Order # _____ Date: _____

SECTION 5

*(Filled out by Balkamp Customer Service and Sent to Noregon:
ATTENTION ORDER FULFILLMENT by FAX (336-760-2540) or email: Orders@noregon.com)*

Customer Information

Salesperson Name: _____ Salesperson Contact PH#: _____

Store Name & #: _____

DC Name and #: _____

Purchase Order # _____ Date: _____