

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 16067 Babcock Street, San Diego, CA 92127-3690 Ph# (888) 724-6742

# SHOPKEY ORDER FORM with Order Terms

ORDER # QUOTE

NEW ACCOUNT? ☐ Yes ☒ No ☐ Has Info Changed?

SHIP TO ☐ Rep ☒ Customer ☐ Other

SHIP TO #:	954979	CRP ID:		ASSOC MEMBER #:		PDG or Lead #:		DATE:	2/11/2021
CO NAME:	DAVIS SR HIGH SCHOOL					TM REP:	Millie Amezola	T#:	1495
ATTENTION:						IND REP:	Philip Kerr	I#:	054229
ST ADDRESS:						SK REP:		R#:	
CITY, ST, ZIP:						DEALER:		D#:	
PH#:		FAX#:		EMAIL:					

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

BILL TO #:	976821	CO NAME:	DAVIS UNIFIED SCHOOL DIST	Lease Co?	<input type="checkbox"/> Yes <input type="checkbox"/> No
ATTENTION:					
ST ADDRESS:					
CITY, ST, ZIP:					

		Subscription		Code	Term	Price**
PRODUCT	QTY	NEW / REN				
Select Product: ShopKey Teamworks SE	1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SCHOOL	12M	\$1,469.00
		<input type="checkbox"/>	<input type="checkbox"/>			
		<input type="checkbox"/>	<input type="checkbox"/>			
		<input type="checkbox"/>	<input type="checkbox"/>			
		<input type="checkbox"/>	<input type="checkbox"/>			
Type Other		<input type="checkbox"/>	<input type="checkbox"/>			

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

<b>DIRECT DEBIT</b>	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:	
	<input type="checkbox"/> Direct Debit (attach voided check)	<input type="checkbox"/> Credit Card Card # _____ Exp: _____
	Name on Card: _____ Signature: _____ Date: _____	

Subtotal	\$1,469.00
+ TAX* if applicable	
<b>TOTAL</b>	

\*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.  
Promotional pricing returns to list pricing in renewal term.

Remit Payment to Mitchell 1.

<b>FIRST MONTH OR FULL PAYMENT</b>	<input type="checkbox"/> Check (Ck # _____) Amt _____ ) <input type="checkbox"/> P.O. # _____
	<input type="checkbox"/> Credit Card Card # _____ Name on Card: _____ Exp: _____

SPECIAL INSTRUCTIONS:

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](http://www.sktraining.net/unsubscribe) TO UNSUBSCRIBE.

End User/Owner Signature: X Print Name Amari Watkins X Title Associate Superintendent X

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

Please sign the last page below as well. →

**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.

SKEOF082020

## ShopKey Order Terms and Conditions

**1. Agreement; Order Forms.** The agreement between you ("Customer") and Snap-on Diagnostics, a Division of IDSC Holdings LLC ("Snap-on Diagnostics") includes: (i) these Snap-on Diagnostics Order Terms and Conditions; (ii) the Order Form; and (iii) the End User License Agreement, as may be updated from time to time ("EULA") (collectively, the "Agreement"). 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. Any additional terms and conditions set forth on any customer quote, purchase order, or other written documentation from Customer shall be considered void and of no force and effect and are hereby expressly rejected.

**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 any renewal period. Notwithstanding anything herein to the contrary, if the Order Form 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 cancellation stated above shall apply to any promotional term.

### 2.1 Business Performance Services

**2.1.1. Overview.** If the Services include Customer Retention Marketing Service Reminders ("CRM"), Target Market Promotions ("TMP"), Website or other services offered by Snap-on Diagnostics 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' 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.
- (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 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. 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) 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.

(m) 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 CRM 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 any and all content posted to such site, including, without limitation, the completeness and accuracy of any service history or other information included in the consumer's service records.

**2.1.4. Manager SE Connection Service (MSEC).** Installation of ShopKey shop management software also includes the installation of the MSEC application which is required for all product features and add-on products and services to function. As part of this service, Snap-on Diagnostics provides the following:

- (a) Real-time database replication and electronic storage of Customer database files on Shopkey servers.
- (b) Data updates and additions from Snap-on Diagnostics licensed products and features into the Customer MSEC database, which will be synchronized with the Customer locally-hosted database.
- (c) Snap-on Diagnostics customer service personnel to provide web based restoration of the electronically stored ShopKey shop management product database files (to the extent such files are backed up on Shopkey servers).

**2.1.5. ShopKey Shop Management Texting Service.** Customer acknowledges the following regarding texting service usage:

- (a) Snap-on Diagnostics provides the Customer with the ability to send and receive short message service (SMS) text messages. Snap-on Diagnostics texting service includes an unsubscribe mechanism for message recipients.
- (b) The Customer located in the United States is responsible for appropriate usage and adherence to all local, state and federal laws as they pertain to sending and receiving text messages.
- (c) The Customer located in Canada is responsible for adherence to all local, provincial and federal legislation including but not limited to Canada's Anti-Spam Legislation (CASL).

**2.2 Subscriptions.** The terms below will apply to the Subscription selected by Customer: The subscription period for any subscription, as set forth in the Order Form ("Subscription"), is effective for an initial term of either twelve (12) or twenty-four (24) months (as selected on the Order Form) following the commencement date ("Initial 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 Subscription. The activation fee is non-refundable once the Order Form is accepted by Snap-on Diagnostics. 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 Subscription Period, the Subscription Period for this Subscription will renew automatically on a month to month basis (each, a "Renewal Period", together with the Initial Subscription Period, the "Subscription Period"). 30-day notice is required to cancel during any Renewal Period. A Subscription may not be cancelled by Customer during the Initial Subscription Period. Snap-on Diagnostics reserves the right to change pricing upon notice to Customer prior to each Renewal Period. At the end of the Initial Subscription Period or any Renewal Period, Customer must discontinue use of the Product, any Updates and all documentation.

**3. Payments.** As applicable, Customer hereby authorizes Snap-on Diagnostics to charge the Customer the fees set forth in the Order Form 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, complete 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. Customer agrees to update and keep current its account registration and payment card or checking account information. 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. Snap-on Diagnostics reserves the right to not renew Customer's account at any time for any reason.

**4. 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 Service or Product during the applicable Subscription Period 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. As it pertains to the shop management software, an additional license is required for each additional computer the application is installed on beyond the host machine. The Snap-on Diagnostics Services and Products are not sold or transferred and Snap-on Diagnostics retains ownership of all right, title, and interest in and to the Services and Products and all copies thereof, including, any software applications or content. Except for the rights expressly granted in the Agreement, Snap-on Diagnostics grants no right, title, or interest to Customer in any of the Products or Services or any part thereof.

5. **Export Control.** Snap-on Diagnostics' products may be subject to U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Customer hereby represents and warrants that: (i) Customer is not located in any country to which the United States has embargoed goods or has otherwise applied any economic sanctions; and (ii) neither Customer nor any end-user is a denied party as specified in any applicable export or re-export laws or regulations or similar laws applicable in other jurisdictions. Customer agrees to comply with all applicable export and reexport control laws and regulations, including the EAR, trade and economic sanctions maintained by OFAC, and the ITAR. Specifically, Customer shall not, directly or indirectly, sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Snap-on Diagnostics to any destination, entity, or person prohibited by any applicable laws or regulations of the United States or any other jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

6. **Third Party Rights.** Customer hereby acknowledges and agrees that certain portions of the content or materials contained in the Products or Services may be licensed by Snap-on Diagnostics from certain third parties (the "Third Party Beneficiaries"). The Third Party Beneficiaries are intended beneficiaries of the Agreement and may have the right to enforce the Agreement directly. Other than as expressly set forth above, the Agreement is not intended to, and affirmatively does not, grant rights to any other party or create any other third party beneficiary rights.

7. **Indemnification by Customer.** Customer hereby agrees to indemnify and hold Snap-on Diagnostics and the Third Party Beneficiaries harmless from and against all damages, losses, and expenses of any kind or nature (including reasonable attorney fees and costs) arising out of or related to: (i) Customer breach of the Agreement or any part thereof; (ii) any activity performed by Customer that makes use of the Services or Products; (iii) Customer's wrongful or improper use of the Products or Services; and (iv) Customer's violation, actual or alleged, of any law, regulation, order, or the infringement or violation of any rights of a third party.

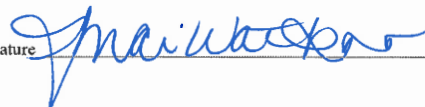
8. **Entire Agreement.** The Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement supersedes all prior agreements and understanding between the parties regarding its subject matter. A waiver of any right hereunder does not imply a waiver of any other rights and no waiver alternation modification or amendment shall be effective unless made in writing and signed by authorized representatives of the parties.

9. **Counterparts; Electronic 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. Each party agrees that 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 electronic signature, 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, e-mail, or electronic click-to-accept signatures. Order Forms for 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 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.

10. **Disclaimer of Warranties.** OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT, NEITHER SNAP-ON DIAGNOSTICS NOR ANY OF ITS AFFILIATES, SUPPLIERS, LICENSORS, OR THIRD PARTY BENEFICIARIES MAKE ANY SPECIFIC PROMISES, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE PRODUCTS OR SERVICES. THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS". EXCEPT AS MAY BE PROHIBITED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE HEREBY DISCLAIMED AND EXCLUDED.

11. **Privacy.** Snap-on Diagnostics' privacy policy explains how Snap-on Diagnostics treats your personal data and protect your privacy when you use the Products or Services. By using the Products or Services, you agree that Snap-on Diagnostics may use such data in accordance with the Snap-on Diagnostics privacy policy.

End User/Owner Signature



A Snap-on Company



MITCHELL1  
25029 NETWORK PLACE  
CHICAGO, IL 60673-1250

# INVOICE

FED ID #: 33-0734307

B DAVIS UNITIFIED SCHOOL DISTRICT  
I 526 B ST  
L DAVIS CA 95616  
L

S DAVIS SENIOR HIGH SCHOOL  
H ROBERT THAYER  
I 315 W 14TH ST  
P DAVIS CA 95616



SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

INVOICE NUMBER		DATE	BILL TO ACCOUNT NO.	CORP NO.	PAGE
25525965		01-27-21	976821		1
PURCHASE ORDER NUMBER		TERMS	SHIP TO ACCOUNT NO.	SHIP VIA	
		PROFORMA	954979		
QTY	PRODUCT	DESCRIPTION		UNIT PRICE	AMOUNT
1	SKPDOMSTMKPC	QUOTE GOOD FOR 60 DAYS. THANK YOU FOR YOUR ORDER. SHOPKEY PRODEMAND ONLY SCHOOL TEAMWORKS PLUS		1469.00	1469.00
				SUB TOTAL	1469.00
				SALES TAX	121.19
				SHIPPING	0.00
THANK YOU Please Pay This Amount					1590.19

For Payments Only:

Please remove at perforation and return with your payment. Thank you.

MITCHELL1  
25029 NETWORK PLACE  
CHICAGO, IL 60673-1250

# INVOICE

SORRY, WE CANNOT ACCEPT POST-DATED CHECKS.

SEE OTHER SIDE FOR ADDRESS TO SEND:  
CORRESPONDENCE/ADDRESS/SUBSCRIPTION CHANGES

620186

T1495

INVOICE NO.	DATE	TERMS	PURCHASE ORDER NO.	INVOICE AMT	AMT
25525965	01-27-21	PROFORMA		1590.19	

BILL TO ACCOUNT NO. - 976821

SHIP TO ACCOUNT NO. - 954979

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DAVIS UNITIFIED SCHOOL DISTRICT  
526 B ST  
DAVIS CA 95616

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DAVIS SENIOR HIGH SCHOOL  
ROBERT THAYER  
315 W 14TH ST  
DAVIS CA 95616

