



# Mitchell OnDemand5<sup>®</sup> Heavy Truck

Computerized Repair Information System

Multi-User's Guide

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**Mitchell1**

*The First Choice of Automotive Professionals*

[www.mitchell1.com](http://www.mitchell1.com)

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5HTRMDOC

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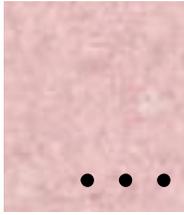
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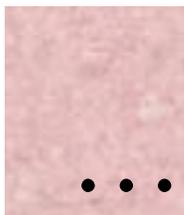
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# Chapter 1

## Networking Overview

### Overview

This document is provided to Mitchell 1 customers to help with setting up **and using** Mitchell software in a multi-user (network) environment. The first chapter provides some general networking information and our recommendations for networking hardware and software. The second chapter describes how to set up the OnDemand5 Heavy Truck multi-user software. **The third chapter provides basic OnDemand5 user instructions.**

### Before You Begin

This user's guide is written for the shop owner or manager who has purchased a multi-user version of the OnDemand5 Heavy Truck software and needs guidance in setting up OnDemand5 Heavy Truck. This document is *not* intended to be a comprehensive "How To" guide on setting up networks. Refer to the *Network Administrator's Guide* for more information and suggestions on configuring your network. The most recent version of the guide may be downloaded from:

<http://www.mitchellsupport.com/docs/Network Administrator.pdf>

While setting up OnDemand5 Heavy Truck in a multi-user environment is not especially difficult for persons with networking expertise, it is *highly* recommended that you acquire the assistance of a Microsoft Certified Professional or other trained networking professional. This document assumes a basic knowledge of networking and Mitchell 1 can *not* provide technical support on networking functions external to the OnDemand5 Heavy Truck software.

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**Important Note:**

The importance of having a stable, reliable network as a platform for your OnDemand5 Heavy Truck installation cannot be overemphasized. Mitchell 1 will *not* provide technical support on networking functions external to the OnDemand5 Heavy Truck software. For a detailed description of Mitchell's network support policy, turn to page 3. If you have any questions about your ability to properly configure your network, you should seriously consider hiring a network professional.

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## Technical Tips

- ? For best results, Mitchell 1 recommends using the same Operating System for all network workstations.
- ? Users must have Administrator rights to perform installation in Windows XP, NT, and 2000.
- ? Before closing down or restarting the Host workstation, make sure all shop personnel are out of OnDemand5 Heavy Truck.
- ? Make sure that all workstations are shut down before performing any system maintenance (e.g. software updates).

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**Note:**

Whenever possible, system maintenance should be performed during off-hours.

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## Hardware and Software Requirements

Mitchell 1's latest requirements document can also be downloaded from our website at <http://www.mitchell1.com>.

In addition to meeting the minimum requirements for OnDemand5 Heavy Truck, specific additional requirements for networking are:

- ? Windows XP, Windows 2000\*, Windows NT 4.0\*, Windows ME, Windows 98\*
- ? Required Network Card and Protocol
- ? 3Com or Intel 10/100 Mb/sec Network Card
- ? TCP/IP network protocol

\* **Note:** Windows 98 should be SE (Second Edition), Windows NT should be Version 4.0, Service Pack 6 (SP6), Windows 2000 should be Service Pack 2 (SP2)

**\*\* Network Users:** Mitchell 1 recommends the same Operating System environment for both the Host and the Workstations in a Multi-User setup.

## Network Engineering Resources

For reasons detailed earlier in this document, the best, most cost-effective way to design, install and maintain a Local Area Network (LAN) is to contract with a local network engineer. A certified professional will consider the type of structure involved in the proposed installation; existing hardware you may wish to include in the network configuration; running network cables; hooking up various computers and peripherals; installing and testing software to avoid conflicts and more.

The added expense of contracting with a professional should be offset many times over by savings in installation, reductions in system downtime, etc.

## Mitchell Network Support Policy

Mitchell's network technical support covers current customers with active subscriptions only. We must have a customer record of a Mitchell software product purchase in order to provide support.

First level technical support can provide only very limited support on Windows networks. If first level determines that network administration assistance is required because of network problems, this assistance is offered for a fee.

We can troubleshoot and address these types of network issues:

- ? Printing and CD/DVD connectivity
- ? User setup
- ? Hardware selection and configuration assistance
- ? Remote network administrators
- ? Other software conflicts

First call our technical support line at **(888) 724-6742**. The support line is in operation Monday through Friday, except holidays, 6:30 a.m. to 4:30 p.m. PST.

Our technical support staff will forward network installation calls to the customer service administrator. If your shop does not have a network administrator, customer service will inform you that help from our network engineers requires advance payment via credit card.

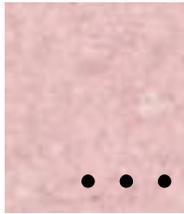
Upon credit card authorization, a network engineer will call the customer back within three hours during our regular business hours. If we receive the call after

2:00 p.m. PST, we may call back early the next business day, depending on call volume.

Network technical support is currently \$2 per minute, with a 20-minute minimum. This price is subject to change without notification. Mitchell 1 will receive credit card authorization for 20 minutes initially. If the call takes longer, we will ask for additional credit card authorizations as needed.

## Summary

The importance of having a stable, reliable network as a platform for your OnDemand5 Heavy Truck installation cannot be overemphasized. Mitchell 1 recommends that network configuration be performed by a trained networking professional. Once your network is in place, you are ready to install and use OnDemand5 Heavy Truck.



## Chapter 2

# OnDemand5 Heavy Truck Network Setup

### Overview

This section of this *User's Guide* describes the procedure for setting up OnDemand5 Heavy Truck on a network and describes technical considerations for using OnDemand5 Heavy Truck in a multi-user environment.

### Network Installation

**Before you Begin:** You need to have a properly functioning network to run the OnDemand5 Heavy Truck software. Mitchell 1 cannot provide technical support on network issues external to the OnDemand5 Heavy Truck Software.

**Note:** Windows NT, 2000 and XP require administrative privileges to install this software.

Designate a Computer on your Network which will serve as the Host Workstation: that is, the workstation on which the program indexes and data will reside. First you will set up and register on the Host workstation, then you will set up the other workstations on your system.

### Uniform/Universal Naming Convention (UNC)

OnDemand5 Heavy Truck Multi-User software uses UNC, Universal Naming Convention or Uniform Naming Convention, a PC format for specifying the location of resources on a local-area network (LAN). UNC uses the following format:

\\server-name\shared-resource-pathname

So, for example, to access the file test.txt in the directory examples on the shared server silo, you would write:

\\silo\examples\test.txt

The idea behind UNC is to provide a format so that each shared resource can be identified with a unique address. In the case of Heavy Truck, the shared resources are the Heavy Truck Data and Indexes.

## Host Setup/Registration

1. Insert the Heavy Truck installation CD. The software should autorun. Follow the on-screen instructions to complete the installation. Once the software is done installing, it will reboot your PC.
2. Once your PC has rebooted, you must share “C:\M1HTR” folder with full access rights.

**A Note on Sharing:** You must specify both read *and* write privileges on the shared folder. If you do not, you will not be able to install and run OD5 Heavy truck on other workstations. Also, if a higher level folder specifies sharing, but not read and write, you will not be able to run OD5 Heavy Truck on your other workstation. For example, if you specify that [\\Host\M1HTR\Shared](#) is shared with read/write privileges, if a higher-level folder [\\Host\M1HTR](#) is shared with read-only privileges, you will not have the correct share privileges in the [\\Host\M1HTR\Shared](#) folder and will not be able to install/run OD5 Heavy Truck on other workstations.

3. Once the “C:\M1HTR” is shared with full access, copy the data files to a shared directory on the network as described below.

## Copy the Data Files to Shared Directory

Multi-user installations require that you copy the data to your hard drive. The next step in the multi-user installation is to copy your Data Files to a Shared Directory on the network. Although the shared directory can be anywhere on the network, Mitchell 1 recommends following the convention described in the following procedure.

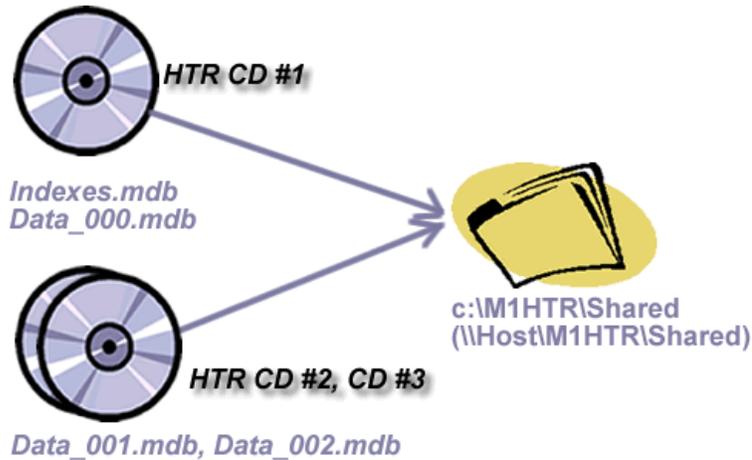
Copying the data is done outside of the Heavy Truck program, using Windows files and folders copying capability.

You need to copy a total of four files from the Data CDs:

```
Data_000.mdb (Disc 1)
Data_001.mdb (Disc 2)
Data_002.mdb (Disc 3)
Index.mdb (from any disc - only copy once)
```

The Data Files must be copied to a shared location on the network. Mitchell recommends that you copy the files to the Shared folder created by the installation program, usually:

```
C:\M1HTR\Shared
which is mapped to:
\\Host UNC\M1HTR\Shared
```



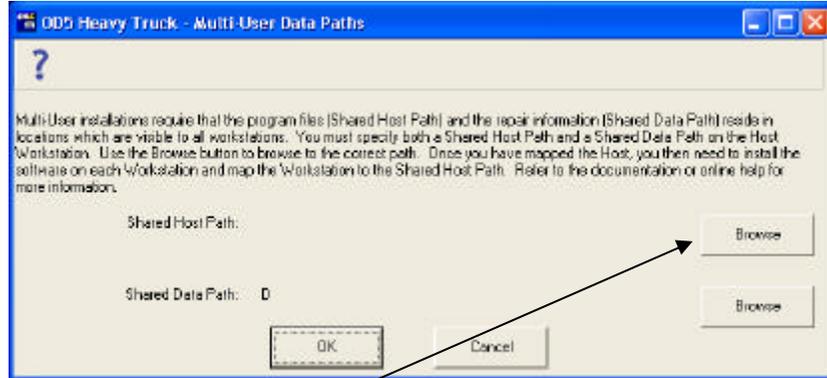
- Once you have completed copying of the data from all CDs to the shared location, open OD5 Heavy Truck program and choose **Register Product** from the **Setup** menu.

The Registration Wizard displays your registration options.



- Insert the Multi-User key diskette in your floppy drive and choose the **Register a Product using a key diskette** option and click **Next**.

6. After you have registered, the Multi-User Data Paths dialog box displays.



7. Choose the first **Browse** button to set the **Shared Host Path**.

Mitchell 1 recommends that you use the default path suggested by the program: C:\M1HTR\Shared

When you click **Save**, the path will be converted to the Network name.

\\Host UNC\M1HTR\Shared

You may be asked to restart your OD5 Heavy Truck application. Remove the key diskette and restart the program.

Once you have restarted the program, set the Shared Data Path as described below.

Once you have copied the data files, you are ready to map your indexes and data on the Host workstation.

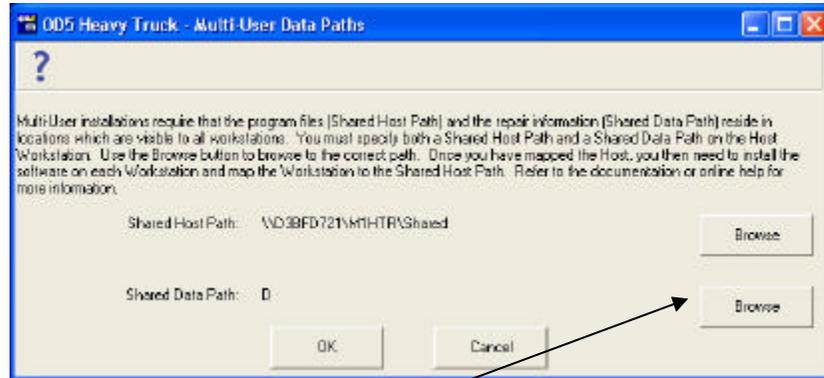
**A Note on Sharing:** You must specify both read *and* write privileges on the shared folder. If you do not, you will not be able to install and run Heavy truck on other workstations. Also, if a higher level folder specifies sharing, but not read and write, you will not be able to run Heavy Truck on your other workstation. For example, even if you specify that [\\Host\M1HTR\Shared](#) is shared with read/write privileges, if a higher-level folder [\\Host\c:](#) is shared with read-only privileges, you will not have the correct share privileges in the [\\Host\M1HTR\Shared](#) folder and will not be able to install/run Heavy Truck on other workstations.

## Mapping your Indexes and Data on the Host PC

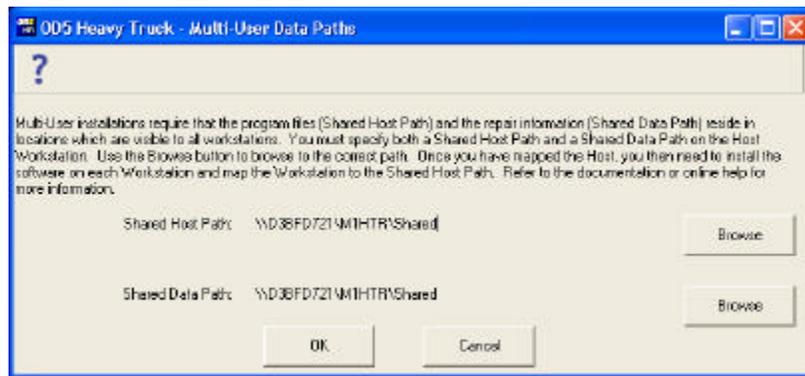
Mapping takes place in the multi-user data paths dialog box.

### To Map your Indexes and Data (Host PC):

1. Inside the OD5 Heavy Truck application, choose **Multi-User Data Paths** from the **Setup** menu.



2. Click the **Shared Data Path Browse** button.
3. Browse to the location to which you copied the data (C:\M1HTR\Shared). Click on the **Index.mdb** file and then **Open**.
4. You are returned to the Multi-User Data Paths dialog box with the Shared Data Path directory displayed in the Shared Data Path field.



5. Click **OK**. You are now ready to complete Workstation setup.

## Setup Workstations

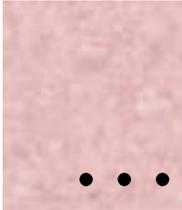
The following steps must be performed on each workstation on which you plan to use the OnDemand5 Heavy Truck program.

1. Install the OnDemand5 Heavy Truck software from the installation CD.
2. Once you have restarted your system, start OD5 Heavy Truck program and then open the Multi-User Data Paths dialog box (**Setup/Multi-User Data Paths**).
3. Browse to the Shared Host Path on your network. The Shared Host Path is located on your Host PC. If you mapped it according to the defaults, the path will be:

\\Host UNC\M1HTR\Shared

Once you have set your Shared Host Path, your shared data path (UNC) is automatically mapped for you. You should now be able to use OD5 Heavy Truck on this workstation. Repeat these steps on all workstations on which you plan to run the program.





## Chapter 3

# 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:

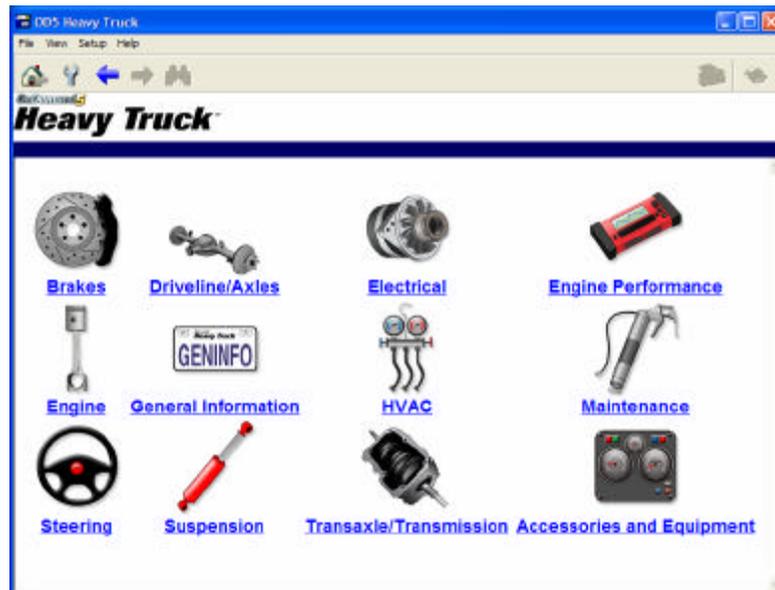
Option	Description
Systems	Begins your lookup of repair information by system, or component type. This section contains information for Class 4-8 trucks by components.
Year/Make/Model	Begins your lookup of repair information by Vehicle Year, Make, and Model. This section contains information for Class 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*

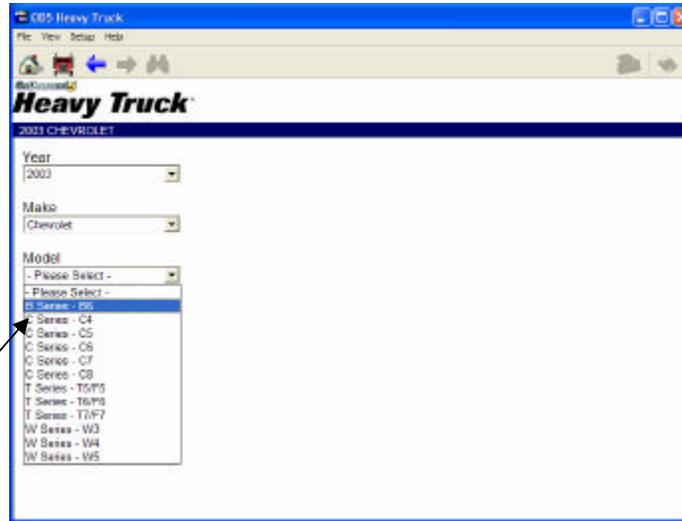
The article screen displays at the selected shortcut.

## 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.



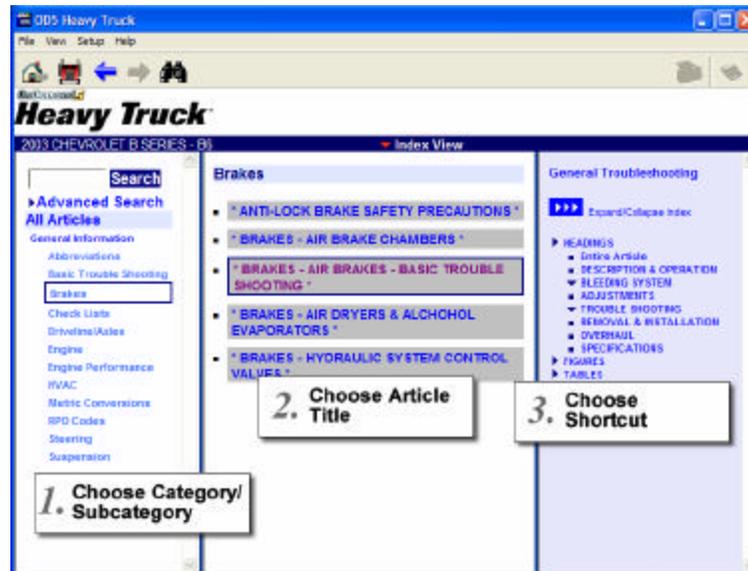
*Select Year, Make, Model*

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

- Pick a **Category**. A listing of available Subcategories displays below.
- 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 Titles are available, then those Titles are displayed. Click on a Title you wish to lookup information.

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



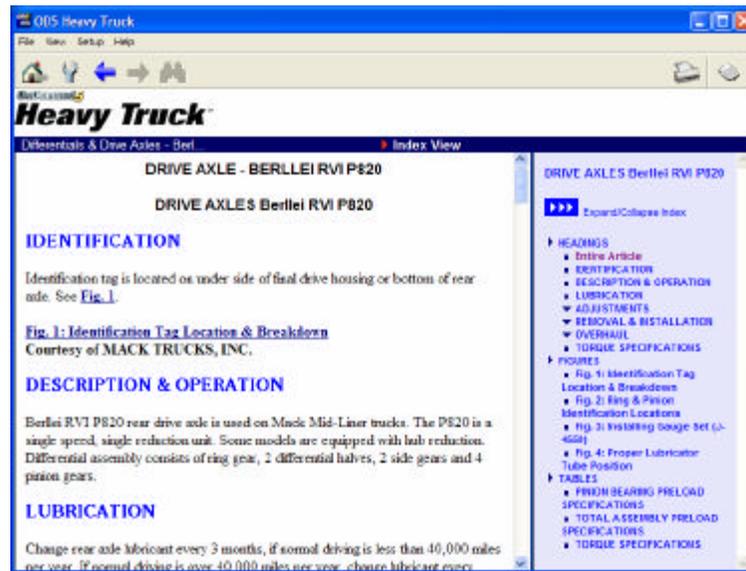
*Choose Category/Title/Shortcut*

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.

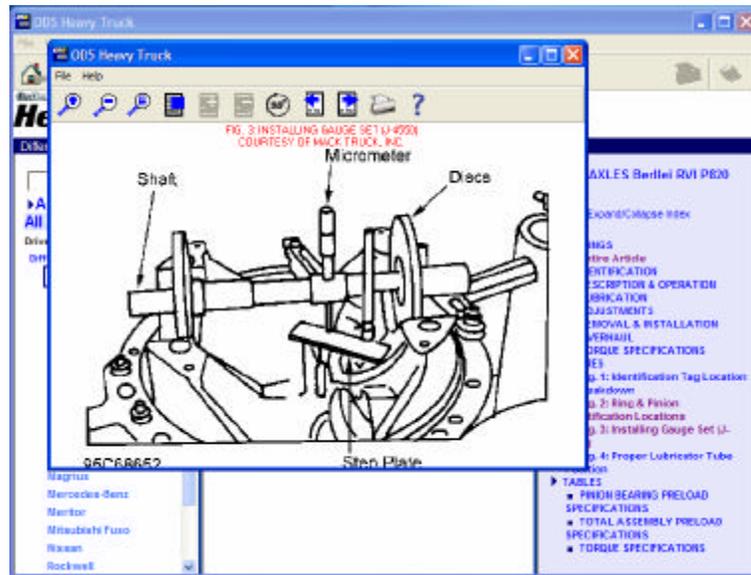
***A note about Disc swapping:*** Do not change Discs unless prompted by the program. Unprompted disc swapping can result in program errors requiring restart of the Heavy Truck program.



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**.

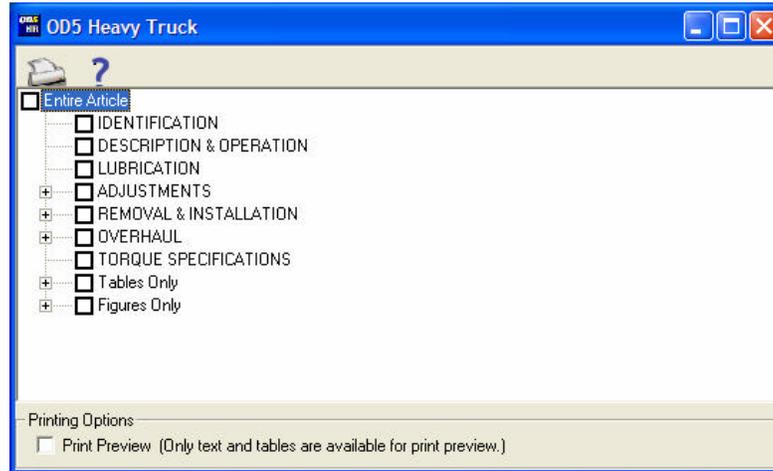
A listing of Categories and Sub-Categories which contain articles with matching search text displays. Select the desired Category/Sub-Category/Title. Matching Search Text is highlighted in the Headings List and Article Body for quick identification.

**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)**

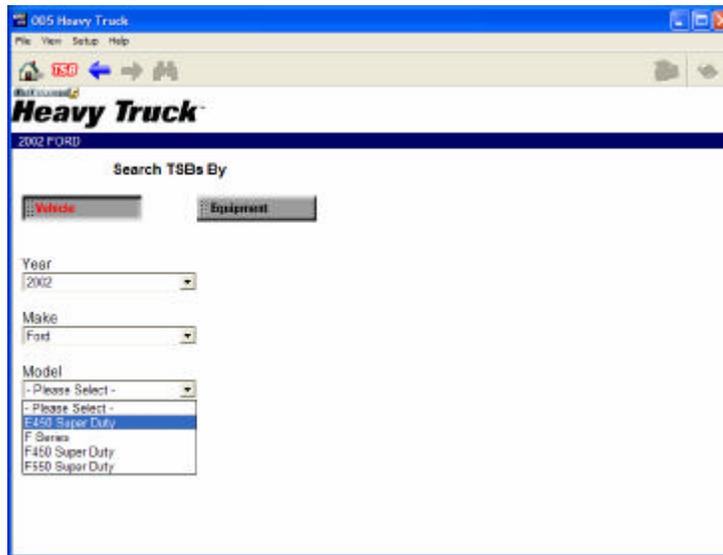
Click the TSBs & Recalls button to begin your search for TSBs in Heavy Truck. Then choose a Vehicle or Equipment manufacturer. Initially, the Titles area display is empty. You can then choose to view all TSBs or use the TSB filters to hone in on specific TSB titles.

### **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*

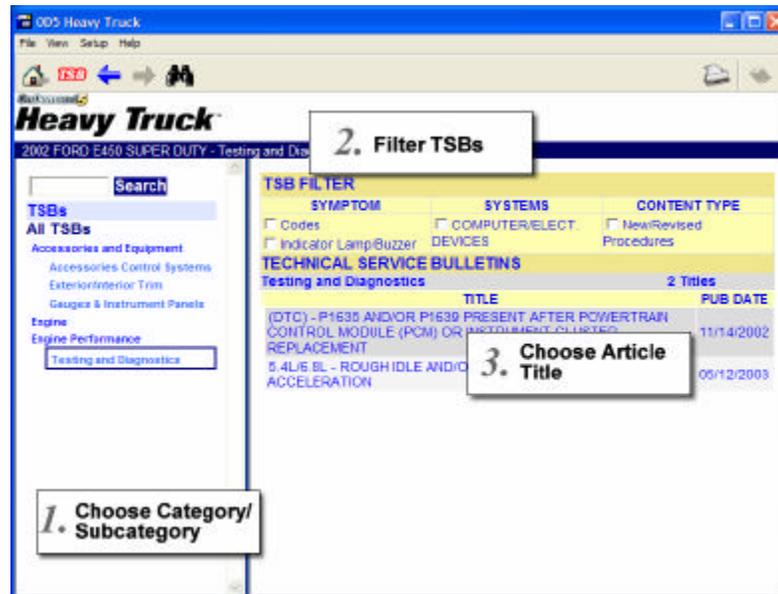
The Article Screen Index View displays available Categories.

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**, 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 customers 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, 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.