END-USER LICENSE AGREEMENT (EULA)

Last updated: 1/30/2025

C&R prod is licensed by C&R Fleet Services, under the terms of this License Agreement.

By using the Licensed Application from, and any update thereto (as permitted by this License Agreement), You indicate that You agree to be bound by all of the terms and conditions of this License Agreement, and that You accept this License Agreement. referred to in this License Agreement as "Services."

The parties of this License Agreement acknowledge that the Services are not a Party to this License Agreement and are not bound by any provisions or obligations with regard to the Licensed Application, such as warranty, liability, maintenance and support thereof. C&R Fleet Services, not the Services, is solely responsible for the Licensed Application and the content thereof.

This License Agreement may not provide for usage rules for the Licensed Application that are in conflict with the latest ("Usage Rules"). C&R Fleet Services acknowledges that it had the opportunity to review the Usage Rules and this License Agreement is not conflicting with them.

C&R prod when used through the Services, is licensed to You for use only under the terms of this License Agreement. The Licensor reserves all rights not expressly granted to You.

1. Grant of License

Licensor grants Licensee a non-exclusive, non-transferable license to use. C&R prod ("Licensed Application") is a piece of application created and it is an integration application to access quickbooks online production company C&R Fleet services. The application is used to retrieve invoices, payroll data, and other relevant financial records from QuickBooks Online for integration with C&R Fleet Services.

2. Data Access and Usage

The application may collect, access, and process data from **QuickBooks Online** for the purposes of providing the integration services. The Licensee acknowledges and agrees that the Software may access data such as transactions, invoices, customer details, and other financial records from QuickBooks Online as required to operate the integration.

Licensee agrees to use the Software in compliance with applicable privacy laws and regulations. For more details on how the data is handled, refer to the Privacy Policy available here: [privacy policy](#). Licensee further agrees that the Software will only use the data for the purpose of integration with QuickBooks Online, and will not share or distribute the data in any unauthorized manner.

3. Restrictions

Licensee shall not:

- Reverse engineer, decompile, or disassemble the Software.
- Use the Software for purposes not expressly authorized by this Agreement.
- Share or distribute the Software to any third party without the express written permission of Licensor.
- Use the Software in any way that may violate the privacy of individuals or organizations or breach any applicable laws or regulations.

4. Security and Compliance

Licensor will take reasonable measures to protect the confidentiality and security of any data collected or processed through the Software. The Software shall comply with applicable privacy and data protection laws, including GDPR, CCPA, and others as applicable.

Licensee agrees to adhere to the security practices established by **C&R Fleet Services** and QuickBooks Online to ensure data security and compliance.

5. Ownership and Intellectual Property

The Software and all associated intellectual property rights are owned by **C&R Fleet Services**. Licensee does not acquire any ownership rights in the Software. Licensee acknowledges that the Software is protected by copyright, trademark, and other intellectual property laws.

6. Termination

This Agreement will remain in effect until terminated. Licensee may terminate the Agreement at any time by ceasing to use the Software. Licensor may terminate this Agreement immediately if Licensee breaches any of the terms herein. Upon termination, Licensee must immediately stop using the Software and delete any copies of the Software in their possession.

7. Liability and Indemnification

Licensor is not responsible for any direct, indirect, incidental, or consequential damages arising from the use of the Software, including but not limited to data loss, financial loss, or breach of security. Licensee agrees to indemnify, defend, and hold harmless Licensor and its affiliates, directors, officers, employees, and agents from any claims, damages, liabilities, and expenses arising from Licensee's use of the Software, including any misuse or violation of this Agreement.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles. Any disputes arising from or related to this Agreement shall be resolved in the competent courts of Tennessee.

Email: nick.constantine@epikafleet.com

Signature: *Nick Constantine*

I, Nick Constantine, am authorized to sign this agreement on behalf of C&R Fleet Services.