

# ProMiles EULA

*(End User License Agreement)*

FOR WEB-BASED & MOBILE APPLICATION USE OF PROMILES' SERVICES AND SOFTWARE

Updated on Wednesday, September 20, 2023

This agreement (“**Agreement**”) governs, except as explained below with respect to another agreement, all access and use by You of the ProMiles Software Development Corporation (PSDC) website located on the World Wide Web at ProMiles.com (the “**Website**”), and accessed and used by You any products, or data, and Services including without limitation: fuel tax/permit services, mapping, routing, and credentialing services (FuelTax Online, Permit Manager, ProMiles Online, Fuel Management Online, Permit Manager, and eCredentials), hereinafter the “**Services**”, available at or through or on behalf of PSDC, the Website, PSDC’s partners, resellers, or other third parties. An exception to the governance of this Agreement arises when the terms and conditions of this Agreement, are modified by, supplemented by or conflicted by another agreement, having a term of at least one year, to the advantage of PSDC in which case said other Agreement shall control to the extent it advantages PSDC.

## PSDC SOFTWARE

For purposes of this agreement, “**Software**” is defined to include any product or data made available to You by PSDC in connection with the Services. Software also includes PSDC products, mobile applications, databases, data and the Services offered by PSDC, PSDC’s partners, resellers, or other third parties. The term “**Software and Services**” is further defined to include any new features that augment or enhance the current Software or Services, including the release of new tools and resources. Usage of Software or Services without accepting this agreement is strictly prohibited. Any mobile application is also customized for iOS and Android mobile devices (“**Devices**”) only.

## ACCEPTANCE BY USE OR CLICK

By accepting this agreement, either by clicking a box indicating Your acceptance or by using the Software or Services, You agree to the terms of this Agreement. If You are entering into this agreement on behalf of or for a legal person, company, another entity legal, or otherwise, You represent that You have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms “You” or “Your” shall include such entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept this agreement and may not use the Software or Services. The term You and Your includes, without limitation, the legal person accepting the Agreement and those entities on whose behalf or for which the legal person acts.

## NON-TRANSFERABLE LICENSE

Upon Your acceptance of this Agreement, PSDC hereby grants to You a non-exclusive, non-transferable license to use the Software and Services solely for Your own internal business purposes, subject to the terms and conditions of this Agreement. You may not give any other person, user, party, organization, or entity access to, possession of, or copies of the Software and Services to which You have access or license. Distribution of credentials for online or smart devices (i.e., phones, tablets, telematics / ELD solutions, etc.) to access the Software or Services is expressly forbidden. All rights not expressly granted to You are reserved by PSDC and its licensors.

## CHANGES TO AGREEMENT OR SOFTWARE AND SERVICES

PSDC reserves the right from time to time to change the terms and conditions of this Agreement. Any changes to the terms and conditions will be reflected in an updated Agreement. The updated Agreement will be displayed on the website and mobile applications, and Your access and use of the Software and Services by clicking a box indicating

Your acceptance, or the like, constitutes Your acceptance of the Agreement as updated. PSDC will endeavor as a courtesy to notify You of changes to the terms and conditions of the Agreement. Any new features that augment or enhance the current Software or Services, including the release of new tools and resources, shall be subject to the Agreement. Your access and use of the Software and Services, regardless of notification, constitutes Your acceptance of the Agreement as changed. You can review the most current version of this Agreement at any time at: <https://promiles.com/EULA>.

## OWNERSHIP of the DATA and SOFTWARE

You acknowledge PSDC's ownership of the Software and Services. The term Software includes as part of its meaning all data code, HTML/CSS, scripts, components, databases, information, and algorithms and any other technological assets related to the functioning or operation of the Software or Services, hereinafter collectively, and individually, referred to as **"Data."** You agree not to transfer, republish, repurpose, resell, redistribute, reverse engineer, transmit, copy, scrape, modify, misrepresent or use the Software, Data, or Services, commercially or non-commercially, in any form except as explicitly stated in this agreement. Use or access to the Software, Data, and Services does not constitute a license to the Software, Data, and Services except as explicitly stated in this agreement.

## INTELLECTUAL PROPERTY

You agree that unless otherwise specified, the Software, Data, and Services and all intellectual property rights to the Software, Data, and Services including but not limited to U.S. and international copyrights, trade secrets, and the ProMiles trademark, are owned by PSDC.

## USE of ONLINE SERVICES

You acknowledge and agree that:

1. You will not use the Software, Data, and Services in any manner or for any purpose that is prohibited by these terms and conditions.
2. You will not use the Software, Data, and Services for any illegal or unauthorized purpose, and that You will not, in the use of the Services or Software, violate any laws in Your jurisdiction (including but not limited: to copyright, trade secret, patent, or trademark laws).
3. You will not attempt to gain unauthorized access to the Software, Data, and Services, or their related systems or networks, or bypass, or circumvent, any other measure employed to limit or prevent access to the Website, its content, the Software, Data, or Services.
4. You will use commercially reasonable efforts to prevent unauthorized access to or use of the Software, Data, and Services, and to notify PSDC promptly of any such unauthorized access or use.
5. You will not modify, adapt, or hack the Software, Data, and Services or modify another website to falsely imply that it is associated with the Services, PSDC, or any other PSDC service.
6. You will not reproduce, duplicate, copy, reverse engineer, sell, resell, or exploit any portion of the Software, Data, and Services (including but not limited to: HTML/CSS, JavaScript, visual design elements, or concepts), to use the Software, Data, and Services, or to access the Software, Data, and Services without the express written permission by PSDC.
7. You will not obtain, or attempt to obtain, through any means any materials or information on the Website, about the Software, Data, and Services that have not been intentionally made publicly available either by their public display on the Website or through their accessibility by a visible link on the Website.
8. You will not interfere, or attempt to interfere, with the proper working of the Website, Software, Data, and Services, or any activities conducted on, or through, the Website, Services, or Software including accessing any data, content, or other information, prior to the time that it is intended to be available to the public on the Website.

9. PSDC may employ third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Software and Services.
10. You will not take, nor attempt, any action that, in the sole discretion of PSDC, imposes or may impose an unreasonable or disproportionately large load or burden on the Website, Services or Software or their infrastructure.
11. You have not falsely identified yourself, nor provided any false information, to gain access to the Software, Data, or Services.
12. Your login information will only be used by the named users designated by You.
13. You are responsible for maintaining the security of Your account and password. PSDC cannot, and will not, be liable for any loss or damage from Your failure to comply with this security obligation.

## MOBILE APPLICATIONS

The “**Mobile Application**” (eCredentials, TruckMiles, FuelFinder, or ProMiles Permit Route Guidance) is licensed to You (End-User) by PSDC for use only under the terms of this Agreement.

By downloading the Mobile Application from Apple's software distribution platform ("App Store"), Google's software distribution platform ("Play Store") and any update thereto (as permitted by this Agreement), You indicate that You agree to be bound by all the terms and conditions of this Agreement, and that You accept this Agreement. App Store and Play Store are referred to in this Agreement as "**Mobile Services**."

The parties of this Agreement acknowledge that the Mobile Services are not a Party to this Agreement and are not bound by any provisions or obligations regarding the Mobile Application, such as warranty, liability, maintenance and support thereof. PSDC, not the Mobile Services, is solely responsible for the Mobile Application and the content thereof.

This Agreement may not provide for usage rules for the Mobile Application that are in conflict with the latest [Apple Media Services Terms and Conditions](#) and [Google Play Terms of Service](#) ("**Usage Rules**"). PSDC acknowledges that it had the opportunity to review the Usage Rules and this Agreement is not conflicting with them.

The Mobile Application purchased or downloaded through the Mobile Services, is licensed to You for use only under the terms of this Agreement. PSDC reserves all rights not expressly granted to You. The Mobile Application is to be used on devices that operate with Apple's operating systems ("iOS" and "Mac OS") or Google's operating system ("Android"), and such devices are hereafter referred to as “**Devices**.”

You acknowledge and agree that:

1. You will not use the Mobile Application in any manner or for any purpose that is prohibited by these terms and conditions.
2. You agree not to copy, modify, translate, adapt or otherwise create derivative works or improvements, whether patentable, of the Mobile Applications.
3. You agree not to reverse engineer, disassemble, decompile, or otherwise attempt to derive, or gain access, to the source code of the Mobile Applications without the express written permission by PSDC.
4. You agree not to remove, delete, alter or obscure any trademarks or any copyright trademark, patent, other intellectual property, or proprietary rights notices from the Mobile Applications, including any copy thereof.
5. You agree not to rent, lease, lend, sell sublicense, assign, distribute, publish, transfer, or otherwise make the Mobile Applications or any of the Mobile Applications features or functionality to any third parties without the express written permission by PSDC.
6. You will not use the Mobile Applications for any illegal or unauthorized purpose, and that You will not, in the use of the Mobile Applications, violate any laws in Your jurisdiction (including but not limited to copyright, trade secret, patent or trademark laws).

7. You will not attempt to gain unauthorized access to the Mobile Applications, or their related systems or networks, or bypass, or circumvent, any other measure employed to limit or prevent access to the Mobile Applications, its contents, the Software, Data, or Services.
8. You will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Mobile Applications, and to notify PSDC promptly of any such unauthorized access or use.
9. You will not modify, adapt, or hack the Mobile Applications or modify another application to falsely imply that it is associated with the PSDC, the Mobile Applications, Services, Data, or any other PSDC service.
10. You will not reproduce, duplicate, copy, reverse engineer, sell, resell, or exploit any portion of the Mobile Applications, to use the Services or Software, or to access the Services or Software without the express written permission by PSDC.
11. You will not obtain or attempt to obtain, through any means, any materials or information on the Mobile Applications that have not been intentionally made publicly available by their public display within the Mobile Applications.
12. You will not interfere or attempt to interfere with the proper working of the Mobile Applications.
13. PSDC may employ third-party vendors to provide the necessary software, networking, storage, and related technology required to run the Mobile Applications.
14. You will not take or attempt any action that, in the sole discretion of PSDC, imposes or may impose an unreasonable or disproportionately large load or burden on the Mobile Applications or such operation's infrastructure.
15. You have not falsely identified yourself, nor provided any false information, to gain access to the Mobile Applications.
16. Your account and login information will only be used by the named users designated by You.
17. You are responsible for maintaining the security of Your account and password. PSDC cannot and will not be liable for any loss or damage from Your failure to comply with this security obligation.
18. You agree that you will not use, nor encourage others to use the Software, Data, and Services as accessed through the Mobile Applications in a way that could harm or impair other use of the Mobile Applications Software, Data, or Services.
19. You agree that any data usage and data fees for the Mobile Applications are the responsibility of You, the end-user, and/or whomever signed the purchase agreement for the enterprise solution (example: Fleet, Reseller, etc.).
20. If you are using our free Mobile Applications, you may terminate your service with PSDC by simply ceasing to use the Mobile Application.
21. If you are using our free Mobile Application, PSDC has the right to terminate your service without notice.
22. PSDC may add or remove features, products, or functionalities to the Mobile Applications.
23. If PSDC decides not to provide the service, or any part of the Mobile Application, we reserve the right to modify or discontinue, temporarily or permanently, all or part of the Mobile Application.
24. PSDC reserves the right to suspend or terminate your access to the Mobile Applications at any time based on the status of your account under the subscription agreement, You understand that if your account is suspended or terminated, you may no longer have access to the content that is stored within the subscription service.
25. Your use of the Mobile Applications is at your, and or your company's, sole risk. The Mobile Applications are provided "AS IS" and "AS AVAILABLE". PSDC expressly disclaims all warranties of any kind, whether express or implied, in the implied warranties.
26. The Mobile Applications are only available for supported devices and might not work on every device. Determining if the Mobile Applications are supported on your device is your responsibility, and downloading of the Mobile Applications are done at your own risk. PSDC does not represent or warrant that the Mobile Applications and your device are compatible, or that the Mobile Applications will work on your device.
27. You agree that if the Mobile Applications are integrated into a third-party solution (example: telematics / ELD solutions) the frequency of data updates for the Mobile Applications are dependent on the third-party's data plans.
28. You agree that if the Mobile Applications are integrated into third-party solutions (example: telematics / ELD solutions) additional data fees may apply and may be managed through your service agreement with the third-party provider.
29. You agree that if the Mobile Applications are integrated into third-party solutions (example: telematics / ELD solutions) and data is required (example: Driver ID, Trailer ID, Vehicle #, Company Information,

Affiliate Companies, GPS, ECM data, etc.) the Mobile Application may not operate as designed without access to this required data.

30. You agree that if the Mobile Applications are integrated into third-party solutions (example: telematics / ELD solutions) the Mobile Applications are managed within the third-party solution's back-office application manager including but not limited to: Mobile Applications access, user interface configurations, data access, revocation of access, etc.
31. You agree when using the Mobile Applications within a third-party solution (example: telematics / ELD solutions) and or in Mobile Device Management (MDM) environment to make a reasonable effort to operate on the latest software version of the Mobile Applications, and never to be more than one software versions behind the latest commercial software. The Mobile Applications cannot be guaranteed to operate as designed if not running on the latest software version.
32. You agree when using the Mobile Applications on a Device to make a reasonable effort to operate on the latest software version of the Mobile Applications, and never to be more than one software versions behind the latest commercial software. The Mobile Applications cannot be guaranteed to operate as designed if not running on the latest software version.

## USER RESPONSIBILITY: DRIVING DIRECTIONS

PSDC strives to collect and present the most accurate driving directions possible for its Software and Services. These directions are not guaranteed to be accurate. You accept the responsibility for Yourself, and for any others with whom You share directions generated by the Software, to obey all national, state, and local laws, rules, restrictions, regulations, posted traffic signs, and law enforcement personnel that are governing travel wherever You, or those with whom You share directions, may drive. PSDC accepts no responsibility or liability for any mishaps or damages, financial or otherwise, that result from using its driving directions, as further outlined in the INDEMNITY section below.

## USER RESPONSIBILITY: DISTRACTED DRIVING

You should review all data on your laptop or Mobile Application before departing including but not limited to maps, directions, fuel stops, credential, permits, etc. If You need to review data within a PSDC solution (ex: map, driving directions, etc.) pull over to a safe location. Distracted driving could divert a person's attention away from the primary task of driving. All distractions can endanger driver, passenger, general motorist, and bystander safety.

PSDC accepts no responsibility or liability incurred by attempting to use the Software, Services, or any derivative thereof while driving.

The Code of Federal Regulations Title 49, Subtitle B, Chapter III, Subchapter B, Part 392, Subpart H covers the use of electronic devices while operating a commercial motor vehicle and states:

*Subpart H—Limiting the Use of Electronic Devices § 392.80 Prohibition against texting. (a) Prohibition. No driver shall engage in texting while driving. (b) Motor carriers. No motor carrier shall allow or require its drivers to engage in texting while driving. (c) Definition. For the purpose of this section only, driving means operating a commercial motor vehicle, with the motor running, including while temporarily stationary because of traffic, a traffic control device, or other momentary delays. Driving does not include operating a commercial motor vehicle with or without the motor running when the driver moved the vehicle to the side of, or off, a highway, as defined in 49 CFR 390.5, and halted in a location where the vehicle can safely remain stationary. (d) Emergency exception. Texting while driving is permissible by drivers of a commercial motor vehicle when necessary to communicate with law enforcement officials or other emergency services. [75 FR 59136, Sept. 27, 2010, as amended at 76 FR 75487, Dec. 2, 2011]*

*§ 392.82 Using a hand-held mobile telephone. (a) (1) No driver shall use a hand-held mobile telephone while driving a CMV. (2) No motor carrier shall allow or require its drivers to use a*

*hand-held mobile telephone while driving a CMV. (b) Definitions. For the purpose of this section only, driving means operating a commercial motor vehicle on a highway, including while temporarily stationary because of traffic, a traffic control device, or other momentary delays. Driving does not include operating a commercial motor vehicle when the driver has moved the vehicle to the side of, or off, a highway and has halted in a location where the vehicle can safely remain stationary. (c) Emergency exception. Using a hand-held mobile telephone is permissible by drivers of a CMV when necessary to communicate with law enforcement officials or other emergency services. [76 FR 75487, Dec. 2, 2011]*

For the complete regulation please click [here](#).

## DATA and DATA ANALYTICS

The Services shall be provided pursuant to written processing instructions provided by You and approved in advance by PSDC. You shall be responsible for ensuring the validity, accuracy and completeness of all information (including Personal Information as defined below), data and instructions provided to PSDC by You ("**User Data**"). PSDC shall be entitled to rely upon the User Data in providing the Services. PSDC shall not be required to act on instructions provided by You if PSDC reasonably doubts an instruction's contents or Your compliance with this Agreement or any other legal requirements. PSDC its affiliates or subsidiaries, may extract information from the User Data provided to PSDC by You and use this information with any other data in connection with research and development, or the creation of data and analytics tools and products. You represent that You have sufficient rights in the information provided hereunder to authorize such use by PSDC, its affiliates or subsidiaries. PSDC will own all rights, titles or interests in or to any information, products, services, or intellectual property arising from the User Data and analytics research and development activities. PSDC's, its affiliates' or subsidiaries' access to, and use of, information, including its use in commercial products developed as a result of, or in connection with, such research and development activities, will not be a violation of this Agreement.

## USER RESPONSIBILITY: FUEL TAX REPORTS

PSDC strives to create accurate fuel tax reports based on user data, state, and federal requirements. These reports are not guaranteed to be correct. You accept responsibility to ensure the accuracy and the suitability of the reports generated by the Software before submitting them to any state or federal agency. PSDC accepts no responsibility or liability for any setbacks, financial or otherwise, incurred by using its Software or Services, as outlined in the Indemnity section below. PSDC will provide reasonable IFTA audit support (via telephone and the use of PSDC audit reports) to You, only to the extent You are an active Customer, at no additional cost beyond the cost of the Services. PSDC will not be responsible and shall not be liable for the results of any such audit. It is the sole responsibility of the You to maintain compliance standards for IFTA filing purposes. If requested by YOU, PSDC will use commercially reasonable efforts to provide onsite support for an IFTA audit. PSDC shall bill You for such onsite support at \$150 per hour plus all reasonable travel expenses.

## USER RESPONSIBILITY: FUEL MANAGEMENT / FUEL FINDER

(TRUCKSTOPS, FUEL DATA & AMENITIES)

PSDC strives to provide truck stop locations with accurate amenities, retail fuel prices, and retail diesel exhaust fluid ("DEF") pricing for our Software and Services. Truck stop amenities, retail fuel prices, and retail DEF prices are not guaranteed to be available and/or accurate for all fueling locations. PSDC accepts no responsibility or liability for any setbacks, financial or otherwise, incurred by using the Software or Services as outlined in the Indemnity section below. It is Your sole responsibility to maintain fuel networks, including discounts, and for the importing of any daily deal sheets within the Fuel Management Website to be viewed within the Fuel Finder Mobile App. If requested by You, PSDC will use commercially reasonable efforts to provide over the phone or onsite support for an issue concerning Fuel Finder. PSDC shall bill You for such onsite support at \$150 per hour plus all reasonable travel expenses.

## USER RESPONSIBILITY: eCredentials

PSDC strives to manage credentials based on Your data which You imported or uploaded into the eCredentials Website to be viewed within the eCredentials Mobile Application. These credentials including the expiration warnings are to be managed by the You and are not guaranteed to be correct. You accept responsibility to ensure the accuracy and the suitability of the credentials within the eCredentials Website and upon review within the eCredentials Mobile Application before relying on them. PSDC accepts no responsibility or liability for any setbacks, financial or otherwise, incurred by using its Software or Services, as outlined in the Indemnity section below. PSDC will not be responsible, and shall not be liable, for the results of any deleterious action taken by any state, federal or regulatory entity relating to eCredentials. It is Your sole responsibility to maintain compliance standards both in the eCredentials Website and within the eCredentials Mobile Application. If requested by You, PSDC will use commercially reasonable efforts to provide over the phone or onsite support for any issue concerning eCredentials. PSDC shall bill You for such onsite support at \$150 per hour plus all reasonable travel expenses.

## USER RESPONSIBILITY: PERMIT MANAGER

PSDC strives to create accurate fuel permits based on Your data, state, and federal requirements. These permits are not guaranteed to be correct. You accept responsibility to ensure the accuracy and the suitability of the permits generated by the Software before submitting or relying on them. PSDC accepts no responsibility or liability for any setbacks, financial or otherwise, incurred by using its Software or Services, as outlined in the Indemnity section below. PSDC will not be responsible, and shall not be liable, for the results of any deleterious action taken by any state, federal, or regulatory entity relating to PSDC's Permit Services. It is the sole responsibility of the You to maintain compliance standards for filing purposes. If requested by You, PSDC will use commercially reasonable efforts to provide over the phone or onsite support for any issue concerning permitting. PSDC shall bill You for such onsite support at \$150 per hour plus all reasonable travel expenses.

## RIGHT to DENY ACCESS

PSDC reserves the right to deny You access to its Software, Data, and Services at its sole discretion for any reason and without notification.

## DATA ACCURACY

PSDC strives to present the most accurate Software, Data, Services possible. PSDC does not, however, provide any guarantee, express or implied, that the Software, Data, Services, or reports generated therefrom are completely accurate, as explained in the Disclaimer of Warranties section below.

## DISCLAIMER of WARRANTIES

You acknowledge and agree that:

1. You use the services and software at Your sole risk. The Services and Software are provided on an "AS IS" and "AS AVAILABLE" basis. PSDC expressly disclaims all warranties of any kind, whether express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
2. Neither PSDC, nor its suppliers or licensors, make any warranty that: (1) the services or software will meet Your requirements, (2) the services or software will be uninterrupted, timely, secure, or error free, (3) the results that may be obtained from the use of the services or software will be accurate or reliable, (4) the quality of the services or software will meet Your expectations, or (5) any errors in the services or software will be corrected.
3. Any material downloaded, installed, or otherwise obtained through the Software and Services is done at Your own discretion and risk and that You will be solely responsible for any damage to Your computer system(s), damage to Your network(s), or loss of data that results from the download or installation of any such material.

4. No advice or information, whether oral or written, obtained by You from PSDC shall create any warranty not expressly stated in this agreement.

## LIMITATION of LIABILITY

To the maximum extent permitted by applicable law, in no event shall PSDC and/or its affiliates be liable for any direct, indirect, punitive, incidental, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the services or software. In no event will PSDC, its affiliates, or licensors be liable to You or anyone else for any decision made or action taken in reliance on such content. Because some states/jurisdictions do not allow the exclusion or limitation of liability for some damages, the above limitation may not apply to You. If You are dissatisfied with any portion of the Software or Services, or with any of these terms and conditions, Your sole and exclusive remedy is to discontinue using the services and software.

You further expressly understand and agree that PSDC's cumulative liability with respect to all incidents arising out of or related to this agreement (whether in contract, tort, or under any other theory of liability) shall not exceed the cumulative amount paid by You for services in the six months preceding the event giving rise to a claim, or cause of action.

## INDEMNITY

You will indemnify, defend and hold harmless PSDC, its directors, officers, employees, affiliates, and agents against any claims, losses, costs, fines, penalties, or damages (including court costs and reasonable attorneys' fees) (collectively, "Claims") arising out of or connected with You or Your, affiliates, employees, agents or representatives, (1) gross negligence or willful misconduct; (2) breach of this Agreement; and (3) actual infringement of any patent, copyright, trademark, service mark, trade secret, or other proprietary right of a third party. You will indemnify, defend and hold harmless PSDC, its directors, officers, employees, affiliates, and agents against any causes, claim or actions, losses, costs, fines, penalties, or damages (including court costs and reasonable attorneys' fees) (collectively, "Claims") arising out of or connected with any of the Software or Services provided in connection with this Agreement.

## NO ASSIGNMENT

This Agreement, the Software, Data, and Services, and the rights and obligations hereunder may not be assigned by any act of the Licensee or You or by operation of law, including (but not limited to) bankruptcy, assignment for benefit of creditors, collateral for a loan, or satisfaction of a loan, without the prior written consent of PSDC.

## JURISDICTION

This Agreement gives You specific legal rights and You may have other legal rights that vary from state to state. This Agreement shall be governed by the laws of the state of Colorado, without regard to its conflict of the law's provisions. All claims, causes or actions brought in connection with this Agreement will be brought only in a court situated in the state of Colorado, county of Larimer or Denver, having subject matter jurisdiction. All parties agree such court provides a proper venue and such court has personal jurisdiction over the Parties. All Parties consent to such court's personal jurisdiction and venue. All parties expressly waive and relinquish any right to challenge the venue or personal jurisdiction of such court.

## SEVERABILITY

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity, or operation, of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

## TRADEMARKS

The following trademarks, amongst others are owned by PSDC:

- “PSDC” – is a registered trademark of PSDC Software Development Corporation.
- “TruckMiles” – is a registered trademark of PSDC Software Development Corporation.
- “XF” – is a registered trademark of PSDC Software Development Corporation.
- “KingPin” – is a registered trademark of PSDC Software Development Corporation.
- “FuelTaxOnline” – is a registered trademark of PSDC Software Development Corporation.

This Agreement does not provide any license or rights to You to use such trademarks.

## THIRD PARTY RIGHTS and TRADEMARKS

The Software, Data, and Services may include a portion, subset, or derivative compilations from third parties. By using the Software, Data, and Services, You agree to the Terms and Conditions of these providers in their entirety. Third parties retain the right to modify their Terms and Conditions independently of PSDC. The third parties include the following:

- Map data ©1984 – 2023 Tele Atlas/TomTom North America, Inc. All rights reserved. [https://www.tomtom.com/en\\_us/legal/terms-and-conditions/all-countries/](https://www.tomtom.com/en_us/legal/terms-and-conditions/all-countries/).
- Canadian Data © 2023 DMTI Spatial Inc. and its licensors and © 2023 Tele Atlas/TomTom North America.
- Portions of Canadian map data are reproduced under license from Her Majesty the Queen in Right of Canada with permission from Natural Resource Canada.
- Wholesale fuel prices in certain licensed products ©2023 OPIS (Oil Price Information Service). The most current version of the Terms of Use will be posted at [www.opisnet.com](http://www.opisnet.com).
- Logos for specific truck stop chains or fuel brands may be registered as trademarks or service marks by their respective owners.
- Google Maps Platform © 2018 – 2023 Google LLC, <https://cloud.google.com/maps-platform/terms>.

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