

MOBILE APPLICATION END USER LICENSE AGREEMENT

NOTICE OF MANDATORY ARBITRATION PROVISION:

Your use of our Application (as defined below) is subject to mandatory and binding individual arbitration of any disputes which may arise, as provided in the Section below titled “DISPUTES & MANDATORY ARBITRATION.” Please read all of that section carefully and do not use the Application if you are unwilling to arbitrate all disputes you may have with us as provided in that section.

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE MOBILE APPLICATION OR SERVICES. ANY USE OF THE MOBILE APPLICATION OR SERVICES, WHETHER AS ORIGINALLY INSTALLED OR AFTER AN UPDATE, SIGNIFIES YOUR CONSENT TO THIS AGREEMENT. THIS AGREEMENT MAY CHANGE FROM TIME TO TIME AS SET FORTH IN THE SECTION BELOW TITLED “TERMINATION; MODIFICATIONS.” IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD OR USE, OR CEASE USE OF, THE MOBILE APPLICATION AND SERVICES.

1. Definitions. As used in this Mobile Application End User License Agreement (“Agreement”):

- (a) “**Application**” means the Mobile Application together with the Services.
- (b) “**Mobile Application**” means the [Toyota/Lexus] mobile application, as well as the [SubaruConnect] mobile application, provided by us and downloaded or installed on your Mobile Device. References in this Agreement to the “Mobile Application” include any Updates (as defined in Section 7) to the Mobile Application.
- (c) “**Mobile Device**” means a single smartphone, tablet, smartwatch, or other compatible wireless device owned or otherwise controlled by you on which the Mobile Application is installed.
- (d) “**Privacy and Terms Portal**” means [www.Toyota.com/privacyvts / www.Lexus.com/privacyvts].
- (e) “**Services**” means the services, features, functionality, applications, and content made available through the Mobile Application, including where applicable any services provided through our Connected Services System. If your Vehicle is equipped with the Connected Services System, your use of those services is governed by separate terms available in the Agreement section of the Privacy and Terms Portal.
- (f) “**We**,” “**us**,” and “**our**” mean Toyota Motor Sales, USA, Inc. and/or its affiliates.
- (g) “**You**” and “**your**” mean any person or entity that downloads, installs, or uses the Mobile Application.

2. Additional Terms.

- (a) Use of the Application is subject to such other applicable terms and restrictions provided or made available to you by us or our Service Providers (“**Additional Terms**”), including the following which are incorporated into this Agreement by reference:

- (i) our Connected Services Terms of Use located in the Agreement section of the Privacy and Terms Portal (“**Terms of Use**”), which govern the Connected Services delivered through the Application. By downloading, installing, or using the Mobile Application, you agree to be bound by the Terms of Use. In the event of a conflict between the terms of this Agreement and the Terms of Use, the Terms of Use shall govern to the extent of the conflict; and
 - (ii) our Connected Services Privacy Notice located at the Privacy and Terms Portal (“**Privacy Notice**”), which governs all information we collect through or in connection with the Application. By downloading, installing, and using the Mobile Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Notice.
- (b) Additional Terms provided by us also include, among others and as applicable: (i) the Owner’s Manual(s), user guides, and similar documentation for your vehicle; and (ii) any terms applicable to third-party services or content made available through the Application. In the event of a conflict between the terms of this Agreement and any Additional Terms, the Additional Terms shall govern to the extent of the conflict.
- (c) You acknowledge that when you download, install, or use the Mobile Application, we may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Services. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Mobile Application or certain Services, and the Application may provide you with opportunities to share information about yourself with others.
- 3. License Grant.** Subject to the terms of this Agreement, we grant you a limited, non-exclusive, non-transferable, and revocable license to:
- (a) download, install, and use the Mobile Application for your personal, non-commercial use on a single Mobile Device owned or otherwise controlled by you, strictly in accordance with this Agreement and any Additional Terms (as defined in Section 2); and
 - (b) access, stream, download, and use on such Mobile Device the Services made available in or otherwise accessible through the Mobile Application, all strictly in accordance with this Agreement, the Terms of Use, and any terms and conditions associated with such Services.
- 4. License Restrictions.** The Application is provided for your personal, non-commercial use only. You acknowledge that we reserve the right to discontinue the Application, in whole or in part, at any time. When using the Application, you agree to comply with all applicable federal, state, and local laws, including without limitation copyright law. Except as expressly permitted in this Agreement, by applicable law, or as we or an applicable Service Provider may expressly otherwise permit, you shall not:
- (a) copy the Application;
 - (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
 - (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application, or any part thereof;

- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time;
- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application; or
- (g) use the Application for any unlawful purpose, or in violation of any third-party rights.

5. Service Providers Employees & Contractors. If you are an employee or contractor of a Service Provider that has an agreement with us to provide certain services to us, you may use the Application in connection with providing such services, subject to the following terms: (a) your use of the Application is strictly limited to activities in furtherance of the services the applicable Service Provider is providing to us, and all other uses of the Application are strictly prohibited; (b) nothing in this Agreement overrides, modifies, or otherwise affects any agreement between us and the applicable Service Provider; (c) all terms, conditions, and provisions of such agreements remain in full force and effect; and (d) you agree to comply with any relevant terms in your agreement with the applicable Service Provider relating to the use of the Application, provided that in the event of any conflict between the terms of any such agreement and this Agreement, as between you and us, the terms of this Agreement shall prevail.

6. Reservation of Rights. You acknowledge and agree that the Application are provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. We and our Service Providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

7. Updates. We may from time to time in its sole discretion develop and provide Mobile Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. When your Mobile Device is connected to the internet and depending on your Mobile Device settings:

- (a) the Mobile Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Mobile Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Mobile Application and be subject to all terms and conditions of this Agreement.

8. Third-Party Content. The Application may display, include, or make available content from third parties (including data, information, applications, and other products, services, and/or materials) or

provide links to third-party platforms or services, including through third-party advertising. You acknowledge and agree that we are not responsible for any such third-party content, including the accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Neither we nor any Service Provider assumes or will have any liability or responsibility to you or any other person or entity for any content made available through the Application by third parties.

9. Availability & Interruptions. The availability and use of the Application is subject to a compatible Mobile Device and your Mobile Device being within the range of the wireless network (“**Wireless Network**”) of the wireless carrier that supports the Mobile Device (each, an “**Underlying Wireless Carrier**”). Further, the Application is intended to operate only within the continental United States, Alaska, or Hawaii. Neither we nor any Service Provider guarantees that the Application, or any portion thereof, will be available at all times or in all areas. You acknowledge and agree that we and Service Providers are not responsible for performance degradation, interruption, or delays, whether caused by a Mobile Device, Wireless Network, or otherwise. You acknowledge that neither we nor any Service Provider shall be liable to you if the Application is not available or accessible in a given location.

10. Distractions & Hazards. You understand and agree that your use of the Application while operating a vehicle, or during any other activity that requires your attention, may be distracting, dangerous, or prohibited by law. You are solely responsible for exercising good judgment, acting in a safe and responsible manner, and obeying all laws and regulations at all times. You understand that failing to pay full attention to the operation of your vehicle or to other activities may cause an accident, damage, injury, death, or other serious consequences. You assume sole responsibility for your use of the Application, including without limitation where any such use is in violation of any applicable traffic regulations, rules, or laws (such as any driver distraction laws, rules, or regulations).

11. Application Stores. You acknowledge and agree that the availability of the Mobile Application is dependent on the third-party from whom you downloaded the Mobile Application – e.g., the Apple App Store, Google Play, or such other application store compatible with your Mobile Device (each, an “**App Store**”). You further acknowledge and agree:

- (a) this Agreement is between you and us and not with the App Store;
- (b) the App Store is not responsible for: (i) the Mobile Application or Services; (ii) any maintenance, support services for the Mobile Application or Services; or (C) addressing any claims relating to the Mobile Application or Services (e.g., product liability, legal compliance, or intellectual property infringement);
- (c) you will pay the fees (if any) charged by the App Store in connection with the Mobile Application;
- (d) your license to use the Mobile Application and Services is conditioned upon your compliance with all applicable App Store terms and conditions; and
- (e) the App Store (and its subsidiaries) are intended third-party beneficiaries of all terms in this Agreement applicable to the App Store (including any restrictions on the use of the Mobile Application or Services that, if violated, materially impact the rights of an App Store) and have the right to enforce them directly against you.

12. Term and Termination.

- (a) The term of this Agreement commences when you download the Mobile Application, or otherwise acknowledge your acceptance, and will continue in effect until terminated by you or us as set forth in this Section.
- (b) You may terminate this Agreement by deleting the Mobile Application and all copies thereof from your Mobile Device.
- (c) We may terminate this Agreement at any time without notice if we cease to support the Mobile Application, which we may do in our sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
- (d) Upon termination for any reason: (i) all rights granted to you under this Agreement will also terminate; and (ii) you must cease all use of the Application and delete all copies of the Mobile Application from your Mobile Device and account.
- (e) Notwithstanding the foregoing, if you are using the Application as an employee or contractor of a Service Provider pursuant to Section 5 above, your right to use the Application will terminate automatically and immediately upon: (i) the termination or expiration of the applicable Service Provider's agreement with us; (ii) the termination of your employment or contractor relationship with the applicable Service Provider; or (iii) the revocation or restriction of your authorization to use the Application by the applicable Service Provider. Upon any such termination, you must immediately cease all use of the Application and delete all copies from your Mobile Device and account.
- (f) Termination will not limit any of our rights or remedies at law or in equity.

13. NO WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK. THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, WE, AS WELL AS OUR AFFILIATES, THE SERVICE PROVIDERS, ALL APPLICABLE LICENSORS, ANY UNDERLYING WIRELESS CARRIER, AND ANY APPLICABLE SUPPLIERS (COLLECTIVELY, THE "**ADDITIONAL ENTITIES**") DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (A) WARRANTIES THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS; (B) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR CONTENT OF THE APPLICATION; (C) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (D) WARRANTIES FOR GOODS OR SERVICES RECEIVED THROUGH, ADVERTISED THROUGH, OR ACCESSED THROUGH THE APPLICATION; (E) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE APPLICATION; (F) WARRANTIES THAT YOUR USE OF THE APPLICATION WILL BE SECURE OR UNINTERRUPTED; AND (G) WARRANTIES THAT ERRORS IN THE APPLICATION WILL BE CORRECTED.

14. LIMITATION OF LIABILITY. EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, YOU AGREE THAT THE ENTIRE LIABILITY OF US AND THE ADDITIONAL ENTITIES TO YOU OR ANY THIRD PERSON, AND YOUR OR ANY THIRD PERSON'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT

TO THE APPLICATION PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT, IS SOLELY LIMITED TO THE AMOUNT OF ONE HUNDRED DOLLARS (\$100). EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, NEITHER WE NOR ANY OF THE ADDITIONAL ENTITIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ANY OF THEM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, OUR AND EACH OF THE ADDITIONAL ENTITIES' LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH STATES.

15. RELEASE/WAIVER OF CLAIMS. FOR YOURSELF AND ANYONE ELSE CLAIMING UNDER YOU OR ON YOUR BEHALF, YOU AGREE TO RELEASE AND DISCHARGE US AND EACH OF THE ADDITIONAL ENTITIES, THE APP STORES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, AND EACH THIRD-PARTY BENEFICIARY FROM ALL CLAIMS, LIABILITIES, AND LOSSES IN CONNECTION WITH THE APPLICATION, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF THE APPLICATION, EVEN IF CAUSED BY OR BASED UPON OUR OR THE ADDITIONAL ENTITIES' OR AN APP STORE'S NEGLIGENCE, GROSS NEGLIGENCE, STRICT PRODUCTS LIABILITY, DECEPTIVE TRADE PRACTICES ACT VIOLATIONS, BAD FAITH, OR BREACH OF WARRANTY, OR THE MALFUNCTION OF THE APPLICATION. YOU AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT. YOU HEREBY RELEASE AND DISCHARGE US AND EACH OF THE ADDITIONAL ENTITIES AND APP STORES FROM AND AGAINST ANY CLAIMS, DAMAGES, EXPENSES, AND LIABILITY ARISING FROM OR RELATED TO ANY INJURIES, DAMAGES, OR LOSSES TO ANY PERSON (INCLUDING DEATH) OR PROPERTY OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE APPLICATION.

16. DISPUTE RESOLUTION & MANDATORY ARBITRATION. PLEASE READ THIS PROVISION CAREFULLY. IT INCLUDES AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU (INCLUDING, FOR THE PURPOSES OF THIS SECTION, ANYONE CLAIMING UNDER YOU OR ON YOUR BEHALF) AND WE EACH AGREE TO SUBMIT ANY DISPUTE RELATED TO THIS AGREEMENT (INCLUDING THE APPLICATION) TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THIS PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION, AND A JURY WAIVER. YOU AND WE EACH AGREE:

- (a) **Informal Resolution of Disputes.** If you or we have a dispute or disagreement regarding the Application or any other aspect of this Agreement (each, a “**Dispute**”), we each agree to first contact the other and provide a written description of the Dispute, all relevant documents and information, and a proposal for resolving the Dispute. You may contact us with Disputes at Toyota Motor Sales, U.S.A., Inc., Attn: Disputes, P.O. Box 259001, Plano, TX 75025-9001. We will contact you based on the contact information we have on file for your account.
- (b) **Mandatory Arbitration of Unresolved Disputes.** If after 60 days the parties are unable to resolve the Dispute, YOU AND WE BOTH AGREE, TO THE FULLEST EXTENT PERMITTED BY

LAW, TO USE BINDING ARBITRATION, NOT A LAWSUIT (except for small claims court cases as described below) TO RESOLVE THE DISPUTE. You and we each acknowledge and agree that, but for this agreement to arbitrate disputes, you and we would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide the case, and you and we each voluntarily choose to waive that right and pursue all applicable Disputes through binding arbitration.

- (c) **Arbitration Entity & Rules.** Arbitration under this Agreement shall be conducted and administered by the American Arbitration Association pursuant to its Consumer Arbitration Rules. If you and we both agree, the arbitration may be conducted and administered by another arbitration entity under that entity's applicable rules. If the arbitration results in an award, judgment on the award may be entered in any court having jurisdiction. An arbitrator may award on an individual basis any relief available at law or in equity.
- (d) **Federal Arbitration Act.** You and we each enter into this arbitration agreement in connection with a transaction involving interstate commerce. Accordingly, this arbitration agreement and any proceedings thereunder shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1–16 (“FAA”).
- (e) **Exceptions to Arbitrate.** You and we each agree: (i) either of us may bring qualifying Disputes in small claims court; (ii) if for any reason any court or arbitrator holds that the Class Action Waiver below is unconscionable or otherwise unenforceable, then our agreement to arbitrate does not apply and the class-wide dispute must be brought in court; or (iii) we (and any Service Provider) may seek injunctive or other appropriate relief in court or arbitration to the extent the Dispute involves your actual or threatened infringement or violation of our or any third party's patent, copyright, trademark, trade secret, privacy, or publicity rights.
- (f) **Costs & Fees.** You and we each agree to pay our own fees, costs, and expenses, including those for any attorneys, experts, and witnesses. You and we also agree that any claim for or award of attorneys' fees, including any such claim or award pursuant to Chapter 38 of the Texas Civil Practice and Remedies Code, is waived.
- (g) **NO CLASS ACTIONS.** TO THE EXTENT ALLOWED BY LAW, YOU AND WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS-WIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.
- (h) **NO TRIAL BY JURY.** TO THE EXTENT ALLOWED BY LAW, YOU AND WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.
- (i) **Applicable Law.** To the extent that the FAA does not supply substantive law necessary for the resolution of the Dispute, the laws of the State of Texas shall apply to the arbitration or, if permitted hereunder, a court action, except that Texas laws concerning choice of law or conflict of laws shall not apply if they would cause the substantive law of another jurisdiction to apply.

17. Export Regulation. The Mobile Application may be subject to U.S. export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Mobile Application to, or make the Mobile Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental

approval), prior to exporting, re-exporting, releasing, or otherwise making the Mobile Application available outside the U.S.

18. U.S. Government License Rights. The Mobile Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the U.S. Government or any contractor therefor is the owner or authorized user of a Vehicle, or an authorized user of the Mobile Application, the U.S. Government and/or the contractor, as applicable, shall receive only those rights with respect to the Mobile Application as are granted to all other end users under license, in accordance with: (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors; or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

16. Miscellaneous.

- (a) No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.
- (b) Except where specifically stated otherwise (e.g., see Section 13(e)(ii) above), if any part of this Agreement is unlawful or unenforceable for any reason, you and we both agree that only that part of the Agreement shall be stricken and that the remaining terms shall not be affected. For example, if a provision in this Agreement is found to be unenforceable, you and we agree that an arbitrator (or, if permitted, a court) shall only strike that provision and that the remaining terms of this Agreement shall remain in force.
- (c) Where we have provided you with a translation of the English language version of this Agreement, you agree that the translation is provided for your convenience only and that the English version governs your relationship with us. The English language version takes precedence if there is any contradiction between the English and translated versions.
- (d) This Agreement (including the Terms of Use, the Privacy Notice, and any Additional Terms incorporated by reference) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous written or oral agreements between you and us with respect to such subject matter.
- (e) You may not assign this Agreement or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation without our prior written consent will be null and void and of no force and effect. We may assign this Agreement or any rights hereunder without your consent and without notice