

**MOBILE APPLICATION
END USER LICENSE AGREEMENT**

NOTICE OF MANDATORY ARBITRATION PROVISION:

Your use of our Mobile 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 Mobile Application if you are unwilling to arbitrate all disputes you may have with us as provided in that section.

As used in this Mobile Application End User License Agreement (“**Agreement**”), “**Company**” means Toyota Motor Sales, USA, Inc. and/or its affiliates, and “**you**” and “**your**” means the anyone that downloads, installs or uses a mobile application provided by Company (“**Mobile Application**”).

THIS AGREEMENT GOVERNS YOUR USE OF THE MOBILE APPLICATION, AS WELL AS ANY SERVICES, FUNCTIONS, AND CONTENT PROVIDED THROUGH THE MOBILE APPLICATION (COLLECTIVELY, “SERVICES”). SUCH SERVICES MAY BE PROVIDED BY COMPANY, AS WELL AS COMPANY’S LICENSORS OR SERVICE PROVIDERS (“SERVICE PROVIDERS”)

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE MOBILE APPLICATION OR SERVICES. ANY USE OF THE MOBILE APPLICATION 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, OF MOBILE APPLICATION AND SERVICES.

- 1. License Grant.** Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable 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 (“**Mobile Device**”) strictly in accordance with these terms and any other Additional Terms (as defined below); 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 and any terms and conditions associated with such Services.
- 2. License Restrictions.** The Mobile Application and Services are provided for your personal, non-commercial use only. You acknowledge that Company reserves the right to discontinue the Mobile Application and Services, in whole or in part, at any time. When using the Mobile Application or Services, 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 (notwithstanding the limitations below), or as Company or an applicable Service Provider may expressly otherwise permit, you shall not:
 - (a) copy the Mobile Application or Services;

- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Mobile Application or Services;
 - (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Mobile Application or Services, 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 Mobile Application or Services, including any copy thereof;
 - (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Mobile Application or Services, or any features or functionality of the Mobile Application or Services, to any third party for any reason, including by making the Mobile Application or Services available on a network where it is capable of being accessed by more than one device at any time; or
 - (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Mobile Application or Services; or
 - (g) use the Mobile Application or Services for any unlawful purpose, or in violation of any third-party rights.
- 3. Reservation of Rights.** You acknowledge and agree that the Mobile Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Mobile Application under this Agreement, or any other rights thereto other than to use the Mobile Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company and its Service Providers reserve and shall retain their entire right, title, and interest in and to the Mobile Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.\
- 4. Privacy; Collection and Use of Your Information.** You acknowledge that when you download, install, or use the Mobile Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Mobile Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Mobile Application or certain of its the Services, and the Mobile Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with the Mobile Application is subject to and governed by the terms of our Connected Services Privacy Notice located at www.Lexus.com/privacyvts (“**Privacy Notice**”). By downloading, installing, using, and providing information to or through this Mobile Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Notice.
- 5. Additional Terms.** Use of the Mobile Application and Services is subject to such other applicable terms and restrictions provided or made available to you by Company or its Service Providers (“**Additional Terms**”). Additional Terms provided by Company include, among others and as applicable, the terms set forth in: (i) the Owner’s Manual(s), user guides and similar documentation for your vehicle; (ii) the Privacy Notice; and (iii) the Connected Services Terms of Use located in the

Agreement section at www.Lexus.com/privacyvts. In the event of a conflict between the terms in this Agreement and any Additional Terms, the Additional Terms shall govern to the extent of the conflict.

6. **Updates.** Company 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 Company has 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.

7. **Service Content.** The Mobile Application and Services may display, include, or make available third-party content (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 (collectively, “**Service Content**”). You acknowledge and agree that neither Company nor any Service Provider is responsible for Service Content, including the accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company and Service Providers do not assume and will not have any liability or responsibility to you or any other person or entity for any Service Content.
8. **Availability & Interruptions.** The availability and use of certain Mobile Application and Services is subject to a compatible Mobile Device and your Mobile Device within the range of the wireless network (“**Wireless Network**”) of the wireless carrier that supports the Device (“**Underlying Wireless Carrier**”). Further, the Mobile Application and/or Services are intended to operate only within the continental United States, Alaska or Hawaii. Neither Company nor any Service Provider guarantees that the Mobile Application or Services, or any portion thereof will be available at all times or in all areas. You acknowledge and agree that Company 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 Company nor any Service Provider shall be liable to you if the Mobile Application or Services are not available or accessible in a given location.
9. **Distractions & Hazards.** You understand and agree that your use of certain Mobile Application and/or Services 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 your 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 in the operation of your vehicle or in other activities may cause an accident, damage, injury, death, or other serious consequences. You assume sole responsibility for your use of the Mobile Application and Services 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).

10. 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 iTunes, 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 Company and not with the App Store;
- (b) the App Store is not responsible for: (i) the Mobile Application, Services or Service Content; (ii) any maintenance, support services; or (C) addressing any claims relating to Mobile App, Services or Service Content (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 Mobile Application;
- (d) to comply with, and that your license to use the Mobile Application 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.

11. Term and Termination.

- (a) The term of Agreement commences when you download the Mobile Application, or otherwise acknowledge your acceptance, and will continue in effect until terminated by you or Company 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) Company may terminate this Agreement at any time without notice if it ceases to support the Mobile Application, which Company may do in its 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 whatever reason: (i) all rights granted to you under this Agreement will also terminate; and (ii) you must cease all use of the Mobile Application and delete all copies of the Mobile Application from your Mobile Device and account.
- (e) Termination will not limit any of Company’s rights or remedies at law or in equity.

12. NO WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE MOBILE APPLICATION AND SERVICES IS AT YOUR SOLE RISK. THE MOBILE APPLICATION AND SERVICES ARE 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, COMPANY, AS WELL AS ITS 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 MOBILE APPLICATION OR SERVICES WILL MEET YOUR REQUIREMENTS; (B) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE

MOBILE APPLICATION OR SERVICES; (C) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (D) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED OR ACCESSED THROUGH THE MOBILE APPLICATION OR SERVICES; (E) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MOBILE APPLICATION OR SERVICES; (F) WARRANTIES THAT YOUR USE OF THE MOBILE APPLICATION OR SERVICES WILL BE SECURE OR UNINTERRUPTED; AND (G) WARRANTIES THAT ERRORS IN THE MOBILE APPLICATION OR SERVICES WILL BE CORRECTED.

13. LIMITATION OF LIABILITY. EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, YOU AGREE THAT THE ENTIRE LIABILITY OF COMPANY AND THE ADDITIONAL ENTITIES TO YOU OR ANY THIRD PERSON, AND THAT YOUR OR ANY THIRD PERSON'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICE PROVIDED UNDER THESE TERMS OF USE AND/OR FOR ANY BREACH OF THESE TERMS IS SOLELY LIMITED TO THE AMOUNT OF ONE HUNDRED DOLLARS (\$100). EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, NEITHER COMPANY 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, COMPANY'S AND EACH OF THE ADDITIONAL ENTITIES' LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH STATES.

14. RELEASE/WAIVER OF CLAIMS. FOR YOURSELF AND ANYONE ELSE CLAIMING UNDER YOU OR ON YOUR BEHALF, YOU AGREE TO RELEASE AND DISCHARGE COMPANY, 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 MOBILE APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF THE MOBILE APPLICATION OR SERVICES, EVEN IF CAUSED BY OR BASED UPON COMPANY'S, THE ADDITIONAL ENTITIES' OR THE 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 MOBILE APPLICATION OR SERVICES. 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 COMPANY AND EACH OF THE ADDITIONAL ENTITIES (INCLUDING ANY THIRD PARTIES PROVIDING ALL OR PART OF THE MOBILE APPLICATION OR SERVICES) 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 PART, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE MOBILE APPLICATION OR SERVICES.

15. 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 COMPANY EACH AGREE TO SUBMIT ANY DISPUTE RELATED TO THIS AGREEMENT (INCLUDING THE MOBILE APPLICATION OR SERVICES) 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 COMPANY EACH AGREE:

- (a) **Informal Resolution of Disputes.** If you or Company has a dispute or disagreement with the other regarding the Mobile Application, Services or any other aspect of this Agreement (each, a “Dispute”), you and Company each agree to first contact and provide a written description of the Dispute, all relevant documents/information and a proposal for resolving the Dispute. You agree to contact us with Disputes at Toyota Motor Sales, U.S.A., Inc., Attn: Disputes, P.O. Box 259001, Plano, TX 75025-9001. Company will contact you based on the contact information we have in our systems.
- (b) **Mandatory Arbitration of Unresolved Disputes.** If after 60 days the parties are unable to resolve the Dispute, YOU AND COMPANY 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 Company each acknowledge and agree that, but for this agreement to arbitrate disputes, you and Company 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 Company 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 Company 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, then judgment on the award may be entered in any court having jurisdiction. An arbitrator may award on an individual basis any relief.
- (d) **Federal Arbitration Act.** You and Company each enter 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 Company 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) Company (and any other Service Provider) may seek injunctive or other appropriate relief in court or arbitration to the extent the Dispute in any manner involves your actual or threatened infringement or violation Company’s or any third party’s patent, copyright, trademark, trade secret, privacy or publicity rights.
- (f) **Costs & Fees.** You and Company each agree to pay our own fees, costs, and expenses, including those for any attorneys, experts, and witnesses. You and Company also agree that any claim for or award of attorneys’ fees, including such claim or award pursuant of Chapter 38 of Texas Civil Practice and Remedies Code, is waived.

- (g) **NO CLASS ACTIONS.** TO THE EXTENT ALLOWED BY LAW, YOU AND COMPANY 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 COMPANY 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.

16. Export Regulation. The Application may be subject to US 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 Application to, or make the 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 Application available outside the US.

17. 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 US Government or any contractor therefor is the owner or authorized user of the Vehicle, or an authorized user of the Mobile Application, the US 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 US 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 Company both agree that only that part of the Agreement shall be stricken and that the remaining terms in this Agreement shall not be affected. So, for example, if a provision in this Agreement is found to be unenforceable, you and Company agree 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 Company has 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 Company. The English language version takes precedence if there is any contradiction between the English and translated versions.
- (d) This Agreement (including the Privacy Notice and any Additional Terms incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter of this

Agreement and supersedes all previous written or oral agreements between you and Company 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 Company's prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. Company may assign this Agreement or any rights hereunder without your consent and without notice.