

**LEXUS VEHICLE SOFTWARE
END USER LICENSE AGREEMENT**

NOTICE OF MANDATORY ARBITRATION PROVISION:

Your use of our Software and/or Services (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 any of our Software or Services if you are unwilling to arbitrate all disputes you may have with us as provided in that section.

As used in this End User License Agreement (“**Agreement**”), “you” and “your” means the owner and any authorized user of the Vehicle (as defined below), as well as any user of the Software or Services.

THIS AGREEMENT GOVERNS YOUR USE OF THE SOFTWARE (“SOFTWARE”) INSTALLED ON YOUR LEXUS VEHICLE MANUFACTURED FOR USE IN THE CONTINENTAL UNITED STATES, ALASKA AND HAWAII (“VEHICLE”), INCLUDING UPDATES TO THE SOFTWARE (“UPDATES”), AS WELL AS THE APPLICATIONS, SERVICES, FUNCTIONS, AND CONTENT PROVIDED THROUGH THE SOFTWARE (“SERVICES”).

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE OR SERVICES. ANY USE OF THE SOFTWARE OR SERVICES, WHETHER AS ORIGINALLY INSTALLED OR AFTER AN UPDATE, SIGNIFIES YOUR CONSENT TO THIS AGREEMENT. THIS AGREEMENT WHICH 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 USE OR CEASE USE OF OUR SOFTWARE AND SERVICES.

- 1. Software and Services.** The Software is provided to you by Toyota Motor Sales, USA, Inc. and/or its affiliates (together, “**Lexus**”), and includes the Software (including firmware) originally installed by or on behalf of Lexus on your Vehicle, and any Updates installed by you, Lexus or a dealer. The Software enables certain Vehicle functions, and gives you access to and the ability to use Services provided by Lexus, its licensors and/or third parties identified by Lexus and/or its licensors (collectively, “**Service Providers**”).
- 2. Connected Services Privacy Notice.** If your Vehicle is equipped with a data communications module (“**DCM**”), your use of the Vehicle, Software and Services is subject to and governed by the terms of our Connected Services Privacy Notice located at www.Lexus.com/privacyvts (“**Privacy Notice**”). The DCM enables your Vehicle’s Connected Services system, which operates by collecting data from you and your Vehicle, including vehicle location, health and driving data, to support (depending on the features and functionality of your Vehicle) navigation assistance, emergency services, remote engine start, maintenance alerts, infotainment apps, over-the-air Updates and more.
- 3. Licenses; Additional Terms; Service Content.**
 - (a) Neither the Software nor Services have been or are sold to you. Rather, this Agreement grants you a limited, non-exclusive and revocable license: (i) to use the Software solely as installed and

updated by, on behalf of, or as permitted by Lexus; and (ii) to use the Services solely as made available by Lexus or other applicable Service Providers through the Software.

- (b) Use of the Software and Services is subject to such other applicable terms and restrictions provided or made available to you by Lexus and other applicable Service Providers (“**Additional Terms**”). Additional Terms provided by Lexus 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.
- (c) Except for the limited use rights expressly granted to you in this Agreement or Additional Terms, you do not and shall not acquire any right, title or interest in the Software or Services, or any information, media or content provided through the Service Content (as defined below). Any rights not expressly granted herein or in any Additional Terms are expressly reserved.
- (d) You acknowledge that the Software is subject to U.S. export jurisdiction. You agree to comply with all applicable national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by the United States.

4. Service Content. The Software 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 Lexus nor any other Service Provider is responsible for Service Content, including the accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. The 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.

5. Free/Open Source Software. The Vehicle, Software or Services may contain free/open source software (“**FOSS**”) governing Lexus’s distribution and your use of the OSS. Lexus and the third-party authors, licensors, and distributors of the FOSS disclaim all warranties and all liability arising from any and all use or distribution of the FOSS. To the extent the Lexus provides any FOSS under terms that differ from underlying licenses associated with the FOSS, those terms are offered by Lexus alone. Additional information regarding FOSS incorporated in the Vehicle, Software or Services is provided via the Additional Terms – typically, in your Vehicle’s Owner’s Manual(s)

6. Availability & Interruptions. The availability and use of certain Software and Services is subject to your Vehicle’s DCM, a compatible mobile device and/or other equipment connected to your Vehicle that is capable of wirelessly receiving and transmitting communications (“**Wireless Device**”). As such, the availability and use of such Software or Services: (a) will depend on your Vehicle being within the range of the wireless network (“**Wireless Network**”) of the wireless carrier that supports the Wireless Device (“**Underlying Wireless Carrier**”); (b) is subject to transmission limitation or interruption, including but not limited to technical obsolescence or sunset of the Wireless Device, Wireless Network, software or firmware, inside of or external to the Vehicle, required for data transmission or receipt. Further, the functionality of the Software and/or Services is not guaranteed for Vehicles used outside of the continental United States, Alaska or Hawaii. Neither Lexus nor any

Service Provider guarantees that the Software or Services, or any portion thereof will be available at all times or in all areas. You acknowledge and agree that Lexus and other Service Providers are not responsible for performance degradation, interruption or delays, whether caused by a Wireless Device, Wireless Network or otherwise. You acknowledge that either Lexus or any other Service Provider shall not be liable to you if the Software or Services are not available in a given location.

7. **Restrictions.** The Software and Services are provided for your personal, non-commercial use only. You acknowledge that Lexus reserves the right to discontinue the Software or Services, in whole or in part, at any time. When using the Software 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), as Lexus or an applicable Service Provider may expressly otherwise permit, you shall not:
- (a) copy the Software or Services;
 - (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or Services;
 - (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software 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 Software or Services, including any copy thereof;
 - (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or Services, or any features or functionality of the Software or Services, to any third party for any reason, including by making the Software 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 Software or Services; or
 - (g) use the Software or Services for any unlawful purpose, or in violation of any third-party rights.
8. **Distractions & Hazards.** You understand and agree that your use of certain Software and/or Services while operating the 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 Software 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).
9. **Updates.** We may provide you with Updates containing Software and/or Service enhancements, improvements, changes to functionality, corrections, or other modifications that we may make generally available to our customers. All Updates provided to you are deemed part of the Software and/or Service, as applicable. In order to maintain proper functionality of the Software and/or Services, you are responsible for installing all Updates as soon as practicable after notice or receipt from us. If you do not install the Updates, then the Software and/or Service may not work and/or certain features

may become disabled. Depending on the type of Update and your Vehicle's capabilities, Updates may be available through: (a) an over-the-air ("OTA") process via your Vehicle's wireless communication technology (e.g., the Vehicle's DCM); or (b) a file that is downloadable to a USB memory drive that you supply ("USB Drive"), where installation of the Update is completed by inserting the USB Drive in your Vehicle's applicable USB outlet.

- (a) Applicable requirements, limits, instructions and other relevant information on Updates via a USB Drive are located at www.Lexus.com/firmware-updates.
- (b) There are certain instances in which installation of an Update through an OTA process or through a USB Device may not work. In these instances, or where you do not wish to or otherwise cannot install the Update, you should contact your local dealership to install the Update. Typically, your local dealership can install any available Update; however, depending on your Vehicle's warranty status, installation of some Updates may incur charges.
- (c) In connection with each Update, please note: (i) your Vehicle's settings may be reset to the applicable default settings during the Update process, requiring you to reconfigure these settings after the installation is finished; (ii) certain Updates may change the functionality, operation, design of your Vehicle's multimedia, navigation or other systems from what is set forth in the Owner's Manual; (iii) unless we expressly notify you in writing, you will not be able to revert back to the prior version of your Vehicle's software once the Update is finished; and (iv) you may not be able to stop an Update after it has started.

10. NO WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SOFTWARE AND SERVICES IS AT YOUR SOLE RISK. THE SOFTWARE 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, LEXUS, 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 SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS; (B) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE SOFTWARE 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 SOFTWARE OR SERVICES; (E) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE OR SERVICES; (F) WARRANTIES THAT YOUR USE OF THE SOFTWARE OR SERVICES WILL BE SECURE OR UNINTERRUPTED; AND (G) WARRANTIES THAT ERRORS IN THE SOFTWARE OR SERVICES WILL BE CORRECTED.

11. LIMITATION OF LIABILITY. EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, YOU AGREE THAT THE ENTIRE LIABILITY OF LEXUS 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 LEXUS 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, LEXUS'S AND EACH OF THE ADDITIONAL ENTITIES' LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH STATES.

12. RELEASE/WAIVER OF CLAIMS. FOR YOURSELF AND ANYONE ELSE CLAIMING UNDER YOU OR ON YOUR BEHALF, YOU AGREE TO RELEASE AND DISCHARGE LEXUS AND EACH OF THE ADDITIONAL ENTITIES, THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, AND EACH THIRD-PARTY BENEFICIARY FROM ALL CLAIMS, LIABILITIES AND LOSSES IN CONNECTION WITH THE SOFTWARE 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 SOFTWARE OR SERVICES, EVEN IF CAUSED BY OR BASED UPON LEXUS'S OR THE ADDITIONAL ENTITIES' NEGLIGENCE, GROSS NEGLIGENCE, STRICT PRODUCTS LIABILITY, DECEPTIVE TRADE PRACTICES ACT VIOLATIONS, BAD FAITH, OR BREACH OF WARRANTY OR THE MALFUNCTION OF THE SOFTWARE 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 LEXUS AND EACH OF THE ADDITIONAL ENTITIES (INCLUDING ANY THIRD PARTIES PROVIDING ALL OR PART OF THE SOFTWARE OR SERVICES) 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 SOFTWARE OR SERVICES.

13. 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 LEXUS EACH AGREE TO SUBMIT ANY DISPUTE RELATED TO THIS AGREEMENT (INCLUDING THE SOFTWARE 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 LEXUS EACH AGREE:

- (a) **Informal Resolution of Disputes.** If you or Lexus has a dispute or disagreement with the other regarding the Software, Services or any other aspect of this Agreement (each, a “**Dispute**”), you and Lexus 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. Lexus 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 LEXUS 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 Lexus each acknowledge and agree that, but for this agreement to arbitrate disputes, you and Lexus 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 Lexus 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 Lexus 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 Lexus 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 Lexus 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) Lexus (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 Lexus's or any third party's patent, copyright, trademark, trade secret, privacy or publicity rights.
- (f) **Costs & Fees.** You and Lexus each agree to pay our own fees, costs, and expenses, including those for any attorneys, experts, and witnesses. You and Lexus 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 LEXUS 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 LEXUS 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.

14. U.S. GOVERNMENT LICENSE RIGHTS. The Software 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 Software, the US Government and/or the contractor, as applicable, shall receive only those rights with respect to the Software 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.

15. TERMINATION; MODIFICATIONS.

- (a) Lexus reserves the right in its sole discretion and at any time and for any reason, to terminate, discontinue or modify any aspect or feature of the Software or Services.
- (b) Lexus reserves the right, in its sole discretion, to modify the terms of this Agreement. Modifications to this Agreement will be posted at www.Lexus.com/privacyvts or such other website as Lexus may designate from time-to-time. It is your responsibility to check this site from time-to-time for any changes. In certain instances, we may provide you notice of such modifications via email, through our applications or through the multimedia equipment in your Vehicle. Your access and use of the Software and Services following any modification of this Agreement posted to the above site will signify your assent to and acceptance of this Agreement, as modified. If you object to any such modification to this Agreement, unless we notify you otherwise in writing, your sole recourse is to immediately discontinue use of the Software and Services.

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 Lexus 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 Lexus 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 Lexus 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 Lexus. 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 Lexus 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 Lexus'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. Lexus may assign this Agreement or any rights hereunder without your consent and without notice.