

Fleet API Agreement

This Fleet API Agreement (“**Agreement**”) is entered into by Partner and the Tesla entity identified in § 1 (“**Tesla**”), as of the date that is the earlier of: (a) the date Partner executes this Agreement or (b) the earliest date Partner accesses the API.

This Agreement limits Tesla’s warranties and liabilities; see §§ 11 and 12 for details.

This Agreement requires arbitration of disputes; see § 15 for details.

1. Tesla Party

- 1.1. For Partners located in the United States, the Tesla party to this Agreement is Tesla, Inc.
- 1.2. For Partners located outside the United States, the Tesla party to this Agreement is Tesla Motors Netherlands B.V.

2. Accounts and Plans

- 2.1. Account Registration. Partner shall register one or more accounts with Tesla and provide Account Information. Partner shall ensure that its Account Information is complete and accurate. Partner shall update its Account Information as required to keep it current.
- 2.2. Plans. Tesla will offer one or more plans for usage of the Fleet API. Tesla shall describe each offered plan in the Documentation. The plan that applies to Partner’s account is the “**Partner Plan**”.
 - 2.2.1. One Offered Plan. If Tesla offers only one plan, that plan is automatically deemed the Partner Plan during the entire time that Tesla offers only one plan.
 - 2.2.2. Multiple Offered Plans. If Tesla offers multiple plans, each plan may have capabilities, limitations, commands, data, request rates, levels of service, Fees, and pricing. If Tesla offers multiple plans, Partner shall select the plan to be associated with each of Partner’s accounts, and the plan selected by Partner for each account is the Partner Plan for that account. Partner shall make such selections in the Portal, and Partner may change its Partner Plans using the Portal.
- 2.3. Configuration. Partner shall configure Partner’s API access in consideration of Partner’s service needs as described in the Documentation. Partner may use Application credentials to access Tesla server functionality or turn on direct streaming to Partner’s own servers.
- 2.4. Plan Limitations. Each plan may have limitations, as described in the Documentation. Limitations may affect the number or frequency of commands that Partner may use in the plan during a period of time. If a Partner Plan reaches or exceeds a limitation, Tesla may (in Tesla’s sole discretion) do any of the following: block any further use of the Partner Plan until the period of time to which the limitation applies has lapsed, suspend the Partner Plan until it no longer exceeds the limitation, or escalate the Partner Plan to a higher plan in which it would not exceed any limitation considering Partner’s usage in recent periods. Tesla will use reasonable efforts to notify Partner if Tesla escalates a Partner Plan to a higher plan. If Tesla escalates a Partner Plan to a higher plan and the pricing of the escalated Partner Plan is subscription-based, Partner shall pay all Fees associated with the higher plan beginning on earliest date of the Subscription period.

3. Charges

- 3.1. Fees. Tesla shall disclose the Fees and pricing associated with each plan in the Documentation. Partner shall pay to Tesla all Fees incurred by Partner or through the use of Partner’s account in connection with all Partner Plans. Fees are not refundable for any reason.
- 3.2. Payment. Partner shall timely pay all Fees and Indirect Taxes according to the payment schedule and instructions provided by Tesla in the Portal without setoff, recoupment, or other reduction. All Fees and

all payments shall be in U.S. dollars.

- 3.3. Late Payments. Partner shall pay interest on late payments at the lesser of the rate of 1.5% per month or the highest rate allowed by applicable Law, calculated daily and compounded monthly. Partner shall reimburse Tesla for all costs incurred in collecting any late payments, including legal fees and costs.
- 3.4. Taxes.
 - 3.4.1. Taxes Generally. Except as set forth in this § 3.4, each party is solely responsible for taxes imposed or assessed on it or its activities, including (a) taxes relating to any income, property, or franchise, and (b) employer-related taxes with respect to its personnel (e.g., employee taxes, workers compensation and unemployment insurance).
 - 3.4.2. Indirect Taxes. Partner shall pay all Indirect Taxes. Tesla's pricing excludes any Indirect Taxes. Where required by law, unless Partner furnishes to Tesla proof of exemption, Tesla will invoice Partner for the amount of any applicable Indirect Taxes and remit such amount to the applicable taxing authority. If Partner is required by law to deduct or withhold any amount of tax from a payment to Tesla, Partner shall: (a) promptly remit such amount to the applicable taxing authority and provide Tesla with a receipt for such remittance, and (b) increase the amount of its payment to Tesla by the amount necessary to ensure Tesla receives the full amount which it would have received if no deduction or withholding had been made.
 - 3.4.3. Withholding Taxes. Partner may not withhold any amount from its payments to Tesla unless such withholding is required by Law. Partner shall provide Tesla with proof of payment of any withholding taxes.

4. License

- 4.1. License Grant. Subject to and conditional upon Partner's strict compliance with this Agreement, Tesla grants to Partner a limited, non-exclusive, non-transferable, non-sublicensable (except as expressly permitted in § 4.3) license during the Subscription Term and within the Territory to create an Application and to enable the Application to interact with Product Data in accordance with this Agreement and the Documentation. Examples of permitted uses of the API include creating Applications that allows Users to: (a) issue certain commands to Partner Products (such as locking doors or climate controls) or (b) collect information about certain aspects of a Partner Product's state.
- 4.2. Configuration-Specific License Rights. Accounts configured to access Tesla server functionality may use the API to interact with Tesla's databases to retrieve the Tesla Content necessary to facilitate use of Tesla's products and services through the Applications by Partner or Users. Accounts configured to run on a Partner server may use the API to retrieve Partner Content from Partner Products and may serve the Partner Content to Users through the Application to facilitate use of Partner Products by Users.
- 4.3. Sublicenses. Partner may sublicense its rights under this § 4 to one or more third party service providers within the Territory, to the extent Partner owns each Partner Product and each such service provider has agreed to be bound to all of the terms and restrictions contained in this Agreement in a written contract that designates Tesla as an intended third-party beneficiary. Each act and omission of each such service provider will be deemed an act or omission of Partner to the same extent as though it were an act or omission of Partner.

5. API Use and Restrictions

- 5.1. Requirements to Use API. In order to use the API, Partner must, with respect to each account: (a) keep its account in good standing, including timely making all payments to Tesla; (b) have a current Partner Plan and not exceed the limitations of any Partner Plan; (c) have valid Partner Credentials; (d) provide Tesla with the range of IP addresses from which Partner will access the API; and (e) comply with this Agreement.

- 5.2. Partner Credentials. Partner must have valid Partner Credentials for each account. Partner Credentials are valid only during the Subscription Term. Tesla may revoke Partner Credentials for any reason that would justify termination of this Agreement or suspension of any rights or performance under this Agreement.
- 5.3. Access Limitations. Partner may access the API only by the means described in this Agreement and the Documentation. Partner must use its Partner Credentials in connection with the API. Partner may not misrepresent or mask or fail to disclose the identity of Partner, any Partner Application, or Partner's API client. Tesla may set and enforce limits on each account's use of the API (e.g. limiting the number of API requests or the number of Users), in accordance with the Partner Plan. Partner shall comply with all such limitations and may not attempt to circumvent any limitation. Partner may request changes to such limitations by contacting Tesla. Tesla may grant, deny, or condition such requests in any manner in Tesla's sole discretion.
- 5.4. Privacy Policy. Partner must disclose to each User through a privacy policy how Partner collects, uses, stores, and discloses Product Data, other information collected from Users and from other visitors, including, where applicable, that third parties (e.g., advertisers) may serve content or advertisements and collect information from Users and other visitors that may include the use of cookies. Partner must also disclose to each User that Tesla may use submitted information in accordance with Tesla's Privacy Notice. If Partner provides an Application to a Fleet Operator, Partner may satisfy this § 5.4 by causing the Fleet Operator to accomplish this, although as between Partner and Tesla, Partner remains solely responsible.
- 5.5. Reporting Violations. Partner must contact Tesla as soon as possible, and in no event no later than 48 hours, after becoming aware of any actual or suspected unauthorized access to or use of its Partner Credentials or any unauthorized access to or use of the API or any Content.
- 5.6. Prohibited Conduct. Any of the following actions (or attempts to do such actions) by Partner or by any person using Partner Credentials will constitute a material breach of this Agreement:
- 5.6.1. Access (or attempt to access) the API in any manner other than as expressly permitted by this Agreement or the Documentation.
 - 5.6.2. Exceed any limitation of a Partner Plan.
 - 5.6.3. Share Partner Credentials with any third party.
 - 5.6.4. Provide API access for any Tesla product that is not a Partner Product.
 - 5.6.5. Copy, in whole or in part, the API or Tesla Content.
 - 5.6.6. Reverse engineer, decompile, disassemble or otherwise attempt to derive or gain access to the API, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation
 - 5.6.7. Rent, lease, sell, sublicense (except as expressly permitted herein), assign, distribute, publish, transfer or otherwise make available the API or Content or User Personal Data to any third party other than to Users in the Application, without a valid legal basis.
 - 5.6.8. Cause or allow any Application, Tesla Product, or Tesla server to display, store, process, or transmit any content that is explicit, pornographic, inappropriate, offensive, harassing, or illegal.
 - 5.6.9. Use the API or any Content in violation of any applicable Law.
 - 5.6.10. Use the API or Content in a way that is false or misleading.
 - 5.6.11. Use the API or Content for the development of a product or service that competes with the API or any product or service other than the Application.
 - 5.6.12. Distribute or allow access or linking to the API or Content from any source other than the Application.

- 5.6.13. Create an Application that infringes any third party's rights, including a third party's IP Rights.
- 5.6.14. Create an Application that contains or use the API to create, insert, use, or execute any malware, software code or instructions designed to disrupt, disable, harm, interfere with or otherwise adversely affect computer programs, data files or operations, or other code typically described as a virus, Trojan horse, worm, back door or other type of harmful code that may damage any Tesla Content or Tesla databases.
- 5.6.15. Design or market an Application that has the purpose or effect of harassing, abusing, spamming, stalking, or threatening any Individual.
- 5.6.16. Re-play stored user passwords or credentials for commands which require such passwords in the API call.
- 5.6.17. Process Product Data without complying with the privacy and data protection obligations specified in § 9, including providing notice and obtaining prior written consent from each Individual, as applicable. If Partner provides an Application to a Fleet Operator, Partner may satisfy this § 5.6.17 by causing the Fleet Operator to accomplish this, although as between Partner and Tesla, Partner remains solely responsible.
- 5.6.18. Access Personal Data in any data category for which an Individual has not granted consent to the access or has revoked consent to the access.
- 5.6.19. Circumvent, or attempt to circumvent, any security measure or any feature in the API or the Portal that is intended to prevent unauthorized use of the API or violations of this Agreement.
- 5.6.20. Fail to report a violation as required in § 5.5.
- 5.6.21. Use the API or any Application to provide a product or service that competes with or interferes with any actual or anticipated service of Tesla, including any robotaxi service, managed charging service that interferes with or reduces the effectiveness of any Tesla service or product feature, or any virtual or distributed power plant service.
- 5.6.22. Use the API or any Application (or attempt to do so) for any automatic or autonomous control of any Partner Product behavior or for emergency or life-saving purposes.
- 5.6.23. Access, store, use, or retain any Tesla account credentials (such as a username or password) for any Tesla account other than Partner's Tesla account, including any Tesla account of any User or any customer or employee of Partner.
- 5.6.24. Access, store, use, or retain any Product Data or User data that Partner obtained through the use of any Tesla account credentials (such as a username or password) for any Tesla account other than Partner's Tesla account, including any Tesla account of any Individual, User, or Fleet Manager.
- 5.6.25. Allow any person to do anything that Partner may not do with respect to the API, Personal Data, an Application, or a Tesla Product.
- 5.6.26. Breach any other agreement with Tesla or obligation to Tesla outside of this Agreement.
- 5.6.27. Cause, induce, encourage, or solicit any third party to breach any agreement with Tesla or any obligation to Tesla.
- 5.6.28. Use any means other than the API or the Tesla mobile app to do any of the following:
 - 5.6.28.1. Remote interactions with any Tesla Product, Tesla-provided software or Tesla-provided hardware.
 - 5.6.28.2. Send commands to any Tesla Product.
 - 5.6.28.3. Access any Product Data that is stored in a Tesla Product.

6. Third-Party Materials

The API may include Third-Party Material. All Third-Party Material is licensed to Tesla on terms that are in addition to and/or different from those contained in this Agreement, including public license terms. In addition to this Agreement, all or any portion of the API that constitutes Third-Party Material is licensed to Partner subject to the terms of the applicable third-party licenses. Any breach by Partner of any such third-party license is a material breach of this Agreement. Partner must promptly notify Tesla of any actual or suspected breach of any such third-party license and cooperate with Tesla as requested by Tesla to minimize the impact on Tesla of any such breach.

7. Reservation of Rights

Tesla reserves all rights not expressly granted to Partner in this Agreement. The API and Content are licensed, not sold, to Partner for use solely during the Subscription Term. The API and Content are protected by IP Rights. Tesla and its licensors and service providers reserve and retain their entire right, title and interest in the API and Content and all IP Rights arising out of or relating to the foregoing, except those rights expressly granted to Partner in this Agreement. This Agreement does not grant Partner any rights to use any trademark, service mark, logo, or branding of Tesla, except as expressly provided in § 14.4 (Statements of Compatibility). Partner may not use the word “Tesla” or any Tesla trademark or service mark, or the name or model of any Tesla product, in the name of any Application. Partner shall safeguard the API and Content in Partner’s possession from infringement, misappropriation, theft, misuse, or unauthorized access. Partner may not participate or provide material support to any legal action or administrative proceeding to challenge the validity or enforceability of any Tesla IP Right.

8. Updates

Tesla may develop and provide Updates in Tesla’s sole discretion. Tesla has no obligation to develop or provide any Updates at all or for particular issues. Updates may change any feature of the API or Content. Tesla does not guarantee that any particular feature of the API or Content will remain available or unmodified. Updates may or may not be backward compatible with prior versions, in Tesla’s sole discretion. Partner shall use each Update to the extent Tesla makes it available to Partner. All Updates will form part of the API or Content (as applicable) and are subject to the terms of this Agreement, unless any such Updates are accompanied by separate terms.

9. Privacy & Data Protection

- 9.1. Role of Parties. Each party is an independent Controller of the Personal Data under applicable data protection laws, will individually determine the purposes and means of its processing of Personal Data, and will comply with the obligations applicable to it under all privacy and data protection laws. Partner must have an applicable legal basis to Process Personal Data, and, where necessary, obtain consent from each Data Subject to facilitate use of the API pursuant to this Agreement. Partner is a “service provider” as defined in CCPA.
- 9.2. API Clients and Monitoring. Tesla and its Affiliates may collect and use information regarding use of the API and Content by Partner or through the Application and about equipment through which it is accessed and used. Tesla may use such information: (a) to monitor use of the API’s to ensure quality (b) to improve the performance of the API or Content or developing Updates or improving Tesla’s other products and services; (c) to verify Partner’s compliance with this Agreement; (d) to enforce or protect the rights or interests of Tesla and its affiliates; and (e) to validate navigation-dependent systems. This monitoring may include Tesla accessing and using Partner’s API Client or Application, for example to identify security issues that could affect Tesla or its users. Partner may not interfere with this monitoring or access by Tesla. Tesla may use any technical means to overcome any interference that Tesla reasonably believes is occurring. To the extent any information collected and used by Tesla includes Personal Data, Tesla is

separate Controller for the collection and use of such Personal Data for the above purposes and will Process such Personal Data in accordance with applicable data protection law and with the Tesla Privacy Notice.

9.3. Processing of Individuals' Personal Data in the Context of the API and Application.

9.3.1. Use of the API may enable Partner to collect, use, disclose or otherwise process Personal Data relating to Partner Products, including about Individuals. Without prejudice to the rest of this § 9, Partner acknowledges that Partner acts as a Controller when processing Individuals' Personal Data in the context of the API. As a Controller, Partner has the sole and exclusive responsibility for complying with any and all applicable Data Protection Laws. Partner shall cooperate with Tesla in order to comply with, and to facilitate Tesla's compliance with, applicable Laws, including Data Protection Laws.

9.3.2. As required under applicable Data Protection Laws and this Agreement, Partner must: (a) provide notice in clear and plain language to Individuals about the collection, use, or disclosure of their Personal Data; (b) provide all necessary notices to and obtain all necessary consents in writing from Individuals, in particular Partner must obtain Individuals' explicit, prior, specific, informed and freely given consent for the processing of Personal Data which is at least as protective as identified in Standard Minimum Terms, and provide a copy of any such consent to Tesla upon request; (c) comply with applicable regulatory filings and legal requirements before a data protection authority, or alternatively, legal requirements in relation to maintaining respective data protection inventories; (d) comply with applicable labor law restrictions such as obtaining Individuals' consent or informing, consulting or obtaining authorization from employees' representative or works council as applicable; (e) comply with applicable data transfer restrictions; (f) comply with requests and inquiries from competent data protection authorities; and (g) comply with Individuals' requests to exercise their rights of access, correction, blocking or deletion of Personal Data, or to withdraw their consent. Partner must ensure that all Users understand and consent to the full scope of Partner's Processing of Personal Data before downloading or installing the Application or associating the Application with the User's Tesla account and before any Processing of such User's Personal Data occurs. Partner shall make available to Users and shall adhere to a privacy policy with respect to the Application that complies with all applicable Data Protection Laws and all relevant app store policies and fully, accurately, and clearly describes to Users what data Partner will collect, how Partner will use and Process such data, and how Users can request access to and deletion of their Personal Data. Tesla will not respond to requests from Individuals, unless instructed by Partner in writing to do so. Tesla will reasonably cooperate with Partner if an Individual wants to access, rectify, delete or block his/her Personal Data or in case of an investigation by a data protection authority if Partner has documented such requests in writing. Partner shall reimburse Tesla for Tesla's costs arising from such cooperation.

9.3.3. Partner may Process Tesla Personal Data only in accordance with Partner's privacy policy, applicable Data Protection Laws, and this Agreement. Partner's privacy policy does not supersede or modify, and may not be inconsistent with, this Agreement or the Tesla Privacy Notice. If any conflict exists between Partner's Privacy Policy and the Tesla Privacy Notice, the Tesla Privacy Notice will take precedence. Partner shall maintain publicly available and accurate links to its privacy policy for each Application.

9.3.4. The processing operations are deemed to be those described in this Agreement. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood for the rights and freedoms of natural persons, parties shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including any other controls mandated by applicable data protection laws. Partner must maintain reasonable and appropriate safeguards and other security measures designed to (a) ensure the security and confidentiality of Personal

Data within the API; (b) protect Personal Data against any anticipated threats or hazards to the security and integrity of such information; and (c) protect Personal Data against any actual or suspected unauthorized processing, loss, use, disclosure or acquisition of or access to such information. Partner shall exercise all necessary and appropriate supervision over its relevant personnel to maintain appropriate privacy, confidentiality, and security of Personal Data. Partner must take its own precautions to ensure that the process, which Partner employs for accessing the API does not expose Partner to the risk of viruses, malicious computer code or other forms of interference which may damage Partner own computer system. For the removal of doubt, Tesla does not accept responsibility for any interference or damage to Partner's network or computer system, which arises in connection with use of this API.

- 9.3.5. Before an Application collects or stores any Recording or Precise Geolocation (whether on a local device or on a server), Partner must obtain express, opt-in consent from each affected User and Fleet Operator, and the Application must display a reasonably conspicuous audio, visual, or other indicator to indicate (as applicable) that a Recording is being made or that a Precise Geolocation is being determined. Tesla collects information called by the API (including location data) for the purposes described in this Agreement. However, Tesla does not collect or store Precise Geolocation associated with Application, so Tesla does not know from which Application the location data came from.
- 9.3.6. Partner may not Process Tesla Personal Data that is an Individual's Sensitive Information. Partner may not use data to infer or derive Sensitive Information regarding Individuals in the context of using the API or an Application.
- 9.3.7. An Application may not collect Personal Data or device data without prior, express, opt-in consent of each affected User and Fleet Operator. An Application must clearly demarcate, using a separate and specific consent, which categories of data are required for the Application to function. Partner may not broaden or otherwise change the scope of usage for previously collected Personal Data or device data without obtaining prior, expressly, opt-in consent of each affected User and Fleet Operator for such expanded or otherwise changed usage.
- 9.3.8. An Application must provide the User or Fleet Operator the ability to review the data categories to which they granted access and the ability to revoke consent to the access previously granted.
- 9.3.9. Partner shall immediately notify Tesla and provide any information reasonably requested by Tesla if Partner knows of or suspects any security incident or data breach involving Tesla Personal Data or any incident of unauthorized access to or Processing of Tesla Personal Data or any incident that has or is reasonably likely to compromise the security, confidentiality, or integrity of systems owned or used by Partner or its Subprocessor that Process or relate to Tesla Personal Data. In the event of any of the foregoing incidents, Partner shall consult and cooperate with Tesla, assist with any required notices, keep Tesla regularly updated about the incident, and immediately remedy any breach or potential vulnerability resulting from Partner's possession, custody, control, or access to the Tesla Personal Data.
- 9.3.10. Except to the extent Partner is required to retain Tesla Personal Data under applicable Law, Partner shall accept requests to update or delete any Tesla Personal Data in its possession, custody, or control and shall do so within 30 days of any of the following:
 - 9.3.10.1. Retention is no longer necessary for an Application's stated and approved functionality that is permitted under this Agreement;
 - 9.3.10.2. Partner stopping operation of the Application;
 - 9.3.10.3. Tesla requesting that Partner delete it;
 - 9.3.10.4. The applicable Individual exercising their right to deletion; or
 - 9.3.10.5. Being required by applicable Law.

9.4. Other Processing of Personal Data by Tesla.

- 9.4.1. Partner consents for all other Processing of Personal Data by Tesla as described in this Agreement and in the Tesla Privacy Notice. Partner shall obtain Data Subjects' prior written consent for the processing of Personal Data by Tesla in accordance with this Agreement and the Tesla Privacy Notice and which is at least as protective as identified in the Standard Minimum Terms.
- 9.4.2. Partner shall maintain the confidentiality and security of all Personal Data and use appropriate organizational, technical, and administrative measures to protect the API, Content, and any and all Personal Data within Partner's possession, custody, or control. Partner shall maintain the security of Tesla Personal Data and use commercially reasonable efforts to protect Tesla Personal Data from unauthorized access or Processing, including encryption of the data in transit and at rest. Partner shall fulfill its obligations with respect to Personal Data using reasonable safeguards for the data that are no less protective than industry-standard safeguards and with no less care than Partner uses in connection with securing data with similar levels of sensitivity.
- 9.4.3. Partner's access and use of the API and Content is conditional upon Partner's compliance with this § 9.

10. Term; Termination; Suspension

- 10.1. Term. This Agreement will remain in effect during the Agreement Term. Each Partner Plan and the license granted hereunder will remain in effect during the Subscription Term and expires at the end of the Subscription Term. Partner may stop using the API at any time, with or without notice to Tesla.
- 10.2. Termination. This Agreement may be terminated only as provided in this § 10.2.
 - 10.2.1. Termination by Tesla. Tesla may terminate this Agreement, the Subscription Term for any or all Partner Plans, and/or the license granted hereunder at any time for any reason, without notice to Partner.
 - 10.2.2. Termination by Partner. Partner may terminate this Agreement at any time for any reason upon written notice to Tesla.
- 10.3. Effect of Termination. Upon termination of this Agreement:
 - 10.3.1. The Agreement Term ends.
 - 10.3.2. The Subscription Term ends for all Partner Plans, notwithstanding any prepaid Fees.
 - 10.3.3. All Fees incurred through the date of termination but not yet paid are accelerated and due upon the termination.
 - 10.3.4. Partner Credentials are hereby revoked.
 - 10.3.5. Partner must stop all use of the API and Content.
 - 10.3.6. Partner must delete all cached or stored Content and Documentation in Partner's possession, custody, or control.
- 10.4. Suspension. Tesla may suspend any or all Partner accounts at any time if Tesla reasonably believes that any event has occurred that would justify Tesla's termination of this Agreement. Tesla will use reasonable efforts to inform Partner of any suspension and the reason(s) for the suspension but is not required to provide notice before the suspension or within any specific timeframe. During any suspension, Partner must do all of the following with respect to all of Partner's accounts, including suspended accounts:
 - 10.4.1. Stop all use of the API and Content for the duration of the suspension.
 - 10.4.2. Work diligently to cure all breaches of the Agreement.
 - 10.4.3. Continue timely payment of fees.

11. Warranties

- 11.1. Tesla's Warranties. The API and Content are provided to Partner on an "as is where is" and without warranty of any kind. To the maximum extent permitted by Law, Tesla, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims any and all warranties, conditions or other terms, whether express, implied, statutory or otherwise, with respect to the API and all Content, including all implied warranties of accuracy, satisfactory quality, merchantability, fitness for a particular purpose, security, completeness, reliability, performance, timeliness, or continued availability, title, and noninfringement, and any warranties that may arise out of course of dealing, course of performance, use, or trade practice. Without limiting the foregoing, Tesla provides no warranty or undertakings, and makes no representation of any kind that the API or Content will meet Partner's requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected. Tesla is not responsible if Content is unavailable at any time or for any duration, including for reasons such as a failure of the API or of resources provided by Tesla such as hardware, software, telecommunications, a service provider, or scheduled maintenance. In any such case, Tesla cannot guarantee the duration of any outage but will use reasonable efforts to restore access to the API and Content within a reasonable time. Tesla does not guarantee that Partner or Users will receive from Tesla or through the API any notification about events affecting any Partner Product status or events, including safety-critical or security-related events such as any collision, airbag deployment, fire, damage, unauthorized entry, lockout, or theft.
- 11.2. Partner's Warranties. Partner represents and warrants each of the following to Tesla:
- 11.2.1. All Personal Data and Product Data Processed by Partner or its Processors has been Processed at all times in compliance with applicable Law.
- 11.2.2. All Personal Data and Product Data that Partner provides to Tesla or its Processors has been Processed at all times in compliance with applicable Law.
- 11.2.3. Partner has the power and authority to enter into this Agreement. Partner has authorized the person executing this Agreement to do so on behalf of Partner.

12. Limitation of Liability

- 12.1. Exclusion of Liability. To the maximum extent permitted by Law, in no event will Tesla or its affiliates, or any of their respective licensors or service providers, be liable to Partner or any third party for any use, interruption, delay or inability to use the API or Content, lost revenues or profits, delays, interruption or loss of services, business or goodwill, loss or corruption of data, loss resulting from system failure, malfunction or shutdown, failure to accurately transfer, read or transmit information, failure to update or provide correct information, system incompatibility, breaches in system security, or for any consequential, indirect, or special loss or damage, whether arising out of or in connection with this Agreement, breach of contract, tort (including negligence) or otherwise, regardless of whether such loss or damages were foreseeable and whether or not Partner or Tesla was advised of the possibility of such damages. The foregoing includes, without limitation, any damages, injury, or liability of any kind arising from or caused by any viruses, bugs, human action or inaction, any computer system, phone line, hardware, software, or program malfunctions, or any errors, failures, or delays in computer transmissions or network connections.
- 12.2. Liability Cap. To the maximum extent permitted by law, the aggregate liability of Tesla and its Affiliates, as well as any of their respective licensors and service providers, arising out of or related to this Agreement, the API, or Content, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, shall be limited to the amount of Fees paid by Partner during the 6-month period prior to the month in which the most recent event giving rise to liability occurred.
- 12.3. Applicability of Limitations. The exclusions and limitations in §§ 12.1 and 12.2 shall apply to the maximum

extent permitted by Law, even if Partner's remedies under this Agreement fail of their essential purpose. Subject to the foregoing, all remedies provided herein are cumulative and in addition to and not in lieu of any other remedies available to a party under the Agreement, at law, or in equity. Partner acknowledges that any violation by Partner of this Agreement will cause irreparable harm to Tesla for which monetary damages would be inadequate, and Partner consents to Tesla obtaining any injunctive or equitable relief that Tesla deems necessary or appropriate in such circumstances without the necessity of posting bond or any proof of action, injury, or damage.

13. Indemnification

Partner shall defend, indemnify, and hold harmless the Tesla Indemnitees on demand from and against all Claims and Losses relating to, arising out of, or based on allegation of (a) breach of this Agreement; (b) the development, maintenance, or use of an Application (including any infringement of any IP Rights); and (c) any third-party Claims (including from Data Subjects or from Individuals) arising out of any breach of this Agreement. Partner's obligations in this § 13 will apply regardless of whether a Claim arises in tort, negligence, contract, warranty, strict liability, or otherwise. To the maximum extent permitted by Law, Partner's obligations in this § 13 will apply even if a Tesla Indemnitee's conduct has caused contributed a Claim or Loss, except that such obligations will not apply to the extent that such Claim or Loss was caused solely and directly by a Tesla Indemnitee's gross negligence or willful misconduct.

14. Confidentiality

- 14.1. NDA. The NDA is incorporated by reference into this Agreement, mutatis mutandis, and sets out the parties' confidentiality obligations. The terms of the NDA will continue in force throughout the Agreement Term and for 3 years thereafter.
- 14.2. Tesla's Confidential Information. Tesla's Confidential Information (as defined in the NDA) includes all of the following: the API, Content, information and data provided by Tesla to Partner in connection with this Agreement, information about Tesla's data collection or other processes, and related documentation.
- 14.3. No Publicity. Partner shall not make any public announcements about Tesla or the API or the existence or terms of this Agreement. Nothing in this Agreement prohibits either party from making public announcements about its own products or services or from making any public disclosure or filing that it determines in good faith is required by Law or the rules of the stock exchange on which its shares, or the shares of its parent company, are listed. Partner may not use Tesla's branding, trademarks, service marks, names, or logos in any announcement, marketing literature, web site, article, press release, interview, or any other document or communication, without Tesla's prior written consent, except as expressly provided in § 14.4.
- 14.4. Statements of Compatibility. To the limited extent provided in this § 14.4, Partner may make public statements that identify the Partner Products that an Application is compatible with ("**Statements of Compatibility**"). Partner's Statements of Compatibility may use the word "Tesla" in combination with the name and model of Partner Products that the Application is compatible with (each, a "**Compatibility Identifier**") only if all of the requirements listed below are met. Tesla may revoke the permission granted in this § 14.4 at any time in Tesla's sole discretion. Each Statement of Compatibility must comply with all of the following, both individually and in combination with all other Statements of Compatibility:
 - 14.4.1. The Statement of Compatibility is accurate and not misleading.
 - 14.4.2. The Statement of Compatibility clearly identifies Partner as the source of the Application and of the Statement of Compatibility.
 - 14.4.3. The Statement of Compatibility does not state or imply Tesla's approval, endorsement, sponsorship, or association with Partner or the Application.

- 14.4.4. The Statement of Compatibility is made as part of a larger public statement, announcement, marketing literature, web site, article, press release, interview, or other document or communication and is not a free-standing statement that is separate from a larger body of material.
- 14.4.5. The Statement of Compatibility and each Compatibility Identifier appears in plain text in the main body of the larger body of material in which it appears and not as a headline, subject heading, callout, graphic, spot color, or in any other prominent manner.
- 14.4.6. The Compatibility Identifier appears no larger or more prominent than any of its surrounding text and in the same color as its surrounding text.
- 14.4.7. The Statement of Compatibility does not contain or use any material that contains Tesla IP Rights (other than Tesla's trademark or service mark rights in the Compatibility Identifier).

15. Dispute Resolution

- 15.1. Agreement to Arbitrate. Any dispute, controversy, or claim that arises out of or relates to this Agreement, the API, Content, or any Application ("**Dispute**") (including Disputes relating to arbitrability and the scope of this agreement to arbitrate) that is not resolved informally by the parties shall be finally resolved by binding arbitration that is solely and exclusively administered by the arbitration forum identified in § 15.2. There shall be a single arbitrator. The arbitration shall be conducted in English. The arbitration shall be kept confidential. The existence of the arbitration, any non-public information provided in the arbitration, and any submissions, orders or awards made in the arbitration (together, the "**Arbitration Confidential Information**") and may not be disclosed to any third party except the tribunal, the parties, their counsel, experts, witnesses, accountants and auditors, insurers, and any other Person necessary to the conduct of the arbitration. As between the parties, Arbitration Confidential Information is "Confidential Information" as defined in the NDA. Notwithstanding the foregoing, a party may disclose Arbitration Confidential Information to the extent that disclosure may be required to fulfil a legal duty, protect or pursue a legal right, enforce or challenge an award in bona fide legal proceedings. The award made by the arbitrator shall be final and binding on the parties. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction. Notwithstanding the agreement to arbitrate, a party may apply at any time to a court of competent jurisdiction for appropriate injunctive relief or for other interim or conservatory measures, and by doing so will not breach or waive the agreement to arbitrate or impair the powers of the arbitrator. For purposes of entry of judgment, enforcement proceedings, and any application for injunctive relief or interim or conservatory measures, each party irrevocably agrees that any legal action brought by it or against it relating to or arising from this Agreement or a Dispute must be brought solely and exclusively in, and each party irrevocably submits to the sole and exclusive personal jurisdiction of, the courts identified § 15.2.

15.2. Governing Law, Forum, and Venue.

15.2.1. For Partners located in the United States:

- 15.2.1.1. This Agreement and any Dispute is governed by the Laws of the State of Texas, without regard to the conflicts of law principles.
- 15.2.1.2. The arbitration forum is the Judicial Arbitration and Mediation Services ("**JAMS**"), which shall administer the arbitration in accordance with its Streamlined Arbitration Rules in force when the notice of arbitration is submitted, which rules are deemed to be incorporated by reference herein. The seat of arbitration shall be Austin, Texas.
- 15.2.1.3. Legal action (to the extent permitted) shall occur in the federal or state courts in Travis County, Texas.

15.2.2. For Partners located outside the United States:

- 15.2.2.1. This agreement and any Dispute is governed by the Laws of the Netherlands, without

regard to its conflicts of laws principles.

15.2.2.2. The arbitration forum is the Netherlands Arbitration Institute (“NAI”). The seat of the arbitration shall be Amsterdam, Netherlands.

15.2.2.3. Legal action (to the extent permitted) shall occur in the courts of the Netherlands, in Amsterdam.

16. Audit

Tesla may audit Partner’s Application, records, and/or activities and records relating to Partner’s use of the API to verify compliance with this Agreement. Partner shall provide reasonable access and assistance to Tesla required in performance of such an audit. Partner shall promptly provide to Tesla copies of all records and data that Tesla requests in connection with such an audit.

17. Miscellaneous

- 17.1. Entire Agreement; Severability. This Agreement (including the NDA) constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, representations, and understandings. If any provision of this Agreement is held invalid by an arbitrator or court having jurisdiction, such provision will be severed and the remainder of the Agreement will remain in full force and effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective administrators, successors, and assigns.
- 17.2. Writing Requirement. All notices, authorizations, approvals, consents, and requests allowed or required under this Agreement shall be in writing (including text form) and transmitted in the manner described in the Portal or in the Documentation or, if there is none, then via email.
- 17.3. Electronic Signatures and Notices. Partner consents to sign this Agreement and other documents electronically. Partner consents to receive notices in electronic form (instead of hard copies). Tesla may serve notices to Partner in the manner described in the Documentation or via email at an email address provided by Partner in the Account Information. Partner shall serve all notices to Tesla in the manner described in the Documentation. Partner shall also simultaneously serve to Tesla an additional copy of all notices of a legal nature via email at contractnotices@tesla.com.
- 17.4. Assignment. Neither party may transfer or assign this Agreement, in whole or in part, whether directly or indirectly, by operation of Law or otherwise, to any third party without the prior written consent of the other party, and any attempt to do so is null and void.
- 17.5. Amendment. Tesla may amend this Agreement with 30 days’ notice to Partner (each, an “**Amendment**”). Partner will accept Amendments by (a) communicating acceptance to Tesla or (b) not serving a termination notice within 30 days after Tesla provides notice of the Amendment. If Partner rejects an Amendment, then Partner hereby terminates this Agreement pursuant to § 10.2.2.
- 17.6. Waiver. No waiver of any right by any party is effective unless explicitly set forth in writing and signed by such party. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right or remedy under this Agreement precludes any other or further exercise thereof or the exercise of any other right or remedy.
- 17.7. Third-Party Beneficiary. There are no third party beneficiaries of this Agreement, except the Tesla Indemnitees with respect to their rights under § 13 (Indemnification).
- 17.8. Survival. Provisions of this Agreement which by their nature contemplate or govern performance or observance after the Agreement Term shall survive after the Agreement Term.
- 17.9. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint

venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17.10. Construction. No provision of this Agreement shall be construed or interpreted for or against either party because such party drafted or caused its legal representative to draft the provision.

17.11. Compliance With Laws. Each Party shall, at its own expense, comply with all Laws applicable to its business and the performance of this Agreement.

18. Interpretation

18.1. As used in this Agreement:

18.1.1. The terms “herein,” “herewith” and “hereof” are references to this Agreement, taken as a whole.

18.1.2. The terms “includes” or “including” mean “including, without limitation”.

18.1.3. References to a “Section” or “§” or “Addendum” shall mean a Section or Addendum of this Agreement, as the case may be, unless in any such case the context requires otherwise.

18.1.4. References to a Partner Plan includes all Partner Plans.

18.2. Each reference to a given Addendum, agreement, instrument or other document is a reference to that Addendum, agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made.

18.3. References to Laws or Tesla Policies referenced in this Agreement refer to such Laws or Tesla Policies as they may be amended from time to time, and references to particular provisions of a Law or Tesla Policy include any corresponding provisions of any succeeding Law or Tesla Policy.

18.4. A reference to a person or entity includes its successors and permitted assigns.

18.5. The singular includes the plural, and the masculine includes the feminine and neuter, and vice versa.

18.6. Unless expressly specified otherwise, “day” means a calendar day.

18.7. The expression “and/or” connotes “any or all of”.

18.8. The section headings contained in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement or affect in any way the meaning or interpretation of this Agreement.

19. Definitions

Capitalized terms in this Agreement without other definition have the meanings specified below.

“Account Information” means the information that Tesla requests or requires account holders to provide in connection with registration or maintenance of accounts.

“Agreement Term” means the term of this Agreement.

“Affiliate” means, with respect to either party, any other person controlling, controlled by or under common control with such first party. For purposes of this definition, the term “control” (and correlative terms) means the right and power, directly or indirectly through one or more intermediaries, to direct or cause the direction of substantially all of the management and policies of a person through ownership of voting securities or by contract.

“API” means the Tesla Fleet API and associated tools.

“Application” means an application (such as a mobile app or other software application or website or interface) made by or on behalf of Partner that interacts with (or is designed to interact with) the API.

“Business Day” means any day other than a Saturday, Sunday, or any other day on which banking institutions in the U.S. are not open for the transaction of normal banking business.

“Claim” means any claim, action, suit, proceedings, demand, investigation, assessment or liability of whatsoever kind or character made or brought against a Party or its Affiliate.

“Commercially Reasonable Efforts” means taking all steps and performing in a manner that a well-managed company would undertake where it was acting in a determined, prudent, and reasonable manner to achieve a particular desired result for its own benefit.

“Content” means Tesla Content and Product Data.

“Controller” means the party or parties to this Agreement that determine(s) the purposes and means of the Processing of Personal Data for purposes of this Agreement.

“Controller Personal Data” means any Personal Data Processed by a party under this Agreement in its capacity as a Controller.

“Data Protection Law” means all Laws applicable to the Processing of Personal Data under this Agreement, including, as applicable, the Laws of the United States, Europe, including, but not limited to the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”), ePrivacy Directive, EU Artificial Intelligence Act, the Canadian Personal Information Protection and Electronic Documents Act, the South Korean Personal Information Protection Act and the California Consumer Privacy Act of 2018 (“**CCPA**”).

“Data Subject” means an identified or identifiable natural person.

“Documentation” means the information provided by Tesla in the Portal, including information relating to the API, Content, configurations, and plans.

“Europe” means the European Economic Area (and its member states), Switzerland and the United Kingdom.

“Fees” means the fees charged by Tesla for account registration, use of the API, a Partner Plan, reduction of limitations, or for other benefits or services provided by Tesla.

“Fleet Operator” means a User that owns or manages Partner Products that are used by other Individuals.

“Force Majeure Event” means an event beyond the reasonable control of a party that delays or prevents the party from performing its obligations under this Agreement.

“Governmental Authority” means any national, regional or local government, any political subdivision thereof, or any governmental, quasi-governmental, regulatory, judicial or administrative agency, authority, commission, board or similar entity having jurisdiction over the performance of the Services or otherwise over any Party.

“Individual” means any owner, operator, user, driver, passenger, or bystander of a Partner Product.

“Indirect Tax” means any tax that might be chargeable in connection with the transactions between Tesla and Partner in connection with this Agreement, including sales taxes or value added taxes.

“IP Rights” means any and all rights arising under any Law relating to invention, patent, mask work, copyright, moral, industrial design, trademark, service mark, or trade secret rights or any other proprietary rights similar to the aforementioned rights.

“Law” means any applicable constitution, charter, act, statute, law, ordinance, code, regulation, order, by-law or other legislative or administrative action of any governmental authority, or a final decree, judgment or order of a court or tribunal.

“Partner” means the person or entity identified as the account holder in the Account Information.

“Partner Content” means Product Data that Tesla enables Partner to access through the API from a Partner server.

“Partner Credentials” means Partner’s credentials with respect to an account, consisting of a client ID and client secrets.

“Partner Product” means a Tesla product or service that is owned, leased, managed, or used by Partner, Partner’s Affiliate, a User, or a Fleet Operator.

“Losses” means losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable expert and legal fees.

“NDA” means the signed non-disclosure agreement then in effect between the parties or, if there is none, Tesla’s then-current form of Standard Non-Disclosure Agreement.

“Personal Data” means any information relating, directly or indirectly, to an identified or identifiable natural person.

“Portal” means the website provided by Tesla in which Partner may maintain its account, choose the Partner Plan, and access Documentation.

“Precise Geolocation” means the determination of a location within a geographic area that is equal to or less than the area of a circle with a radius of 1,850 feet.

“Process”, “Processes”, “Processing”, or “Processed” means any operation or set of operations which is performed on Personal Data or Product Data or on sets of Personal Data or Product Data, whether or not by automated means, such as collecting; recording; accessing; releasing; disclosing; making available; organizing; structuring; storing; adapting or altering; retrieving; consulting; using; synchronizing; disclosing by transmission, dissemination, or otherwise; importing or exporting; aligning or combining; restricting; erasing; or destroying.

“Processor” means a Party to this DPA that Processes Tesla Personal Data. The term Processor as used herein is equivalent to the term “Processor” as used in the GDPR, and the term “Service Provider” as used in the CCPA.

“Product Data” means data stored on or relating to a Partner Product that is accessible via the API or that is Processed via an Application.

“Recording” means any data captured or stored that constitutes or represents a video, image, photo, screen recording, or sound recording.

“Sensitive Information” means Personal Data that is treated as sensitive under applicable Data Protection Law, including information regarding an Individual’s: health (including pregnancy), political affiliations or beliefs, race or ethnic origin, religious or philosophical affiliation or beliefs, sex or sexual orientation, trade union membership, age, disability, or genetic information.

“Services” means Tesla’s provision of the API under this Agreement.

“Subprocessor” means a Processor engaged by Provider, or a Processor engaged by a Subprocessor of Provider, to Process Tesla Personal Data.

“Standard Minimum Terms” means all necessary consents that Partner obtains in writing from Individuals for the processing of Personal Data, which terms are at least as protective as identified in Addendum 1.

“Subscription Term” means, with respect to a Partner Plan, the period of time during which the Partner Plan is active and for which Partner has paid all Fees incurred in connection with the Partner Plan.

“Territory” means the geographic region(s) identified in the Documentation in which Partner may use the API.

“Tesla Conduct Policies” means the Tesla Supplier Code of Conduct, Tesla Responsible Materials Policy, and Tesla Human Rights Policy.

“Tesla Content” means information or data hosted in a Tesla server that Tesla makes available through the API.

“Tesla Data Subject” means the Data Subject whose Tesla Personal Data is, or will be, Processed.

“Tesla Indemnitees” means Tesla, Tesla’s affiliates, and their respective officers, directors, employees, agents, representatives, licensors and service providers.

“Tesla Personal Data” means the Personal Data of any Tesla Data Subject that is Processed by Partner. For purposes of this Agreement, Tesla Personal Data does not include the name and contact information of those

Tesla employees who are responsible for interacting with Partner in connection with the parties performance of this Agreement.

“Tesla Policies” means Tesla policies, standards, rules, and procedures of which Partner has received notice which apply to Partner’s obligations under this Agreement.

“Tesla Privacy Notice” means Tesla’s Customer Privacy Notice available at <https://www.tesla.com/legal/privacy>

“Third-Party Material” means materials owned by a third party or for which a third party owns the IP Rights.

“Update” means any modification, update, upgrade, new version, bug fix, patch, or error correction that Tesla provides with respect to the API or Content.

“User” means a user of an Application.

“Writing” or **“written”** means a written document or written communication, including text form.

Addendum 1: Standard Minimum Terms

1. Requirement to Obtain Consents

Partner shall obtain all necessary consents (at least to the extent required by this Agreement and applicable Law) from all relevant Individuals to access, collect, or control data with respect to Partner Products in the context of the API, the Application, and/or the Tesla Privacy Notice. In particular, where required by Law, Partner shall obtain Individuals' explicit, prior, specific, informed and freely given consent for the processing of Personal Data which is at least as protective as identified in these Standard Minimum Terms.

2. Minimum Privacy and Data Protection Consent Language

- 2.1. By signing or accepting this form, you consent to the processing of your Personal Data by _____ ("Partner") in the context of the Partner's application titled: _____ (the "App"). Partner is the data controller responsible for the processing of your Personal Data in the context of the App.
- 2.2. By signing or accepting this form, you also acknowledge receipt of the Tesla Customer Privacy Notice available at <https://www.tesla.com/legal/privacy> ("Tesla Privacy Notice") and consent to processing of Personal Data by Tesla in accordance with the Tesla Privacy Notice.
- 2.3. The App will allow you to benefit from advanced functionalities and will allow Partner to better manage Partner Products. These functionalities may include Tesla product remote commands (e.g., locking/unlocking doors, opening trunk, enable remote start if correct password is provided, open/close roof, honking horn, flashing lights, climate controls, and charge limit), and remote collection of information about product state (such as energy data, charge state, lock state, drive state, climate state, and current location).
- 2.4. You understand and agree that to benefit from the App advanced functionalities and Partner's fleet management, Partner must process some of your Personal Data, which may include information about Tesla products such as a device number such as a vehicle identification number, speed information, odometer, battery use management information, battery charging history, electrical system functions, software version information, safety related data (including information regarding a vehicle's SRS systems, brakes, security, e-brake), data about any issues that could materially impair operation of a Partner Product; data about any safety critical issues and safety critical events; data about software and firmware updates, vehicle and drive state data (including the road segment data and current location) and other data to assist in identifying and analyzing the performance of the Tesla product.
- 2.5. Partner will only use this information as described in this document and in particular to (a) provide you with the above functionalities, (b) issue remote product commands or collect information about certain aspects of a product's state, (c) advise you on important safety-related information, (d) collect information about a product's performance and provide services related to the product, (e) collect information about the use of the product (for example, in order to enable better management the product), and (f) provide services to product users (such as vehicle passengers) where applicable.
- 2.6. Partner maintains administrative, technical, and physical safeguards designed to protect Personal Data against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use. Partner will only retain your Personal Data for as long as necessary to provide you with the App, unless otherwise authorized by you, or required or authorized by applicable law.
- 2.7. Subject to applicable law, you may have the right to request access to and receive information about your Personal Data, update and correct inaccuracies in your Personal Data, and have the information deleted, as appropriate. These rights may be limited in some circumstances by local law requirements. You also have the right to withdraw your consent at any time without cost and to access your consent declaration at any time. To exercise your rights or for more information about the App, contact Partner as follows:

_____ [Partner to insert contact information]

I consent to the collection, use, and processing of my Personal Data as described above.

Signed: _____	Name: _____
Date: _____	VIN: _____