

SC-25-00-004 R4 July 1, 2026		Tesla, Inc. Service Customer Document	
Model	Section/Group	Country/Region	
Model S, Model X, Model 3, Model Y	00 - Inspection & Service	United States	

Vehicle Extended Service Subscription Agreement Terms and Conditions, United States

These Tesla, Inc.¹ ("Tesla") Vehicle Extended Service Subscription Agreement Terms and Conditions ("Vehicle ESA") cover the repair or replacement necessary to remedy a Failure of a Covered Part (each as defined below), affecting the covered Vehicle. The Vehicle ESA is binding on both You and Tesla beginning on the date You execute it; however, You will not be charged, and Tesla is not obligated to provide services under the Vehicle ESA until Your Basic Vehicle Limited Warranty expires (the "Coverage Start Date") and You have agreed and executed this Vehicle ESA ("Effective Date"). The period between the Coverage Start Date, and the date when the applicable coverage duration or the applicable mileage threshold is surpassed (whichever occurs first), is the "Coverage Period²."

This Agreement provides coverage up to 4-Years (48 Months) or 50,000 miles from the Coverage Start Date, whichever comes first, but not to exceed 8 years in total vehicle age or 100,000 total vehicle miles from the date the Vehicle was first sold and delivered by Tesla (or if a demo vehicle, when it was first put into service by Tesla).

Vehicle Model	Subscription Fee Per Month (USD)	Maximum Subscription Cost ³	Deductible (USD)
Model S	\$125	\$6,000	\$100 USD per Visit \$200 USD per Visit for Model S/X Purchases prior to March 23, 2023
Model 3	\$50	\$2,400	
Model X	\$150	\$7,200	
Model Y	\$60	\$2,880	

All values shown are pre-tax and subject to change at any time. If the Subscription Fee Per Month changes, we'll notify You at least 30 days in advance.

This Vehicle ESA is for the sole benefit of the purchaser of this Vehicle ESA and applies only to the vehicle for which it is purchased. **Please review this document in its entirety as it is not simply an extension of Your New or Pre-Owned Vehicle Limited Warranty, but instead has its own exclusions and deductible.**

Refer to [SC-25-00-005](#), "Vehicle Extended Service Agreement Inspection Authorization and Checklist" for additional terms and conditions.

¹ Florida, Nevada, New York, and Texas ONLY: All references to Tesla shall refer to Tesla Florida, Inc, Tesla Motors NV, Inc., Tesla Motors New York LLC and Tesla Motors TX, Inc., respectively.

² See [Section G](#), Coverage Period for further details.

³ Maximum Subscription Cost reflects the total Monthly Fee multiplied by 48 months.

General Provisions

It is a condition of coverage that (1) You continue making Monthly Payments; (2) You bring the Vehicle to a Tesla Service Center to obtain covered services; and (3) If applicable, You authorize and pay Tesla to complete a Vehicle Extended Service Agreement Inspection ("Inspection"), along with any related services or repairs listed on the Inspection Authorization and Checklist that are required to make the Vehicle eligible for coverage under this Vehicle ESA.

In addition, the Vehicle ESA is subject to the terms, conditions, limitations, and definitions set forth below. The Vehicle ESA does not cover Your Vehicle's HV Battery, LV Battery, and Drive Unit, among other items identified in [Section F](#), Exclusions.

You agree that You will be responsible for the Monthly Payments and the Deductible for each Visit, and all applicable state and local taxes as required by law. Any applicable taxes are not included in the Monthly Payments or Deductible.

The Vehicle ESA is not required to purchase or lease any vehicle from Tesla, or to obtain any financing through Tesla.

Any dispute, claim, or controversy between You and Tesla arising out of, or related to, this Vehicle ESA is subject to binding arbitration on an individual basis in accordance with the Agreement to Arbitrate in [Section J](#) below.

The obligations of Tesla under this Vehicle ESA are backed by the full faith and credit of Tesla and are not guaranteed under a service contract reimbursement policy.

Definitions:

The following capitalized terms shall have the meanings set forth below:

- "Claim" means a request for services pursuant to this Vehicle ESA performed (or to be performed) during a Visit at a Tesla Service Center.
- "Coverage Period" has the meaning set forth above, on Page 1.
- "Coverage Start Date" has the meaning set forth above, on Page 1.
- "Covered Part" means a part manufactured or supplied by Tesla, but excepting any part excluded under [Section F](#).
- "Deductible" means the portion that You must pay for each Visit there is a covered Failure.
- "Drive Unit" means the electric drive unit housing the motor, gearbox, drive inverter, and drive components, which collectively convert electrical power to propel the Vehicle.
- "Effective Date" means the date that You validly execute this Vehicle ESA.
- "Failure" means the mechanical breakdown or inability to perform the function(s) for which it was designed of any Covered Part manufactured or supplied by Tesla that occur under normal use. The term "Failure" is subject to the exclusions set forth below.
- "HV Battery" means the Vehicle's high-voltage lithium-ion battery.
- "Inspection" means the form [SC-25-00-005](#), "Vehicle Extended Service Agreement Inspection Authorization and Checklist" that is required to subscribe to this Vehicle ESA after any applicable warranties have expired.
- "Leased" means the Vehicle is in a Leasing agreement with Tesla
- "LV Battery" means the Vehicle's low-voltage lithium-ion battery.
- "Monthly Payment" means the recurring monthly fee that Tesla will charge, and You agree to pay, in exchange for coverage under this Vehicle ESA during the Coverage Period.
- "Service Region" means the region identified in the header on Page 1.
- "Tesla App" means the Tesla mobile application.

- “Tesla Service Center” means a vehicle service center that is operated by Tesla. A list of Tesla Service Centers is provided at www.tesla.com/findus or You may dial 1-877-798-3752 for the nearest location.
- “Tesla” means the obligor, Tesla, Inc., Attention: Customer Support, 45500 Fremont Blvd., Fremont, CA 94538, phone number 1-877-798-3752, unless otherwise indicated.
- “Vehicle ESA” means these Vehicle Extended Service Subscription Agreement Terms and Conditions between You and Tesla.
- “Vehicle” means the Tesla vehicle for which this Vehicle ESA is purchased.
- “Visit” means a visit to a Tesla Service Center, or a Mobile Service Visit to Your location, at which Tesla provides service under this Vehicle ESA.
- “You,” “Your” means the eligible purchaser of this Vehicle ESA.

A. Deductible

You are responsible for the \$100 (USD) Deductible for each Visit (\$200 USD Deductible for Model S/X Purchases prior to March 23, 2023).

B. Tesla’s Responsibilities

Tesla agrees to repair or replace any Covered Part as required due to a Failure affecting Your Vehicle, subject to the terms of this Vehicle ESA. A repair may include a change to software, as appropriate. For additional information and limitations, see [Section I](#), Limits of Liability.

C. Your Responsibilities

You agree to make Monthly Payments during the Coverage Period. The Monthly Payments will be collected automatically, and You agree to allow Tesla to store, maintain, and recover funds from Your specified payment method in accordance with Tesla’s Payment Terms: www.tesla.com/legal/terms.

The Owner’s Manual includes specific recommendations regarding the use, operation, and maintenance of the Vehicle. You must follow correct operation procedures and have Your Vehicle serviced as recommended by Tesla.

Upon notice of the occurrence of a Failure, You agree to protect the Vehicle from further damage, regardless of whether such Failure is covered under this Vehicle ESA. Any operation of the Vehicle that results in further damage will be considered Your failure to protect the Vehicle and will not be covered under this Vehicle ESA.

D. Obtaining Vehicle ESA Service

In the event of Failure, You may take Your Vehicle to any Tesla Service Center in Your Service Region.

Please note that Tesla owns and operates Tesla Service Centers, whereas Tesla-Approved Body Shops (“TABS”) and Tesla-Approved Collision Centers (“TACC”) are independently owned and operated. To obtain service under this Vehicle ESA, You must bring the Vehicle to a Tesla Service Center, not a TABS or TACC. Information on Tesla Service Centers is available here: <https://www.tesla.com/findus>.

Please have Your mileage and date of Failure ready for Tesla, and please make Tesla aware of the existence of this Vehicle ESA before repairs are performed. The occurrence of a Failure may require You to do one or more of the following, as applicable:

- Cease operating the Vehicle if necessary to prevent further damage.
- Contact Tesla for guidance, including via the Tesla App.
- Provide proof of maintenance if requested.
- Permit Inspection of the Vehicle, under applicable circumstances before performance of any repairs.
- Cooperate in the investigation of the Failure.

You must give Your authorization to the Tesla Service Center for access to Vehicle data. Subject to an applicable estimate in accordance with Tesla's standard practices and/or applicable law, You agree to cover the cost of Tesla's repair or diagnostic services if any non-covered alteration, damage or other modification to the Vehicle (including refusing to update Vehicle software) results in additional time, parts or labor necessary for Tesla to perform any services under this Vehicle ESA.

E. Roadside Assistance

You may seek Roadside Assistance in either the United States or Canada, as applicable. Roadside Assistance is a separate service and is available to those covered under this Agreement. Please refer to Tesla's [Roadside Assistance Policy](#) for full details and disclosures. Prices and availability of services are subject to change and may differ based on location.

F. Exclusions (What Is Not Covered)

This Vehicle ESA does not cover the following parts and items:

- The HV Battery and Drive Unit, including repairs covered under other applicable limited warranties;
- The LV Battery;
- Tires and wheels;
- Bright metal, sheet metal, bumpers, ornamentation moldings, carpet, upholstery, paint, battery cables, glass (e.g., windshield), wheels, interior trim, body seals and gaskets (e.g., weather stripping);
- Removable soft tops, removable hard tops, glass, plastic, framing, cables, or seals;
- Accessory items including, but not limited to the Mobile Connector, Wall Connector, any future connectors, and charging adapters; and
- Normal or expendable maintenance items and procedures. These may include, but are not limited to, annual service and diagnostic checks, brake pads/linings, brake rotors, suspension alignment, wheel balancing, hoses, air conditioning lines, hoses or connections, battery testing, fluid changes, appearance care (such as cleaning and polishing), filters, wiper blades/inserts, and other maintenance services and parts described in Tesla's maintenance schedule for the Vehicle.

You may choose to have maintenance or repair service performed on the Vehicle by a provider other than Tesla, or use parts not supplied by Tesla, and this Vehicle ESA will remain in effect. However, Tesla may exclude coverage for any issue arising from maintenance, service, repairs, or parts not provided by Tesla. In addition, this Vehicle ESA does not cover any Vehicle damage or malfunction directly or indirectly caused by, due to or resulting from normal wear or deterioration, abuse, misuse, negligence, accident, or lack of or improper maintenance, operation, storage, or transport. Examples include, but are not limited to, any of the following:

- Failure to take the Vehicle to a Tesla Service Center upon discovery of a defect covered by this Vehicle ESA;
- Carrying passengers and/or cargo exceeding specified load limits or otherwise overloading the Vehicle;
- Using the Vehicle as a stationary power source;
- Improper or inadequate repair or maintenance. This includes not performing all vehicle maintenance and service requirements during the Coverage Period of this Vehicle ESA (including those indicated by the Vehicle's systems), not observing scheduled inspections, and not making all services and repairs; noncompliance with any recall advisories; and use of fluids, parts or accessories other than those specified in Your owner documentation (see maintenance requirements in [Section C](#), Your Responsibilities);
- Accidents, collision, objects striking the Vehicle, theft, vandalism, riots, or acts of God, including, but not limited to, exposure to sunlight, airborne chemicals, tree sap, animal or insect droppings, road debris (including stone chips), industry fallout, rail dust, salt, hail, floods, acid rain, fire, explosion, earthquake, windstorm, water, contamination, lightning, and other environmental conditions;
- Vehicles used for commercial purposes, which includes but is not limited to government purposes, pick-up and delivery service, company pool use, and service or repair calls, route work, or hauling;
- Driving the Vehicle off-road (excludes Model X and Model Y);

- Driving the Vehicle over uneven, rough, damaged, or hazardous surfaces, including, but not limited to curbs, potholes, unfinished roads, debris, or other obstacles, or in competition, speed contests, racing, autocross, or for any other purposes for which the Vehicle is not designed;
- Vehicles that have had the VIN defaced or altered or the odometer or other related system disconnected, altered, or rendered inoperative so that it is difficult to determine the VIN or actual mileage;
- Vehicles that do not have clean title or have been sold, designated, labeled, or branded as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable or a total loss;
- Vehicles that have been determined to be a total loss by an insurance company;
- Vehicles that have been determined by a Tesla Service Center to be fire-damaged, flood-damaged, junk rebuilt, reconstructed, reconstructed, irreparable, or to have sustained damage equivalent to a total loss;
- Towing the Vehicle with a non-Tesla tow kit, or using improper winch procedures;
- Continued operation and failure to protect the Vehicle from further damage caused by lack of necessary coolants or lubricants, sludge or lubricant contamination, rust, or corrosion;
- Corrosion or paint defects including, but not limited to, the following:
 - Corrosion from defects in non-Tesla manufactured or supplied materials or workmanship causing perforation (holes) in body panels or the chassis from the inside out;
 - Surface or cosmetic corrosion causing perforation in body panels or the chassis from the outside in, such as stone chips or scratches; and
 - Corrosion and paint defects caused by, due to or resulting from accidents, paint matching, abuse, neglect, improper maintenance or operation of the Vehicle, installation of an accessory, exposure to chemical substances, or damages resulting from an act of God or nature, fire, or improper storage;
- Tampering with the Vehicle or its systems;
- Damage to a Covered Part by a non-covered part;
- Damage that occurs prior to the Coverage Start Date, or is reported after this Vehicle ESA's expiration;
- Any and all indirect, incidental, special, and consequential damages arising out of or relating to Your Vehicle, including, but not limited to, those specified in [Section I](#), Limits of Liability;
- Storage or freight charges;
- The cost of teardown, disassembly, or assembly to the extent that underlying issue is not covered as a Failure;
- Adjustments necessary to correct squeaks, rattles, water leaks, or wind noise;
- Additional loss or damage due to failure to use reasonable precautions to protect the Vehicle from any further loss or damage after a Failure has occurred; and
- The gradual reduction in operating performance due to normal wear and tear.

G. Coverage Period

This Agreement operates on a month-to-month basis and automatically renews each billing cycle unless terminated. Coverage Period is up to 4 Years (48 Months) or 50,000 miles (whichever comes first) from the date of which the Basic Vehicle Limited Warranty expires, but not to exceed 8 years in total vehicle age, or 100,000 in total vehicle miles from the date the Vehicle was first sold and delivered by Tesla (or if a demo vehicle, when it was first put into service by Tesla).

Under no circumstances will this Vehicle ESA be extended beyond the original Coverage Period. This Vehicle ESA may not be renewed by You. Sections [E](#) through [Q](#) will survive any termination or expiration of this Vehicle ESA.

H. Eligibility; Inspection; Territory

Eligibility. This Agreement applies to the Covered Part of a purchased Vehicle sold by Tesla directly to You in the available Service Region, or a subsequent owner who assumes this Agreement from a valid transfer, including, if applicable, a customer whose eligible Vehicle passes the Inspection. Vehicle must not have a previously active, expired or terminated Extended Service Agreement. See [Section F](#), Exclusions above.

The following conditions are required for You and Your Vehicle to be eligible for this Agreement:

- (a) Before the Basic Vehicle Limited Warranty Expiring: You may be eligible to subscribe to this Agreement from the Tesla app, without an Inspection.
- (b) Before the Pre-Owned Vehicle Limited Warranty Expiring: You may be eligible to subscribe to this Agreement from the Tesla app, without an Inspection, provided Your Vehicle production age is less than five (5) years and odometer reading is less than 62,500 miles.
- (c) Within one (1) Year of the Basic or Pre-Owned Vehicle Limited Warranty Expiring: You may be eligible to subscribe to this Agreement from the Tesla app, provided Your Vehicle passes a completed Inspection performed by Tesla and the Vehicle production age is less than five (5) years and odometer reading is less than 62,500 miles.

Inspection. If You wish to subscribe to this Vehicle ESA after expiration of the Vehicle's Basic Limited Warranty, Your Vehicle must meet the requirements listed in [Section H](#) for eligibility to receive the option to schedule for an Inspection. You must proceed with authorizing and paying Tesla to perform an Inspection to pass for eligibility. Any services or repairs required to remedy issues on the Vehicle are at Your expense and must be completed prior to purchasing the ESA.

- (a) If the Inspection on Your Vehicle receives a Passing grade: You have (7) total days to execute on subscribing to this Agreement from the date Your Vehicle passes the Inspection for eligibility.
- (b) If the Inspection on Your Vehicle receives a failing grade: You may choose to decline Tesla to perform any repairs required to complete and pass the Inspection. You have (30) total days from the time of failing the Inspection to return to a Tesla Service Center to a) receive an additional Inspection at no cost to You; and b) complete unperformed services or repairs required to remedy any issues on the Vehicle at Your expense to avoid paying for an additional Inspection. You have (7) total days to execute on subscribing to this Agreement from the date Your Vehicle passes the Inspection for eligibility.

Territory. You must return to the Service Region in order to receive service under this Vehicle ESA, unless Your Service Region is the United States or Canada, You may seek service in either the United States or Canada.

I. Limits of Liability

Implied and express warranties and conditions arising under applicable state laws or federal statute or otherwise in law or in equity, if any, including, but not limited to, implied warranties and conditions of merchantability or merchantable quality, fitness for a particular purpose, durability, or those arising by a course of dealing or usage of trade, are disclaimed to the fullest extent allowable by law, or limited in duration to the Coverage Period of this Vehicle ESA. The performance of necessary repairs and parts replacement is the exclusive remedy under this Vehicle ESA or any implied warranties. Tesla is not obligated to provide duplicate remedies for the same issue under this Vehicle ESA and any Tesla limited warranty or service plan. Liability is limited to the reasonable price for repair or replacement of any Covered Part, not to exceed the manufacturer's suggested retail price for that part. Replacement may be made with parts of like kind and quality, including non-original manufacturer's parts or remanufactured parts.

In no event will liability for a Failure under this Vehicle ESA exceed the fair market value of the Vehicle at the time immediately preceding the Failure. In addition, the sum of all benefits payable under this Vehicle ESA shall not exceed the retail price originally paid to Tesla for the Vehicle.

Tesla does not authorize any person or entity to create for it any other obligations or liabilities in connection with this Vehicle ESA. The decision of whether to repair or replace a part or to use a new or remanufactured part will be made by Tesla, in its sole discretion.

Tesla will not pay for or reimburse You for services that are performed by any party other than a Tesla Service Center or Tesla Mobile Service. Tesla hereby disclaims any and all indirect, incidental, special and consequential damages arising out of or relating to Your Vehicle, including, but not limited to, transportation to and from a Tesla Service Center, loss of Vehicle value, loss of time, loss of income, loss of use, loss of personal or commercial property, inconvenience or aggravation, emotional distress or harm, commercial loss (including but not limited to lost profits or earnings), bus fares, vehicle rental, service call charges, gasoline expenses, lodging expenses, damage to a tow vehicle, and incidental charges such as telephone calls, facsimile transmissions, and mailing expenses.

The above limitations and exclusions shall apply whether Your claim is in contract, tort (including negligence and gross negligence), breach of warranty or condition, misrepresentation (whether negligent or otherwise) or otherwise at law or in equity, even if Tesla is advised of the possibility of such damages or such damages are reasonably foreseeable.

J. Agreement to Arbitrate

Agreement to Arbitrate. Please carefully read this provision, which applies to any dispute between you and Tesla, Inc., and its affiliates, (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and Tesla and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla vehicles. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, Order Number or Vehicle Identification Number, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

K. Change of Vehicle Ownership

If You sell or otherwise transfer ownership of the Vehicle, You must record the transfer in the Tesla App. Subject to You so advising Tesla of the transfer, Your responsibility for future Monthly Payments under this Vehicle ESA will end immediately following the date of transfer as reasonably ascertained by Tesla, and Your rights and Tesla's obligations to You under this Vehicle ESA will terminate. The new owner will have the option to continue this Vehicle ESA, with no action required by You. If You sell or transfer the Vehicle, You hereby consent to the termination of Your rights under the Vehicle ESA, and the assignment of this Vehicle ESA to the new owner.

L. Cancellation by You

Cancellation. The easiest way to cancel Your Vehicle ESA is on the Tesla App with no cancellation fee⁴. However, if You wish to submit a cancellation form, the form is provided below. You may submit the completed form to Your Tesla Service Center. If You wish to transfer the Vehicle ESA to a new owner, do not cancel the Vehicle ESA; rather, the process in [Section K](#) will apply.

By default, a cancellation by You will take effect at the end of the applicable monthly period. If You wish to terminate with immediate effect, You may contact Tesla at www.tesla.com/contactus. The amount of Your refund is subject to the following:

- a) **Prior to Coverage Start Date:** You may cancel Your Vehicle ESA prior to the Coverage Start Date and if applicable, receive a full refund of any Monthly Payment You have paid under the Vehicle ESA.
- b) **After the Coverage Start Date:** There is no refund provided for cancellation in most states after the Coverage Start Date. Residents of the following states may cancel and receive a full refund minus any claims if made within the indicated number of calendar days after the Coverage Start Date:
 - California: 60 Days
 - Missouri: 45 Days
 - Iowa, Missouri, New Jersey, Vermont and Wisconsin: 30 Days
- c) Tesla will add a ten percent penalty per month to any applicable refund that is not made within 30 days of Tesla's receipt of all necessary documentation for the cancellation of the Vehicle ESA.

M. Cancellation and Suspension by Tesla

Cancellation by Tesla. Tesla will not cancel this Vehicle ESA except (to the extent permitted by law) for Your failure to pay for this Vehicle ESA, or for fraud or material misrepresentation, the effective destruction of the Vehicle, other similar matters permitted by law. This may include, to the extent permitted by law:

- Defacement of the VIN so that the VIN cannot be fully confirmed;
- Alteration of the odometer including disconnection, alteration, or rendering inoperative of a related system, so that the actual mileage cannot be fully confirmed;
- Absence of clean title; and
- Designation, labeling, or branding of the Vehicle (including by an insurance company) as dismantled, fire-damaged, flood- damaged, junk, rebuilt, salvage, reconstructed, irreparable or a total loss.

Tesla will notify You at least 30 days before the cancellation takes effect but may use a shorter period where permitted by applicable law. Except where notice by mail or certified mail is required by law, Tesla may notify You electronically including via email or the Tesla App.

For cancellations by Tesla, unless otherwise required by law, the refund (if any) will be calculated on a pro-rata basis reflecting the lesser of the unused days or unused mileage that have been paid for, less the amount of any Claims paid under this Vehicle ESA. If this Vehicle ESA is contracted in a jurisdiction where not permitted pursuant to applicable law at the time of purchase, the Vehicle ESA is void ab initio and of no force and effect, and will not be deemed a cancellation.

Suspension of Tesla Obligations. If You have not made full payment of the Monthly Payments due and owing, then to the fullest extent permitted by law, Tesla may decline to provide service under this Vehicle ESA until You have made such payments in full.

⁴ Alabama only: Tesla may retain an administrative fee of up to twenty-five dollars (\$25 USD) for cancellation of the Agreement; however, this amount may not be deducted in the event this Agreement is terminated pursuant to Alabama Acts 1997, No. 97-445, p. 753, §3.

N. Electronic Transactions; Entire Agreement; Severability; Waiver; Governing Law

To the fullest extent permitted by law, You consent to receive this Vehicle ESA exclusively in electronic form via Your Tesla account, including any updates, disclosures, notices or other information regarding any previous, currently contemplated or future transactions between You and Tesla or its affiliates or partners relating to this Vehicle ESA.

This Vehicle ESA and any work orders executed at the time of service constitute the entire agreement between You and Tesla with respect to the subject matter hereof and supersede all prior agreements, statements, promises, understandings, and negotiations, whether written or oral, regarding the subject matter hereof, and any terms and conditions included on Tesla's work orders, whenever delivered. This Vehicle ESA and any work order cannot be amended, nor can any right be waived by Tesla, unless in writing and signed by duly authorized representatives of each party.

If any provision of this Vehicle ESA or any work order is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties will be construed and enforced as if the Vehicle ESA or such work order did not contain the particular provision held to be unenforceable, and the unenforceable provision shall be replaced by a mutually acceptable provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid or unenforceable provision.

The waiver of any of the terms or provisions of this Vehicle ESA in any one or more instances shall not be deemed a permanent waiver of such term or provision, or of this Vehicle ESA. No waiver will be effective unless in writing and signed by authorized representatives of both parties.

This Vehicle ESA will be governed by the laws of the State of Your residence, without regard to its conflict of law principles.

O. Additional State-Specific Terms

Alabama ONLY: Tesla will mail a written notice to You at Your last known address contained in the records by Tesla at least 5 days prior to cancellation of this Agreement by Tesla. Prior notice will not be provided if the reason for cancellation is 1) nonpayment of the Subscription Fee; 2) a material misrepresentation by You to Tesla relating to the covered property; or 3) its use.

Hawaii ONLY: You may cancel this Agreement within 1) 30 days of the date that the contract was mailed to the You; or 2) 20 days of the date the contract was delivered to You, if the contract was delivered at the time of sale;

Florida ONLY: It is Your right to transfer this Agreement to a subsequent purchaser of the Vehicle covered by this agreement and all conditions on such right of transfer. Transfer of this Agreement must occur within a period of time specified in [Section K](#), and may not expire earlier than 15 days after change of ownership of the Vehicle.

Minnesota ONLY: Tesla will provide five days' written notice if the reason for cancellation by Tesla is nonpayment of the fee for this Vehicle ESA by You.

Missouri ONLY: This Vehicle ESA is not an insurance contract.

Nevada ONLY: After 70 days, Tesla may cancel this Vehicle ESA for fraud or material misrepresentation on Your part or for Your failure to pay for this Vehicle ESA. A cancellation of the Vehicle ESA by Tesla will become effective 15 days after notice of cancellation is mailed to You. The cost of Claims paid, or services provided will not be deducted from any refund issued pursuant to this Vehicle ESA.

New Hampshire ONLY: In the event You do not receive satisfaction under this contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301; 603-271-2261 or 1-800852-3416.

New Mexico ONLY: If the Vehicle ESA has been in effect for at least 70 days, Tesla may cancel the Vehicle ESA before the end of the Coverage Period or one year after the Effective Date, whichever occurs first. A cancellation of the Vehicle ESA by Tesla will become effective 15 days after notice of cancellation is mailed to You.

New Mexico ONLY: Tesla shall pay or credit to Your account the applicable refund within 60 days after the applicable Vehicle ESA cancellation forms and all required information are received by Tesla. If Tesla fails to pay or credit to Your account the applicable refund within that time, Tesla shall pay You a penalty of 10% of the applicable refund for each 30-day period or portion thereof that the applicable refund and any accrued penalties remain unpaid.

Washington ONLY: The implied warranty of merchantability on the Vehicle is not waived if this Vehicle ESA has been purchased within 90 days of the purchase date of the Vehicle from Tesla.

Wisconsin ONLY: "THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE."

Wyoming ONLY: Tesla will mail a written notice to You at Your last known address contained in the records of Tesla at least 10 days prior to cancellation by Tesla. Prior notice is not required if the reason for cancellation is nonpayment of the Monthly Payment(s), a material misrepresentation by You to Tesla or a substantial breach of duties by You relating to the Vehicle or its use.

Virginia ONLY: If any promise made in the contract has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Appendix: Tesla Vehicle Extended Service Subscription Agreement Cancellation Form

The easiest way to cancel Your Vehicle ESA is on the Tesla App. However, if You wish to submit a cancellation form, Appendix to SC-25-00-004, "[Tesla Vehicle Extended Service Subscription Agreement Cancellation Form](#)", can be provided upon request. You may submit the completed form to Your Tesla Service Center.