

## LEXUS VEHICLE SOFTWARE END USER LICENSE AGREEMENT

### NOTICE OF MANDATORY ARBITRATION PROVISION:

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

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

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

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

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

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

- (b) Use of the Software and Services is subject to such other applicable terms and restrictions provided or made available to you by Lexus and other applicable Service Providers (“**Additional Terms**”). Additional Terms provided by Lexus include, among others and as applicable, the terms set forth in: (i) the Owner’s Manual(s), user guides and similar documentation for your Vehicle; (ii) the Privacy Notice; and (iii) the Connected Services Terms of Use located at [www.lexus.ca/connectedservices-privacy](http://www.lexus.ca/connectedservices-privacy). In the event of a conflict between the terms in this Agreement and any Additional Terms, the Additional Terms shall govern to the extent of the conflict.
  - (c) Except for the limited use rights expressly granted to you in this Agreement or Additional Terms, you do not and shall not acquire any right, title or interest in the Software or Services, or any information, media or content provided through the Service Content (as defined below). Any rights not expressly granted herein or in any Additional Terms are expressly reserved.
  - (d) You acknowledge that the Software may be subject to Canadian export control laws. You shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule, or regulation. You agree to comply with all applicable federal laws, regulations, and rules and complete all required undertakings (including obtaining any necessary export licence or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Software available outside Canada.
- 4. Service Content.** The Software and Services may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party platforms or services, including through third-party advertising (collectively, “**Third Party Service Content**”). You acknowledge and agree that neither Lexus nor any other Service Provider is responsible for Third Party Service Content, including the accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. The Service Providers do not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Service Content.
- 5. Free/Open Source Software.** The Vehicle, Software or Services may contain free/open source software (“**FOSS**”) governing Lexus’s distribution and your use of the FOSS. Lexus and the third-party authors, licensors, and distributors of the FOSS disclaim all warranties and conditions, and all liability arising from any and all use or distribution of the FOSS. To the extent the Lexus provides any FOSS under terms that differ from underlying licenses associated with the FOSS, those terms are offered by Lexus alone. Additional information regarding FOSS incorporated in the Vehicle, Software or Services is provided via the Additional Terms – typically, in your Vehicle’s Owner’s Manual(s)
- 6. Availability & Interruptions.** The availability and use of certain Software and Services is subject to your Vehicle’s DCM, a compatible mobile device and/or other equipment connected to your Vehicle that is capable of wirelessly receiving and transmitting communications (“**Wireless Device**”). As such, the availability and use of such Software or Services: (a) will depend on your Vehicle being within the range of the wireless network (“**Wireless Network**”) of the wireless carrier that supports the Wireless Device (“**Underlying Wireless Carrier**”); (b) is subject to transmission limitation or interruption, including but not limited to technical obsolescence or sunseting of the Wireless Device, Wireless Network, software or firmware, inside of or external to the Vehicle, required for data transmission or receipt. Further, the functionality of the Software and/or Services is not guaranteed for Vehicles used

outside of Canada. Neither Lexus nor any Service Provider guarantees that the Software or Services, or any portion thereof will be available at all times or in all areas. You acknowledge and agree that Lexus and other Service Providers are not responsible for performance degradation, interruption or delays, whether caused by a Wireless Device, Wireless Network or otherwise. You acknowledge that either Lexus or any other Service Provider shall not be liable to you if the Software or Services are not available in a given location.

**7. Restrictions.** The Software and Services are provided for your personal, non-commercial use only. You acknowledge that Lexus reserves the right to discontinue the Software or Services, in whole or in part, at any time. When using the Software or Services, you agree to comply with all applicable federal, provincial, territorial, and local laws including, without limitation, copyright law. Except as expressly permitted in this Agreement, by applicable law (notwithstanding the limitations below), as Lexus or an applicable Service Provider may expressly otherwise permit, you shall not:

- (a) copy the Software or Services;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or Services;
- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or Services, or any part thereof;
- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Software or Services, including any copy thereof;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or Services, or any features or functionality of the Software or Services, to any third party for any reason, including by making the Software or Services available on a network where it is capable of being accessed by more than one device at any time; or
- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Software or Services; or
- (g) use the Software or Services for any unlawful purpose, or in violation of any third-party rights.

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

**9. Updates.** We may provide you with Updates containing Software and/or Service enhancements, improvements, changes to functionality, corrections, or other modifications that we may make generally available to our customers. All Updates provided to you are deemed part of the Software and/or Service, as applicable. In order to maintain proper functionality of the Software and/or Services, you are responsible for installing all Updates as soon as practicable after notice or receipt from us. If you do not

install the Updates, then the Software and/or Service may not work and/or certain features may become disabled. Depending on the type of Update and your Vehicle's capabilities, Updates may be available through: (a) an over-the-air ("OTA") process via your Vehicle's wireless communication technology (e.g., the Vehicle's DCM); or (b) a file that is downloadable to a USB memory drive that you supply ("USB Drive"), where installation of the Update is completed by inserting the USB Drive in your Vehicle's applicable USB outlet.

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

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

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

RESPECT TO THE SERVICE PROVIDED UNDER THESE TERMS OF USE AND/OR FOR ANY BREACH OF THESE TERMS IS SOLELY LIMITED TO THE AMOUNT OF ONE HUNDREDDOLLARS (\$100). EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, NEITHER LEXUS NOR ANY OF THE ADDITIONAL ENTITIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF ANY OF THEM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A PROVINCE OR TERRITORY DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LEXUS'S AND EACH OF THE ADDITIONAL ENTITIES' LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH PROVINCE OR TERRITORY.

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

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

**(a) Informal Resolution of Disputes.** If you or Lexus has a dispute or disagreement with the other regarding the Software, Services or any other aspect of this Agreement (each, a “**Dispute**”), you and Lexus each agree to first contact and provide a written description of the Dispute, all relevant

documents/information and a proposal for resolving the Dispute. You agree to contact us with Disputes at Lexus Canada Inc., Attn: Manager, Connected Technologies, 1 Lexus Place, Toronto, ON, M1H 1H9 or at 1-888-869-6828. Lexus will contact you based on the contact information we have in our systems.

- (b) Mandatory Arbitration of Unresolved Disputes.** If after 60 days the parties are unable to resolve the Dispute, YOU AND LEXUS BOTH AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO USE BINDING ARBITRATION, NOT A CIVIL ACTION (except for small claims court cases as described below) TO RESOLVE THE DISPUTE. You and Lexus each acknowledge and agree that, but for this agreement to arbitrate disputes, you and Lexus would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide the case and you and Lexus each voluntarily choose to waive that right and pursue all applicable Disputes through binding arbitration.
- (c)** You agree that, apart from any claim you may bring in small claims court, the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of your use of the Services or relating to this Agreement or any prior agreement for service with us or any of our affiliates, predecessors in interest, or Service Providers or any product or service provided under or in connection with this Agreement or such a prior agreement, or any advertising for such products or services, shall be final and binding arbitration before a single arbitrator, except to the extent that you have in any manner infringed upon or violated or threatened to infringe upon or violate any patent, copyright, trademark, trade secret, privacy or publicity rights, in which case you acknowledge that there is no adequate remedy at law and that injunctive or other appropriate relief may be sought by us and/or an applicable third party either in court or from an arbitrator. You and we acknowledge that the Ontario Arbitration Act, 1991, S.O. 1991, c.17 applies to arbitrations under this Agreement (despite any other choice of law provision). To the extent that the Ontario Arbitration Act does not supply substantive or procedural law necessary for the resolution of any disputes or claims, the laws of the Province of Ontario shall apply, except that Ontario laws concerning choice of law or conflicts shall not apply if they would cause the substantive law of another jurisdiction to apply. To the extent that the parties litigate any part of any dispute or claim in court, including, without limitation, obtaining provisional remedies in aid of arbitration, confirmation of an award, and judgment enforcement, the laws of the Province of Ontario shall apply, except that Ontario laws concerning choice of law or conflict of laws shall not apply if they would cause the substantive law of another jurisdiction to apply. The arbitration shall be conducted in English. Arbitration will be conducted by the Canadian Commercial Arbitration Centre (“CCAC”) in accordance with its rules and procedures. The seat of arbitration shall be Toronto, Canada. We will waive our right to arbitrate any individual claim (as opposed to class) you bring or maintain in small claims court for so long as the matter remains an individual claim and remains in small claims court. You can get rules and fee information from the CCAC ([www.ccac-adr.org](http://www.ccac-adr.org)). Except where prohibited by law, you expressly waive the right to request or maintain any class arbitrations even if CCAC procedures or rules would permit them. (This is referred to below as the “Class Action Waiver”.) In exchange for this, we will pay (if you ask us in advance) for any filing fee charged you by CCAC for one arbitration of any disputes between us, so long as you tried in good faith to resolve the disputes with us before filing for arbitration. If the arbitration proceeds past the filing, we will also pay (if you ask us at the time) any further administrative and arbitrator fees you are later charged. An arbitrator can decide later whether to allocate the fees differently if there is an award. The arbitrator may award you any fees and charges that are necessary to ensure the enforceability of this arbitration provision. There is no judge or jury in arbitration, and review is limited; but an arbitrator can award the same damages and relief and must honor the same limitations in this Agreement as a court would. You and we



agree to pay our own fees, costs, and expenses, including those for any lawyers, experts, and witnesses. You agree that any claim for or award of legal fees or disbursements, including any such claim or award pursuant to Ontario Rules of Civil Procedure, O Reg. 193/15, is waived. Any arbitration award made after completion of an arbitration is final and binding and may be confirmed in any court of competent jurisdiction, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration to be conducted by the selected arbitration organization by a three-arbitrator panel. An award and any judgment confirming it only applies to the arbitration in which it was awarded and cannot be used in any other case except to enforce the award itself. If a court or arbitrator determines that any part of this arbitration agreement is not enforceable, the rest of this arbitration agreement shall be enforceable. If for some reason these arbitration requirements do not apply, or a claim proceeds in small claims court, unless prohibited by law, you and Lexus agree to waive to the fullest extent permitted by law any trial by jury. In no event shall any claim, action or proceeding by you related in any way to the Services, this Agreement, or any prior agreement, as described above, be instituted more than two years after the claim or cause of action arose. This Agreement to arbitrate survives the end of the contractual relationship between us.

- (d) Exceptions to Arbitrate.** You and Lexus each agree: (i) either of us may bring qualifying Disputes in small claims court; (ii) if for any reason any court or arbitrator holds that the Class Action Waiver below is unconscionable or otherwise unenforceable, then our agreement to arbitrate does not apply and the class-wide dispute must be brought in court; or (iii) Lexus (and any other Service Provider) may seek injunctive or other appropriate relief in court or arbitration to the extent the Dispute in any manner involves your actual or threatened infringement or violation Lexus's or any third party's patent, copyright, trademark, trade secret, privacy or publicity rights.
- (e) Costs & Fees.** You and Lexus each agree to pay our own fees, costs, and expenses, including those for any attorneys, experts, and witnesses. You and Lexus also agree that any claim for or award of attorneys' fees, including such claim or award pursuant of Chapter 38 of Texas Civil Practice and Remedies Code, is waived.
- (f) NO CLASS ACTIONS.** EXCEPT WHERE PROHIBITED BY LAW, YOU AND LEXUS EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS-WIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.
- (g) NO TRIAL BY JURY.** EXCEPT WHERE PROHIBITED BY LAW, YOU AND LEXUS EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

## **15. TERMINATION; MODIFICATIONS.**

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

this Agreement, unless we notify you otherwise in writing, your sole recourse is to immediately discontinue use of the Software and Services.

## 16. MISCELLANEOUS

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