



Full Self-Driving Capability Transfer Agreement

Program Offer: Receive free Full Self-Driving capability (FSD Capability) on any new Tesla Model 3, Model Y, Model S, or Model X delivered between February 4, 2024 and March 31, 2024 when you forfeit the FSD on your current Tesla vehicle, subject to this Full Self-Driving Capability Transfer Agreement (the “Agreement”). Tesla does not guarantee delivery within the program’s end date.

Terms and Conditions:

In order to be eligible for this program, you must:

1. Be the legal and registered owner of a Tesla vehicle that currently has FSD Capability purchased outright at the time of delivery of your new Tesla vehicle and at least 48 hours after. The vehicle cannot be the subject of a pending cancellation or buyback request or have any delinquent liens or balances.
2. Take delivery of your new titled Tesla vehicle between February 4, 2024 and March 31, 2024.
3. Accept the forfeiture of the FSD Capability on your current Tesla vehicle or trade it into Tesla when you purchase your new Tesla vehicle. Tesla will remove the FSD Capability from your current Tesla vehicle within 48 hours after delivery of your new vehicle. During this process, your vehicle forfeiting FSD capability will automatically reboot for a few minutes after being put in park. The FSD Capability will be added to your new vehicle up to one week after delivery of said vehicle. You understand that you may be without FSD Capability during this period.

In addition, you understand that the following conditions apply:

4. The forfeiture of FSD Capability on your current vehicle cannot be reversed after you accept this Agreement, even in the event that the new vehicle is deemed a total loss or you cancel or reverse the purchase of your new vehicle after delivery. In such an event, FSD capability’s value will be assessed at its original purchase price unless mandated otherwise by law.
5. The FSD Capability can only be transferred this one time. This offer is not redeemable for cash, and cannot be assigned to another person or vehicle.
6. Used vehicles and vehicles used for commercial purposes are not eligible for this program. Those on an Operational Lease with third-party Lease and Fleet Management companies are also ineligible.
7. Tesla may remove the FSD Capability from your new vehicle if it determines in good faith that you have breached any of these terms or made any misrepresentations about FSD Capability on your current vehicle.
8. This offer automatically expires upon the delivery of the new vehicle and cannot be applied retroactively after the new Tesla vehicle is delivered.
9. Tesla reserves the right to change, modify, or terminate this offer at any time without prior notice.
10. Any dispute regarding this Agreement will be resolved through arbitration as stated in your Motor Vehicle Order Agreement for your new vehicle.
11. Tesla is transferring FSD Capability to your new vehicle based on your request. If you fail to sign the Full Self-Driving Capability Transfer Agreement, but Tesla has already transferred the FSD Capability, Tesla will assume that you agree to these terms and conditions upon your first Full Self-Driving Capability session.

To accept this offer, please complete the information below, sign, and return this letter to your Tesla Advisor before delivery of your new Tesla vehicle.

Vehicle Identification Number (VIN) of the Tesla vehicle with forfeited Full Self Driving capability:

RN or VIN of the new Tesla vehicle of which you are taking delivery and will receive the transferred Full Self Driving capability: _____

I, _____, accept the terms and conditions of this Full Self Driving capability transfer offer as stated in this binding acceptance letter.

[Customer's Name] (Print)

[Date]

[Customer's Signature]