Subscription Agreement

This Subscription Agreement ("**Agreement**") applies to subscriptions of Tesla Assisted Driving Basic and Tesla Assisted Driving (each a "**Function**") concluded with the Tesla entity specified in the footer ("**Tesla**", **Tesla Entity**" or "**we**", "**us**", "**our**"). The Functions are advanced driver assistance programs engineered to enhance safety and convenience behind the wheel.

Feature Availability; Use. The functionalities, features, operational requirements, and technical limitations are described in the owner's manual and may vary by vehicle configuration, hardware, software version, country, regulatory approvals, model, trim and model year. Check out https://www.tesla.com/en_ie/support/tesla-assisted-driving/subscriptions for more information.

Each of the Functions is only available in certain countries where they have been approved for use and is automatically disabled outside approved countries; information can be found at https://www.tesla.com/en_ie/support/tesla-assisted-driving/subscriptions.

Activation; Start of Billing. If you subscribed when ordering your Tesla vehicle, billing does not start before delivery of the vehicle. If your subscription requires a software update, we will notify you once it is available and provide the Function after installation. In this case, you will not be charged any subscription fee before installation. If your subscription does not require a software update, billing starts immediately upon subscription.

Active Supervision; Your Responsibility. Each of the Functions requires active driver supervision with eyes on the road and does not make the vehicle autonomous. You, and any drivers you authorize, are always responsible for the safe operation of the vehicle when using these Functions, as well as for any and all speeding, tolls, parking and other traffic violations. You must ensure that any driver you authorize uses the subscribed Function in accordance with the Agreement and has been appropriately instructed on their responsibility in relation to using the Function.

It is your responsibility to make sure that you and any drivers you authorize only use the subscribed Function when it is safe and legal to do so. You are required to familiarize yourself with the supervision requirements as described in the owner's manual under https://www.tesla.com/ownersmanual.

You are responsible for ensuring that you comply with any applicable insurance requirements in relation to the use of the subscribed Function and (if you are not the owner of the vehicle) that you are properly authorized to subscribe to and use the Function.

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You must not attempt to circumvent, disable, or interfere with the intended functionality, security or integrity of the Functions, including technical restrictions and constraints that define the availability or behavior of the Functions based on country or region. Nothing in this clause limits Tesla's mandatory liability for defects in the vehicle or the Functions, or for breaches of our contractual obligations.

Payments; Price Adjustment. You are responsible for making your subscription payments on time and in full and in accordance with our applicable payment terms for services ("**Payment Terms for Services**"), available to you in https://www.tesla.com/en_ie/legal/terms?redirect=no. All fees, charges, and other amounts payable under this Agreement are inclusive of any applicable VAT. If your payment fails or is charged back, we may suspend the Function until payment is made, after providing you with a notice and a reasonable time to pay.

We may increase, and will decrease, the subscription fee for the subscribed Function from time to time to reflect changes in underlying costs that are decisive for the price calculation of the subscription fee for the subscribed Function, for example to reflect changes in applicable taxes or regulatory charges, changes in costs for third party services, technologies or infrastructure used for the subscribed Function, or general inflation, including currency fluctuations, and changes in operating costs. We will only change the subscription fee for the subscribed Function to the extent that any underlying cost increase is not offset by any underlying cost reduction in another area or to the extent that any underlying cost decrease is not offset by an increase in another area. We will notify you of any price adjustment in advance, at least one month before the price adjustment takes effect. If you do not agree with a price increase, you may cancel the Agreement with effect from the price increase by cancelling the subscribed Function before the new price becomes effective. We will refund you on a pro-rata basis for any prepaid subscription fees relating to the period after the effective date of cancellation.

Term; **Cancellation; Suspension**. Your subscription will automatically renew on the same terms for successive monthly billing periods, until you or we cancel in accordance with the Agreement You may cancel the subscribed Function at any time with effect to the end of the then-current monthly billing period and your subscription fees already paid for the current billing period are not refunded. Your mandatory statutory cancellation rights remain unaffected.

Except as otherwise set out in this Agreement and without prejudice to our right to terminate for cause, we may cancel this Agreement with 14 days' prior notice to the end of your then-current billing period. If we cancel the Agreement for reasons other than a material breach by you or a failed payment or charge back, we will refund you on a pro rata

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basis for any prepaid subscription fees relating to the period after the effective date of cancellation.

We may implement technical mechanisms that temporarily suspend the availability of the subscribed Function if misuse or inattentive use is detected (for example, where the vehicle detects that the driver repeatedly ignores warnings to pay attention). You can find more information in the owner's manual. Any such suspension will be proportionate to the underlying risk and will not affect your statutory rights.

Changes to this Agreement. We may amend the Agreement for any of the following reasons: (i) to address contractual gaps that arise after the conclusion of the Agreement and cause significant difficulties in the continued performance of the subscribed Function; (ii) to adapt the Agreement to changes in applicable laws or court decisions; (iii) to restore the balance between the obligations of both parties if unforeseeable changes in the legal or business environment significantly disrupt that balance, (iv) any other equivalent reasons.

We will notify you of any proposed amendments to the Agreement via your Tesla Account, the Tesla App and/or by email at least 30 days before the planned effective date.

If you do not agree with an amendment, you may cancel the Agreement free of charge with effect from the date on which the amendment takes effect by notifying us before the amendment becomes effective. If you cancel the Agreement pursuant to this clause, we will refund you on a pro-rata basis for any prepaid subscription fees relating to the period after the effective date of cancellation.

Any changes to the subscription fee will be made only in accordance with the requirements set out in the section "Payments; Price Adjustment".

Availability of Updates; Consequences of Failure to install updates. We will provide over-the-air updates for the subscribed Function from time to time, for example to add new features, improve existing functionality, enhance safety or security, or maintain the proper functioning of the Function. These updates are typically delivered via Wi-Fi or other data connections and may incur additional data connection costs you have to bear. If we informed you about an update and the consequences of not installing it, we are not liable for any lack of conformity caused solely by your failure to install that update within a reasonable time, other than where we provided deficient instructions. We may also suspend the provision of the Function, if you fail to install an update that is required for safety and / or legal reasons within a time indicated in the update information, until installation of such update has been completed.

Future software updates may not be provided for your vehicle, or may not include all existing or new features or functionality, due to your vehicle's age, configuration, data

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storage capacity or parts, after the expiration of your vehicle's warranty. We are not liable for any parts or labor or any other cost needed to update or retrofit the vehicle so that it may receive these updates, or any vehicle issues occurring after the installation of any software updates due to obsolete, malfunctioning (except as covered by your vehicle's warranty) or damaged hardware.

Nothing in this clause limits your mandatory statutory rights, including any mandatory rights you may have in case of defects in your vehicle or the subscribed Function, or under applicable warranty or product liability laws.

Changes to the Function. We may change, add or remove features of the subscribed Function if there is a valid reason for doing so. Valid reasons are (i) adapting the Function to a new technical environment or increased number of users, (ii) improving the safety, security, performance or functionality of the Function, (iii) implementing changes required by law, court decisions or regulatory guidance, (iv) addressing the discontinuation, modification or replacement of third-party services, technologies or infrastructure used by the subscribed Function, (v) enhancing the usability or user experience of the subscribed Function, or (vi) any other equivalent reasons. We will only make changes where such changes are free of charge for you and will inform you prior to the change becoming effective.

If a change negatively affects your access to or use of the subscribed Function in more than a minor way, you will have the right to cancel the Agreement free of charge and we will inform you about your cancellation right together with the information about the change.

Owner's Manual. You agree that you have received the applicable owner's manual from our website. The owner's manual is also accessible from your vehicle's touchscreen and explains the operation of your vehicle including applicable options, features, and hardware.

Warranty. If you are a consumer, your rights in case of defects or non-conformity of the subscribed Function are governed by statutory law.

If you are not a consumer, your sole and exclusive right in case of defects or non-conformity of the subscribed Function shall be the right to request that the subscribed Function be brought into conformity within a reasonable period of time and with economically reasonable effort. If Tesla is unable to remedy the defects or non-conformity within a reasonable period of time or with economically reasonable efforts, you may cancel the Agreement.

Limitation of Liability. Tesla's liability for breaches of this Agreement shall be excluded, except for the following exceptions:

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(i) The limitations of liability shall not apply (i) to damages resulting from injury to life, limb, physical integrity or health to the extent resulting from a negligent breach of duty by Tesla or its legal representative or vicarious agent, (ii) in the event of fraudulent concealment of defects, (iii) in the event of liability for claims based on product liability laws that it is not permitted to exclude or waive, (iv) to damages resulting from intentional or grossly negligent breach of duty by Tesla or its legal representative or vicarious agent.

(ii) As further set out in the country-specific provisions below.

To the extent our liability is excluded or limited as stated in this clause, this shall also apply to our employees, representatives and vicarious agents.

Transfer of the Function; Sale of Vehicle; End of Lease. The subscribed Function is linked to your Tesla Account and to the vehicle for which you selected the subscribed Function. The Agreement and your right to use the subscribed Function are personal to you and may not be assigned or transferred to a third party without our prior written consent. If you sell or otherwise transfer your vehicle to a third party or your lease ends, you must cancel the subscribed Function before the transfer or lease end. If you do not, you may remain responsible for subscription fees and other charges incurred in connection with the subscribed Function. It is your responsibility to remove personal data and content (including personal settings and stored data) from your vehicle before you sell or transfer it.

Governing Law; Assignability. This Agreement shall be governed by, and construed in accordance with the laws of the country of the Tesla Entity. If you are a consumer, this choice of law does not override any mandatory legal protections for you under the law of the country where you have your habitual residence. The Agreement supersedes any prior understandings, oral or written statements, negotiations or communications regarding the subscribed Function. We may, in our sole discretion, assign this Agreement to any of our affiliated entities. Any such assignment shall not reduce your rights under this Agreement or under applicable law.

Dispute. In the event that any disputes arise between you and us, we and you will explore all possibilities for an amicable settlement. If no amicable settlement is reached, we and you will submit any such dispute to the court of competent jurisdiction as determined by the laws governing this Agreement. If you are a consumer, you may also bring proceedings in the courts of the place where you are domiciled. We are neither obligated nor willing to participate in the resolution of disputes with consumers through any form of alternative dispute resolution, unless otherwise set out in the country-specific provisions below.

Country-specific provisions. The following country-specific provisions apply to this Agreement:

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(i) If the Agreement is covered by the laws of **Ireland**:

a. **Limitation of Liability:** In addition to the provisions set out under "Limitation of Liability", if you are a consumer, we are not liable for any unforeseeable losses. Unforeseeable losses are losses that are unexpected, and it was not obvious that they would arise, and there was nothing you said to us before entering this Agreement that meant that we should have expected them to arise. If you are a consumer, our total liability to you shall not exceed the total amount you have paid to us under this Agreement.

Tesla Motors Ireland Limited, 92 Bracken Rd, Sandyford, Dublin 18, Ireland (eircode D18CY92)
T: +353 1 513 4727
M: EU-customerhappiness@tesla.com
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Right of withdrawal. Only if you are (1) a consumer, and (2) have entered into this Agreement solely using a means of distance communication (e.g., online) you may withdraw from this Agreement subject to the conditions in the below model. Your right of withdrawal may have expired if you (1) expressly consented that Tesla will begin to provide the subscribed Function before expiry of the withdrawal period, and (2) acknowledged that you lose your right of withdrawal once Tesla has commenced to provide the Function, and (3) Tesla has provided you with a confirmation of your prior express consent and acknowledgment on a durable medium.

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us, Tesla Motors Ireland Limited, 92 Bracken Rd, Sandyford, Dublin 18, Ireland, EU-customerhappiness@tesla.com, of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

You can also exercise your right of cancellation online at https://www.tesla.com/en_ie/contactus/withdraw. If you use this online feature, we will send you an acknowledgement of receipt of the cancellation on a durable medium (e.g. by email), including its content and the date and time of its submission, without undue delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

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Model withdrawal form

(If you want to withdraw from the contract, please fill in this form and send it back to us.)

To: Tesla Motors Ireland Limited, 92 Bracken Rd, Sandyford, Dublin 18, Ireland; EU-customerhappiness@tesla.com

We [*] hereby give notice that I/We [*] withdraw from my/our [*] contract of sale of the following goods [*]/for the provision of the following service [*],

Ordered on [*]/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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