Luxe Package

Tesla offers this Luxe Package (the "Package") as part of your new Model S or Model X purchase. The Package includes Full Self-Driving (Supervised), Free Supercharging, Premium Connectivity, and four (4) years of Recommended Maintenance, Tire Protection Plan, and Windshield Protection Plan. All plans begin on the delivery date. The Recommended Maintenance, Tire Protection Plan and Windshield protection plan end four (4) years after the delivery date. There are no refunds for cancelation of any plan(s). Check out the following support pages for more details regarding each of the specific plans:

- Full Self-Driving (Supervised): <u>www.tesla.com/support/autopilot</u>
- Free Supercharging: www.tesla.com/support/charging/supercharger
- Premium Connectivity: <u>www.tesla.com/support/connectivity</u>
- Recommended Maintenance Plan: <u>www.tesla.com/support/vehicle-maintenance</u>
- Wheel and Tire Protection Plan: www.tesla.com/support/tire-protection-plan
- Windshield Protection Plan: www.tesla.com/support/windshield-protection

When you use any of the features or services included in the Package, you (and any other drivers of your vehicle) are agreeing to everything said here and on those support pages (collectively, the "Agreement"). Should anything differ between the support pages and this document, this document shall govern. Feature and service availability are subject to change or end at any time and without notice.

Exclusions. This Package is not available for vehicles used for commercial purposes (like taxi, rideshare and delivery services).

Payments. The Package is included in the purchase of your new Model S or Model X at no additional charge. Use of some of the features or services may require payment from you. For example, third-party owned music streaming apps may require paid subscriptions at your cost, and windshield replacements over the covered threshold are subject to a deductible. These costs will be explained either in this document or in the relevant support page.

Transferability. The Package, including its individual features and services, cannot be transferred to another vehicle. If you sell or otherwise transfer the ownership of your Model S or Model X, the Full Self-Driving (Supervised) and the remainder of the Recommended Maintenance, Wheel and Tire Protection Plan, and Windshield Protection Plan will transfer automatically to the buyer. The Free Supercharging and Premium Connectivity will not transfer with the vehicle and will terminate once the ownership of the Model S or Model X is transferred.

Full Self-Driving (Supervised). Under your active supervision, Full Self-Driving (Supervised), or "FSD (Supervised)", can drive your vehicle almost anywhere. It will make lane changes, select forks to follow your navigation route, navigate around other vehicles and objects and make left and right turns. None of these advanced driver assistance features make your Tesla vehicle fully autonomous or replace you as the driver. You are always responsible for the safe handling of the vehicle. Specific features available to you may vary depending on your vehicle configuration, hardware, software version, region, model, vehicle trim, and model year. See the support page and your vehicle's owner's manual for details.

Free Supercharging (not transferable). You are still responsible for Supercharger fees, like idle and congestion fees, when applicable. May only be redeemed at Tesla-owned Superchargers. Cannot be used for commercial purposes (e.g. taxi, rideshare, or delivery services). If Tesla determines in good faith and its sole discretion that the vehicle is being used for commercial purposes, Tesla may remove the Free Supercharging from the vehicle. The vehicle will then default to Pay Per Use Supercharging.

Premium Connectivity (not transferable). Connectivity is an important part of all Tesla vehicles, further enhancing the driving experience by providing access to features that require data usage – including streaming music and media, live traffic visualization and more. Premium Connectivity provides the ability to access all connectivity features over cellular, in addition to Wi-Fi, for the most intuitive and engaging ownership experience. Paid for subscriptions may be required to use certain features. The cellular or other network needed for connectivity is provided by your local telecommunications company and other external providers. Tesla is not responsible for any connectivity issues or gaps in services unrelated to a vehicle hardware fault or failure covered by Tesla's New Vehicle Limited Warranty. Feature availability is subject to change. See the support page for details.

Recommended Maintenance Plan. Tesla vehicles do not require annual maintenance or regular fluid changes, but Tesla does recommend periodic maintenance to optimize the performance, reliability, durability and safety of your Tesla vehicle. Schedule your service appointments in your Tesla app according to the schedules detailed in Exhibit A.

Wheel and Tire Protection Plan. The Wheel and Tire Protection Plan covers repairs and replacements on Tesla-installed wheels and tires caused by typical road hazards, subject to a deductible as applicable. It does not cover cosmetic damages, theft, vandalism, damage due to force majeure, negligence, improper maintenance, towing or misuse, or damage that does not affect the operability or structural integrity of the tire or wheel. See Exhibit B for details.

Windshield Protection Plan. The Windshield Protection Plan covers unlimited chip or minor crack repairs to your front windshield caused by everyday driving, as well as one free replacement of the front windshield. Additional replacements are subject to a deductible. The plan does not cover damage caused by tints or decals, vandalism, collision, force majeure events, negligence, misuse, abuse, or towing. See Exhibit C for details.

Refusal of Service. Tesla reserves the right to refuse service, without liability, under this Luxe Package if Tesla believes in good faith and in its sole discretion that you are seeking related services in bad faith or under material misrepresentation, or you have otherwise breached any condition of this Agreement or Tesla policy. Examples include, but are not limited to, intentional damage to the vehicle or any of its parts, defacement of the VIN so that it is ineligible, or alteration of the odometer. Tesla may also refuse service in the event that it believes in good faith and in its sole discretion that it is unsafe to perform the service due to the condition of the vehicle or it being branded (including by an insurance company) as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable or a total loss. In such an event, Tesla will not provide an alternative service option or monetary compensation of any kind.

Limitation of Liability; Governing Law. The Limitation of Liability and Governing Law provisions of your Motor Vehicle Order Agreement shall govern this Luxe Package.

Electronic Transactions. To the fullest extent permitted by law, you consent to receive and accept this Agreement exclusively in electronic form, including any updates, disclosures, notices or other information regarding this Agreement.

Exhibit A

Recommended Maintenance Plan

The Luxe Package includes four (4) years of this Recommended Maintenance Plan, which covers the services listed below, as needed. 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.

Covered Component	Action*	Service Interval
Four Wheel Alignment	Р	Maximum One (1) per year
Tire Rotation	Р	Maximum Two (2) per year
HEPA Filter	R	Maximum One (1) Replacement
Cabin Filter	R	Maximum One (1) Replacement
Wiper Blades	R	Maximum four sets (4) Replacement
Front Camera Cleaning	С	Maximum four (4) Cleanings

^{*}Actions: C (clean); P (perform); R (replace).

A. Your Responsibilities

- · You must maintain all records related to this Recommended Maintenance Plan.
- You are responsible for maintenance of the Covered Component, following manufacturer guidelines and your Owner's Manual.
- Services for Covered Components must be performed within 1,000 miles or 30 days of the Covered Component's Service Interval.
- All Covered Component services under this Recommended Maintenance Plan must be completed at a Tesla Service Center.

B. Obtaining Service Under This Plan

Using your Tesla app, schedule a service appointment at a Tesla Service Center as needed, but within 1,000 miles or 30 days of the Service Interval.

C. Roadside Assistance

Tesla Roadside Assistance is a service intended to minimize inconvenience when your Vehicle is inoperable. This service can be requested through the Tesla App or by contacting your local Tesla support number. Availability may vary by region. You may seek Roadside Assistance in either the United States or Canada, as applicable. Roadside Assistance is a separate service and is not provided under this Luxe Plan. 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.

D. Exclusions (What Is Not Covered)

This Recommended Maintenance Plan does not cover, and Tesla will not be responsible for, the cost of services, repairs and other damage to the extent arising from:

- Vandalism, collision, cosmetic damage, or use of non-approved snow chains as specified in the Owner's Manual.
- Commercial use, including the carriage of passengers for hire.
- Racing, off-road driving, or installation of the Tesla Track Package.
- Force majeure events, including but not limited to earthquakes, fire, hurricanes, floods, or lightning.
- Negligence, misuse, abuse, improper towing, unauthorized repairs, or improper wheel balancing.
- Failure to maintain the Covered Component in accordance with the Owner's Manual and/or manufacturer recommendations.
- Brake Pads.
- Tires.
- Repairs or Services not listed in the Covered Component, including those that may have applicable coverage under existing Limited Warranty periods.
- Mechanical failure of the vehicle or any of its components unrelated to the Covered Component.
- Vehicles branded or labeled as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable, or a total loss.
- Vehicles determined to be a total loss by an insurance company or by a Tesla Authorized Service Location.
- Additional damage resulting from failure to take reasonable precautions to maintain the vehicle or Covered Components.

Exhibit B

Wheel and Tire Protection Plan

The Luxe Package includes four (4) years of this Wheel and Tire Protection Plan, which covers the repair or replacement necessary to rectify a puncture, and/or damage that prevents the wheel from sealing, or maintaining the tire manufacturer's air pressure specifications caused by nails, glass, or potholes on public roads ("Road Hazard"). This Plan covers your new tires included with your Vehicle purchase and any new tires installed onto the same Vehicle directly by Tesla. 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.

A. Deductible

You are responsible for the \$25 (USD) Deductible for each wheel or tire replacement service appointment.

B. Tesla's Responsibilities

Tesla will first attempt to repair the wheel or tire if it can be performed safely. If a repair is not feasible, it will be replaced with a comparable wheel and/or tire, as needed. The replaced wheel and/or tire will become the property of Tesla.

C. Your Responsibilities

- You must maintain all records related to this Wheel and Tire Protection Plan.
- You are responsible for maintenance of the wheels and tires, following manufacturer guidelines and your Owner's Manual.
- All services under this Wheel and Tire Protection Plan must be completed at a Tesla Service Center.

D. Obtaining Service Under This Agreement

Using your Tesla app, schedule a service appointment at a Tesla Service Center as needed. If your Vehicle is more than 50 miles (80 km) from the nearest Tesla Service Center, you may contact Roadside Assistance to learn about vehicle transport options and applicable transportation expenses.

E. Roadside Assistance

Tesla Roadside Assistance is a service intended to minimize inconvenience when your Vehicle is inoperable. This service can be requested through the Tesla App or by contacting your local Tesla support number. Availability may vary by region. You may seek Roadside Assistance in either the United States or Canada, as applicable. Roadside Assistance is a separate service and is not provided under this Luxe Plan. 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 Tire and Wheel Protection Plan does not cover, and Tesla will not be responsible for, the cost of services, repairs and other damage to the extent arising from:

- Vandalism, collision, cosmetic damage, or use of non-approved snow chains as specified in the Owner's Manual.
- Commercial use, including the carriage of passengers for hire.
- Racing, off-road driving, or installation of the Tesla Track Package.
- Force majeure events, including but not limited to earthquakes, fire, hurricanes, floods, or lightning.
- Negligence, misuse, abuse, damage caused by towing, unauthorized repairs, or improper wheel balancing.
- Failure to maintain the wheel and/or tire in accordance with the Owner's Manual and/or tire manufacturer recommendations.
- Maintenance, repair, removal, or reinstallation of tires or wheels performed outside of a Tesla Service Center.
- · Repair or refurbishment of Wheels.
- · Curb rash.
- Mechanical failure of the Vehicle or any of its components unrelated to the wheel and/or tire.
- Damage that does not affect the operability or structural integrity of the tire or wheel.
- Tires that are defaced or altered to the extent that the Tire Identification Number (TIN) is illegible or unidentifiable.
- Vehicles branded or labeled as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable, or a total loss.
- Vehicles determined to be a total loss by an insurance company or by a Tesla Authorized Service Location.
- Additional damage resulting from failure to take reasonable precautions to protect the Vehicle, wheel, or tire after damage due to Road Hazard has occurred.

Exhibit C

Windshield Protection Plan

The Luxe Package includes four (4) years of this Windshield Protection Plan, which covers the repair or replacement necessary to rectify a chip, crack, or other similar condition caused by rocks, debris, and other similar hazards. This Plan covers your new front windshield included with your Vehicle purchase and any new front windshields installed onto the same Vehicle directly by Tesla. 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.

A. Deductible

You will receive one free front windshield replacement per 12-month period, commencing on the day you take delivery of this Vehicle. You are responsible for the \$100 (USD) Deductible for each front windshield replacement thereafter.

B. Tesla's Responsibilities

Tesla will first attempt to repair the windshield if it can be performed safely. If the windshield cannot be repaired safely, it will be replaced with another comparable windshield. The replaced windshield will become the property of Tesla.

C. Your Responsibilities

- You must maintain all records related to this Windshield Protection Plan.
- You are responsible for maintenance of the windshield, following manufacturer guidelines and your Owner's Manual.
- All services under this Windshield Protection Plan must be completed at a Tesla Service Center.

D. Obtaining Service Under This Agreement

Using your Tesla app, schedule a service appointment at a Tesla Service Center as needed.

E. Roadside Assistance

Tesla Roadside Assistance is a service intended to minimize inconvenience when your Vehicle is inoperable. This service can be requested through the Tesla App or by contacting your local Tesla support number. Availability may vary by region. You may seek Roadside Assistance in either the United States or Canada, as applicable. Roadside Assistance is a separate service and is not provided under this Luxe Plan. 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 Windshield Protection Plan does not cover, and Tesla will not be responsible for, the cost of services, repairs and other damage to the extent arising from:

- Damage to the windshield caused by:
 - o Tint, stickers, or decals (or replacement of such items);
 - Vandalism;
 - Cosmetic damages;
 - o Collision;
 - Commercial use (including carriage of passengers for hire);
 - Racing or off-road driving;
 - Force majeure events, including but not limited to earthquakes, fire, hurricanes, flood, or lightning;
 - o Negligence, misuse, abuse, or towing.
- Issues arising from the maintenance or repair of the windshield by non-Tesla personnel.
- Vehicles that have been branded or determined—by an insurance company or a Tesla Authorized Service Location—as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable, or a total loss, or to any additional damage resulting from failure to take reasonable precautions to protect the vehicle or windshield after damage has occurred.