

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. TERMS OF AGREEMENT. The purchase order, together with these terms and conditions, and any exhibits, specifications, instructions and other information attached or incorporated by reference therein (collectively, the "Purchase Order"), constitutes the entire agreement between Toyota Motor Credit Corporation ("Toyota") and the supplier identified in the Purchase Order (the "Supplier"; Supplier and Toyota are referred to herein individually as a "Party" and collectively as the "Parties"), and supersedes all proposals and other communications, oral and written, between the Parties in respect of the Purchase Order. Toyota's submission of the Purchase Order is conditioned on Supplier's agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any confirmation, invoice, acknowledgement, acceptance or other written correspondence shall not form a part of the Purchase Order, even if Supplier purports to condition its acceptance of the Purchase Order on Toyota's agreement to such different or additional terms. Supplier's acceptance or acknowledgement of the Purchase Order or commencement of performance thereunder, constitutes Supplier's acceptance of these terms and conditions. The Purchase Order does not constitute a firm offer within the meaning of Section 2205 of the California Commercial Code, and may be revoked at any time prior to acceptance. Notwithstanding the foregoing, if Toyota and Supplier have executed an agreement or statement of work pertaining to the procurement of products or services described in the Purchase Order, the terms of such agreement or statement of work shall prevail over any inconsistent terms herein. Toyota is not obligated to any minimum purchase or future purchase obligations hereunder, and nothing herein prohibits Toyota from procuring any products or services from any other supplier or service provider.

2. DEFINITIONS. For purposes hereof, the following terms shall have the following definitions: (i) "Products" means any materials, products, software, equipment and/or hardware provided by Supplier to Toyota as described in the Purchase Order; (ii) "Services" means the services, functions and responsibilities performed by Supplier for Toyota as described in the Purchase Order; (iii) "Deliverable" means a milestone requirement or work product delivered by Supplier to Toyota in the course of providing the Services as described in the Purchase Order; and (iv) "Licensed Materials" means any Products that consist of software applications, software-as-a-service, or subscription services.

3. DELIVERY, INSPECTION, AND ACCEPTANCE. Time is of the essence with respect to the delivery of all Products, Services, and Deliverables. All Products and Deliverables shall be delivered to the address specified in the Purchase Order during Toyota's normal business hours or as otherwise instructed by Toyota. Toyota may reject any or all of the Products and Deliverables which do not conform to Toyota's requirements within 10 business days of Supplier's delivery of the Products or Deliverables. At Toyota's option, Toyota may, at Supplier's risk and expense, (i) return the non-conforming Products or Deliverables to Supplier for a refund or credit; (ii) require Supplier to replace the non-conforming Products or Deliverables; (iii) require Supplier to repair the non-conforming Products or Deliverables so that they meet the requirements; or (iv) accept the non-conforming Products or Deliverables conditioned on Supplier providing a refund or credit in an amount Toyota reasonably determines to represent the diminished value of the non-conforming Products or Deliverables. Toyota's payment to Supplier for Products or Deliverables prior to Toyota's timely rejection of such Products or Deliverables as non-conforming will not be deemed as acceptance by Toyota.

4. CHANGES. The Purchase Order, inclusive of the terms and conditions herein, may not be modified or amended except in writing signed by an authorized representative of each Party. Without limiting the foregoing, Toyota may, at any time, request changes within the general scope of the Purchase Order. If any such change causes an increase or decrease in the cost of or the time required for performance of the Purchase Order, an equitable adjustment shall be made in writing to the Purchase Order price or delivery schedule or both.

5. FEES AND PAYMENT

5.1 Fees. All compensation payable to Supplier for providing Products and Services, and all expenses for which Toyota will reimburse Supplier, will be specified in the Purchase Order. Toyota will not be obligated to pay Supplier any amounts for the Products and Services, or reimburse Supplier for any expenses, other than those expressly described in the Purchase Order. Toyota will be responsible for the payment of any sales or use taxes levied as a result of Products and Services provided under the Purchase Order, provided that such taxes must be listed separately on the invoice. Each Party will be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts. Supplier will be solely responsible for the remuneration of and the payment of any and all taxes with respect to its employees and subcontractors and any claims with respect thereto and will be solely responsible for the withholding and payment of all federal, state, and local income taxes as well as all other taxes applicable to it, its employees and its subcontractors.

5.2 Invoicing and Payment. All invoices issued pursuant to the Purchase Order will reference the Purchase Order number provided by Toyota. All undisputed amounts on each such invoice will be due and payable by Toyota within 45 days of receipt thereof from Supplier. Supplier will invoice Toyota no later than 60 days after the end of the calendar month in which any amounts become due and payable by Toyota to Supplier under the Purchase Order. A Party that is owed an undisputed amount by the other Party may, at its option, set off any such undisputed amount as a credit against any amounts it otherwise owes to the other Party. If Toyota disputes any amount in an invoice in good faith, Toyota will pay the undisputed portion of such invoice when due and payable and may, at its option, withhold the disputed portion pending the resolution of such dispute.

6. CONFIDENTIALITY, AUDITS AND RECORDS RETENTION

6.1 Confidential Information. Supplier and Toyota each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other Party or its affiliates which such Party considers to be confidential, a trade secret, or otherwise restricted. As used herein, "Confidential Information" means all information, in any form, furnished or made available directly or indirectly by one Party ("Disclosing Party") to the other Party ("Receiving Party") which is marked confidential, restricted, or with a similar designation. Confidential Information also will include, whether or not marked confidential or restricted, (i) the Purchase Order; (ii) any personally identifiable information or financial information of any customer of Disclosing Party or its affiliates; (iii) all information concerning the operations, affairs, finances, technologies, strategies, intellectual property and business of Disclosing Party or its affiliates, and the customers, employees, dealers and service providers of Disclosing Party or its affiliates, and (iv) Toyota Data and NPPI, each as defined herein. Confidential Information does not include information that: (a) is or becomes known to the public through no fault of the Receiving Party; (b) is already known to the Receiving Party prior to its receipt or becomes known to the Receiving Party by disclosure from a third party who has a lawful right to disclose the information; (c) is known to the Receiving Party from its own independent development without reference to the Confidential Information of the Disclosing Party, as reasonably established by the Receiving Party; or (d) is authorized to be disclosed by prior written consent of the

Disclosing Party; provided, however, that the foregoing exclusions will not in any event apply to NPPI, which information will always be deemed Toyota's Confidential Information.

6.2 Nondisclosure. The Receiving Party agrees that it will have no proprietary interest in the Confidential Information of the Disclosing Party. The Receiving Party acknowledges and agrees that it will not use the Disclosing Party's Confidential Information for any purpose other than to perform its obligations under the Purchase Order and that it will not disclose any such Confidential Information to any third party, except to its employees, independent contractors and affiliates who have a need to know such Confidential Information to perform their duties under the Purchase Order. In the event the Receiving Party becomes legally compelled to disclose any Confidential Information, it will provide the Disclosing Party with prompt notice thereof and will not divulge any information until the Disclosing Party has had the opportunity to seek a protective order or other appropriate remedy to curtail the disclosure. If protective actions by the Disclosing Party are unsuccessful, or the Disclosing Party otherwise waives its right to seek those remedies, the Receiving Party will disclose only that portion of the Confidential Information which it is legally required to disclose.

6.3 Ownership, Return and Loss of Confidential Information. All Confidential Information will remain the property of the Disclosing Party. The Receiving Party will return or permanently destroy all of Disclosing Party's Confidential Information immediately upon request at any time. The means of media or data destruction must ensure that Confidential Information is permanently destroyed and cannot be subsequently accessed or read based on commercially reasonable standards. In the event Disclosing Party becomes aware of any disclosure, loss of, or unauthorized access to any Confidential Information of the Disclosing Party, the Receiving Party will immediately notify the Disclosing Party and take any actions reasonably requested by, and provide all reasonable cooperation with, the Disclosing Party to minimize the disclosure or loss and mitigate any associated damage.

6.4 Privacy Act and Regulations. Supplier expressly understands and acknowledges that Toyota's Confidential Information may include "non-public personal information" about the customers of Toyota or its affiliates ("NPPI"), as that term is defined in Title V of the federal Gramm-Leach-Bliley Act ("GLBA") and the regulations promulgated thereunder (including 16 CFR § 313, 16 CFR § 314, 12 CFR § 332 and 12 CFR § 364), any state statutes and regulations adopted to mirror, supplement or exceed GLBA or the regulations promulgated thereunder, and any successor statutes and regulations to the foregoing (collectively, the "Privacy Act and Regulations"). Without exception, Supplier will not use or disclose any NPPI it receives in violation of the Privacy Act and Regulations or for purposes other than those necessary to carry out its obligations under the Purchase Order. Supplier will maintain the confidentiality of the NPPI to the same extent as would be required for Toyota to satisfy requirements of the Privacy Act and Regulations. In addition, Supplier will implement and maintain safeguards for the NPPI it receives consistent with the requirements of the Privacy Act and Regulations, including safeguards to (i) ensure the security and confidentiality of such information, (ii) protect against anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information.

6.5 Toyota Data. All data and related information, including documentation, analytics and other materials, produced by Toyota, obtained by Supplier from Toyota, or collected by Supplier on Toyota's behalf ("Toyota Data") is and will remain the exclusive property of Toyota. Supplier will not possess or assert any lien or other rights against Toyota Data. No Toyota Data will be sold, assigned, leased, or otherwise disposed of to third parties by Supplier or commercially exploited by or on behalf of Supplier, its employees or agents. Upon Toyota's request at any time, Toyota Data (including all copies thereof) will be promptly returned to Toyota by Supplier in a form reasonably requested by Toyota or, if Toyota requests, will be destroyed.

6.6 Audit Rights. Supplier will maintain a complete audit trail of all transactions resulting from the Purchase Order. Supplier will provide to Toyota and its auditors, inspectors, regulators, and other representatives of Toyota and its affiliates access at all reasonable times to Supplier's facilities, personnel, data and Records for the purpose of performing audits and inspections of Toyota and its business, and to examine Supplier's performance of its obligations under the Purchase Order, including without limitation: (i) to permit evaluation and verification of any invoices, payments, or claims submitted by Supplier; (ii) to secure tax, expense, depreciation, and similar information; and (iii) to examine any matters necessary to enable Toyota to meet regulatory requirements.

6.7 Records Retention. Until the later of (i) all pending matters relating to the Purchase Order (e.g., disputes) are closed, or (ii) four years after the termination or expiration of the Purchase Order (as such period may be extended due to adjustments in regulatory requirements or Toyota's records retention policy), Supplier will maintain, and, upon Toyota's request, provide access to all of Supplier's records and documentation related to the Purchase Order to Toyota, including memoranda, work logs, usage reports, project reports, accounting records, policies, and procedures ("Records").

7. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

Supplier represents, warrants and covenants to Toyota that: (i) the Services will be performed by qualified personnel in a timely, professional, and workmanlike manner, consistent with the prevailing industry standards; (ii) each Product and Deliverable will operate and conform to the performance capabilities, functions, specifications, and other relevant descriptions and standards set forth in the Purchase Order, and in the user manuals, technical reference manuals, and other similar documentation provided by Supplier related to any such Products and Deliverables; (iii) the Products, Services and Deliverables, and Toyota's receipt or use thereof, do not and will not infringe, misappropriate, or otherwise violate any patent, copyright, trademark, service mark, trade secret or other intellectual property or proprietary right of any third party; (iv) Supplier has complied and will comply with all laws and regulations applicable to Supplier and, to the extent required to perform the Services, to Toyota's business, including the Privacy Act and Regulations, and will obtain and maintain all permits and licenses required of Supplier in connection with its obligations under the Purchase Order; and (v) Supplier has not violated any laws or any Toyota policies of which Supplier has been given notice regarding the offering of inducements in connection with the Purchase Order. In addition, (a) title to all Products (excluding Licensed Materials) and Deliverables will vest in Toyota upon delivery to Toyota, and Supplier hereby assigns to Toyota all right, title and interest in and to such Products and Deliverables, including all intellectual property and proprietary rights therein; (b) all Deliverables will be works made for hire; (c) all Licensed Materials shall remain the property of Supplier, and Supplier hereby grants to Toyota a worldwide, non-exclusive, fully paid-up license to use the Licensed Materials in perpetuity or for such shorter term specified in the Purchase Order; and (d) all proprietary or copyrighted materials supplied by a Party or prepared by or for such Party prior to or independently of the Purchase Order ("Independent IP") shall remain the property of such Party, and Supplier hereby grants to Toyota a license to use Supplier's Independent IP to the extent necessary for Toyota to use any Products, Services or Deliverables provided by Supplier pursuant to the Purchase Order. OTHER THAN AS PROVIDED IN THE PURCHASE ORDER, THERE ARE NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. RELATIONSHIP OF THE PARTIES; SUBCONTRACTORS. The relationship of Supplier to Toyota will be that of an independent contractor. Neither Supplier nor any of Supplier's personnel will have any authority to execute contracts or make commitments on behalf of Toyota. Nothing contained in the Purchase Order will be deemed to create the relationship of employer and employee, principal and agent, joint venturer or partner between Supplier and Toyota. Supplier acknowledges that, as an independent contractor, neither it nor any of its employees or subcontractors will be eligible for any Toyota employee benefits. Supplier agrees that it will be solely responsible for, and will indemnify and hold harmless Toyota against, all expenses in connection with Supplier's employment of Supplier personnel in connection with the Services, including without limitation: (i) payment of wages and benefits; (ii) withholding of all payroll taxes; (iii) compliance with the Immigration Reform Control Act; and (iv) compliance with any law or regulation relating to employment of any employee of Supplier. If any Supplier personnel performing Services under the Purchase Order is unacceptable to Toyota, Toyota will have the right to notify Supplier, in writing, and Supplier will promptly remove such personnel from performing Services under the Purchase Order. Supplier will not subcontract its obligations under the Purchase Order, unless (and to the extent that) Toyota agrees in writing. Supplier will be responsible for obligations of, and services and functions performed by, Supplier's subcontractors to the same extent as if Supplier performed such obligations, services and functions itself, and for purposes of the Purchase Order such work will be deemed work performed by Supplier.

9. INSURANCE, INDEMNIFICATION AND LIABILITY

9.1 Insurance. Supplier will maintain insurance providing coverage for liabilities to third parties for bodily injury and property damage in amounts sufficient to protect Toyota in the event of such injury or damage, and will be in compliance with all laws, regulations and orders addressing the liabilities of an employer to its employees for injuries suffered in connection with employment. Supplier also will maintain such additional types and limits of insurance as is customary for a company of similar size and operations to Supplier in the jurisdictions in which Supplier operates.

9.2 Indemnification. Supplier shall indemnify, defend and hold harmless Toyota and its affiliates and their respective officers, directors, employees, agents, successors and assigns, from all costs, expenses, damages, liabilities, losses and judgments, including attorneys' fees and legal expenses (collectively, "Losses"), and threatened Losses arising from, in connection with, or based on any of the following: (i) Supplier's breach of its obligations with respect to Toyota's Confidential Information; (ii) third-party claims arising out of the failure of Supplier to comply with any laws or regulations; and (iii) any third-party claims of infringement of any patent, trade secret, copyright or other intellectual property or proprietary rights, alleged to have occurred in connection with the Products, Services or Deliverables. Toyota and Supplier each agree to indemnify, defend and hold harmless the other, and its affiliates, officers, directors, employees, agents, successors, and assigns, from any and all Losses and threatened Losses arising from, in connection with, or based on any of the following: (a) the death or bodily injury of any person caused by the tortious conduct of the indemnitor; or (b) the damage, loss or destruction of any real or tangible personal property caused by the tortious conduct of the indemnitor. .

9.3 Limitation of Liability. EXCEPT AS SET FORTH IN THIS SECTION, IN NO EVENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY), WILL (I) A PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, OR (II) THE AGGREGATE LIABILITY OF EITHER PARTY EXCEED THE GREATER OF \$100,000 OR THE TOTAL FEES PAID UNDER THE PURCHASE ORDER. The foregoing limitations will not apply with respect to damages occasioned by: (a) the willful misconduct or gross negligence of a Party; (b) claims that are the subject of indemnification hereunder; or (c) a breach of a Party's obligation of confidentiality hereunder.

10. TERM AND TERMINATION. The term of the Purchase Order will begin on the effective date of the Purchase Order and will expire upon completion and acceptance of the Products, Services, and Deliverables thereunder, or earlier termination of the Purchase Order. Toyota may terminate the Purchase Order for convenience and without cause, without cost or liability other than for undisputed fees accruing to Supplier prior to the date of termination, by giving 20 days' notice to Supplier, provided that, as directed by Toyota, Supplier will cease performance of all or a portion of the Services if requested by Toyota within the 20-day notice period. In such case, Toyota will be obligated to pay only fees applicable to completed and delivered Services that Toyota directs Supplier to complete and deliver before the termination date. If Supplier commits a material breach of the Purchase Order and does not cure such breach within 10 days after notice from Toyota, or if Supplier commits a material breach of the Purchase Order that cannot be cured with due diligence within 10 days of written notice thereof, then Toyota may, by giving written notice to Supplier, terminate the Purchase Order. If any undisputed valid invoice under the Purchase Order is at any time outstanding and unpaid for 90 days, and Toyota fails to make such payment within 30 days of receiving written notice from Supplier of the failure to make such payment, then Supplier may, by giving written notice to Toyota, terminate the Purchase Order.

11. DISPUTE RESOLUTION

11.1 Dispute Resolution Procedures. The Parties will adhere to the procedures set forth in this Section for all disputes arising under the Purchase Order. All deadlines specified in this Section may be extended or shortened by agreement of the Parties. The prevailing Party in any arbitration or litigation proceedings arising out of the Purchase Order will have the right to recover its reasonable attorneys' fees from the other Party. Any dispute between the Parties regarding any aspect of the Purchase Order, its formation, validity, interpretation, effect, performance or breach (each, an "Arbitrable Dispute"), will first be submitted to non-binding arbitration administered by JAMS in accordance with its comprehensive arbitration rules. Any such arbitration will be held in Los Angeles, California, before a retired judge licensed to practice law in California and selected in accordance with the procedures of the JAMS, or as otherwise agreed by all Parties to the arbitration. The arbitrator's decision and/or award will be subject to an entry of judgment by the Superior Court of California for the County of Los Angeles. If either Party initially pursues any Arbitrable Dispute by any method other than arbitration, the responding Party will recover from the initiating Party all damages, costs, expenses and reasonable attorneys' fees incurred as a result of such action, except as otherwise provided by law. If the Parties are unable to resolve an Arbitrable Dispute through arbitration within 90 days of the initial request by a Party, then either Party may file suit subject to the provisions of Section 11.2. The Parties agree that the only circumstance in which Arbitrable Disputes will not be subject to arbitration pursuant to this Section is where a Party makes a good faith determination that a breach or threatened breach of the Purchase Order is such that a temporary restraining order or other injunctive relief is the only appropriate and adequate remedy. If a Party files a pleading seeking immediate injunctive relief and such pleading is challenged by the other Party and the injunctive relief sought is not awarded in substantial part, the Party filing such pleading will pay all costs and attorneys' fees of the Party challenging the pleading.

11.2 Governing Law and Jurisdiction. The Purchase Order, and performance thereunder, will be governed by and construed in accordance with the laws of California without regard to its choice of law principles. The Parties irrevocably and unconditionally consent to venue in Los

Angeles County, California (and hereby waive any claims of *forum non conveniens* with respect thereto) and to the exclusive jurisdiction of competent California state courts or federal courts in the Central District of California for all litigation which may be brought with respect to, and the transactions and relationships contemplated by, the Purchase Order. The Parties further consent to the jurisdiction of any state court located within a district that encompasses assets of a Party against which a judgment has been rendered for the enforcement of such judgment against the assets of such Party.

12. GENERAL PROVISIONS. Except as otherwise specified in the Purchase Order, all notices, requests, consents and other communications required or permitted under the Purchase Order will be in writing and will be delivered in person or by overnight courier as follows: (i) to Supplier at the address specified in the Purchase Order and (ii) to Toyota at 19001 South Western Avenue, Torrance, CA 90501, Attention Legal Dept (Mail Stop EF12); and with a copy delivered to the Vendor Management Office (Mail Stop EF30). Such notices will be deemed to have been received (i) in the case of personal delivery, on the date of such delivery, and (ii) in the case of delivery by overnight courier, on the business day following dispatch. Either Party may change its address for notification purposes by giving the other Party 10 days' notice of the new address. Supplier will not have any right to use the names, logos, symbols, trade identities or trademarks of Toyota or any of its affiliates unless each use is approved in advance and in writing by Toyota. Supplier may not publish or use any advertising, sales promotions, press releases or other publicity matters relating to the Purchase Order in which Toyota's name or trademark is mentioned or which contains language implying the connection to said name or trademark without Toyota's prior consent. No Party will be liable for any default or delay in the performance of its obligations under the Purchase Order if and to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, or any other cause beyond the reasonable control of such Party, provided (i) the non-performing Party is without fault in causing such default or delay, (ii) such default or delay could not have been prevented by reasonable precautions, and (iii) such default or delay could not reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other such means. Neither Party will, without the consent of the other Party, assign the Purchase Order, or any of its rights or obligations thereunder, except that Toyota may assign the Purchase Order to an affiliate without such consent. Any assignment in contravention of this Section will be void. No delay or omission by either Party to exercise any right or power under the Purchase Order will impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant will not be construed to be a waiver of any other breach or covenant. All rights and remedies of each Party are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. All waivers must be signed by the Party waiving its rights. The provisions of Article 5, Article 6, Article 7, Section 9.2, Section 9.3, Article 11, and Article 12, as well as any other provision hereof that contemplate performance or observance subsequent to termination or expiration of the Purchase Order, will survive termination or expiration of the Purchase Order and continue in full force and effect. In the event that any provision hereof is held illegal or otherwise unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of the Purchase Order will continue in full force and effect.