

TOYOTA WHOLESALE TOOLBOX

DEALER PARTICIPATION AGREEMENT

This Toyota Wholesale Toolbox Dealer Participation Agreement (together with Riders hereto, the “**Agreement**”) is entered into by and between Toyota Motor Sales, U.S.A., Inc. (“**TMS/USA**”), a California corporation, and the Toyota dealer executing this Agreement (“**Dealer**”), as of the date Dealer electronically accepts this Agreement through TMS/USA’s designated enrollment system, or the date the Agreement is executed by Dealer (the “**Effective Date**”), in connection with the Toyota Wholesale Toolbox program. TMS/USA and Dealer are also sometimes referred to herein individually, as a “**Party**” or, collectively, as the “**Parties**”.

RECITALS

A. **WHEREAS**, TMS/USA maintains a voluntary wholesale parts support program for Toyota vehicle dealerships comprised of a number of tools and services (each, an “**Optional Service**”), currently known as the Toyota Wholesale Toolbox program (as such program may be re-named by TMS/USA from time to time in its discretion) (together with the Optional Services, the “**Program**”); and

B. **WHEREAS**, Dealer desires to participate in the Program on a voluntary basis to obtain access to Dealer-selected Optional Services, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and such other consideration as the Parties deem relevant, TMS/USA and Dealer hereby agree as follows:

1.0 PARTICIPATION IN THE PROGRAM

- 1.1 Dealer acknowledges and agrees that participation in the Program is entirely voluntary.
- 1.2 By entering into this Agreement, Dealer:
 - 1.2.1 acknowledges and agrees to comply with the terms and conditions of this Agreement and the Rider (defined below) applicable to each of the Optional Services that Dealer selects (collectively, the “**Requirements**”);
 - 1.2.2 represents, warrants and covenants that it is in good standing with TMS/USA in accordance with the standards set forth in the dealer agreement between TMS/USA or its affiliate and Dealer (the “**TMS/USA Dealer Agreement**”);
 - 1.2.3 acknowledges and agrees that (a) most, if not all, of the Optional Services will be provided directly and solely by a Third Party Service Provider or its affiliates, and not by TMS/USA, and (b) Dealer shall look only to such Third Party Service Provider to address and/or resolve any issues or concerns with respect to the Optional Service;
 - 1.2.4 acknowledges and agrees that TMS/USA makes no representations or warranties whatsoever with respect to the Program, including all Optional Services, and that Dealer is participating in the Program and choosing to participate in Optional Services at its own risk;
 - 1.2.5 acknowledges that certain Optional Services require Dealer to execute a Subscription Agreement to gain access and use to the Optional Service, and Dealer agrees to execute any Subscription Agreements applicable to the Optional Services Dealer selects under the Program;

- 1.2.6 acknowledges and agrees to pay TMS/USA and/or the applicable Third Party Service Providers certain Subscription Fees (“**Subscription Fees**”), as applicable, in consideration of its access to the Program and/or Optional Service, which Subscription Fees may be invoiced, collected and remitted to TMS/USA and/or the Third Party Service Provider, as set forth in the applicable Rider or Subscription Agreement;
 - 1.2.7 acknowledges and agrees that TMS/USA or the Third Party Service Provider may charge or increase the charges for the Program and/or an Optional Service at any time upon thirty (30) days’ notice to Dealer, and Dealer may continue to participate by paying the increased fees or terminate participation in the Program and/or an Optional Service in accordance with Section 13.0 (Termination);
 - 1.2.8 acknowledges and agrees to remain solely responsible for all costs and expenses related to its (1) participation in the Program, including each Optional Service selected by Dealer, and (2) own systems (including its DMS applications), equipment, network, website and means of connection with all integration points;
 - 1.2.9 acknowledges and agrees that the Program is constantly evolving, and that TMS/USA reserves the right to amend, modify or supplement the requirements to which Dealer’s participation in the Program and/or each Optional Service is subject, as needed from time to time, provided that TMS/USA provides written notice of such amendments, modifications or supplements to Dealer;
 - 1.2.10 acknowledges and agrees that TMS/USA may terminate the Program and this Agreement at any time and TMS/USA is under no obligation to continue the Program;
 - 1.2.11 acknowledges and agrees to be solely responsible for its acts and omissions with respect to its personnel and Customers; and
 - 1.2.12 acknowledges and agrees that the Program does not require Dealer to send Personal Information to TMS/USA or the applicable Third Party Service Provider.
- 1.3 Riders for Optional Services available as of the Effective Date are attached hereto and incorporated into this Agreement by reference. When Dealer selects an Optional Service, Dealer hereby agrees to the Rider for such Optional Service. For Optional Services made available for the Program in the future, Dealer will accept any applicable Rider when selecting to participate in the Optional Service. Current Optional Services include:
- 1.3.1 WPMA –Wholesale Parts Market Analysis (formerly STAR Wholesale Market Analysis)
 - 1.3.2 TIS – Technical Information System Accounts
 - 1.3.3 PSX – Parts Sales Xcellerator
 - 1.3.4 WSIP – Wholesale Sales Incentive Program
 - 1.3.5 MPB – Microcat Parts Bridge
 - 1.3.6 OPSM – OPSTrax Mechanical (Overall Parts Solution)
 - 1.3.7 OPSC – OPSTrax Collision (Overall Parts Solution)
 - 1.3.8 TMPP – Toyota Mechanical Parts Program
 - 1.3.9 TCPP – Toyota Collision Parts Program

1.3.10 CCCP – CCC Promote Program

2.0 TERM

This Agreement shall commence on the Effective Date of this Agreement and shall terminate in accordance with Section 13.0 (Termination) of this Agreement (the “**Term**”).

3.0 SCOPE OF PROGRAM

3.1 TMS/USA reserves the right to alter, modify, expand, restrict and/or cancel the Program, in whole or in part, at any time. TMS/USA shall provide notice of any changes to the Program, including a Rider. Dealer acknowledges that notice may be provided on a Program website, via email to a Dealer-supplied email address, or any other method of notice reasonably determined by TMS/USA. Any changes to the Program, including a Rider, shall be effective as stated in the notice.

3.2 Dealer acknowledges that changes with respect to an Optional Service shall be governed by the applicable Subscription Agreement.

3.3 TMS/USA may audit Dealer’s books, records, facilities, personnel, and operations to verify Dealer’s adherence to Dealer’s obligations under this Agreement.

4.0 OBLIGATIONS OF DEALER

4.1 In consideration of TMS/USA’s provision of the Program to Dealer, Dealer agrees that it will comply, and cause its employees, agents, representatives and vendors to comply, with all the provisions set forth in this Agreement and each applicable Rider.

4.2 Dealer agrees to pay TMS/USA and/or the applicable Third Party Service Provider for the costs, fees and expenses for the Program and/or selected Optional Services, including, without limitation, any applicable Subscription Fees.

4.3 Dealer shall designate an individual (the “**Parts Manager**”) who is authorized to act on behalf of Dealer with respect to day to day operations.

5.0 OBLIGATIONS OF TMS/USA

5.1 During the Term, TMS/USA shall use reasonable efforts to facilitate Dealer’s participation in the Program, as determined by TMS/USA.

6.0 LICENSES; OWNERSHIP

6.1 As between Dealer and TMS/USA, Dealer shall be the sole and exclusive owner of all right, title and interest in and to the Dealer Data, including all Intellectual Property Rights therein. Dealer grants to TMS/USA a non-exclusive, irrevocable, royalty-free, fully-paid, non-transferable (with the right to sublicense), perpetual license to access, use, display, download, distribute and create derivative works of the Dealer Data.

6.2 As between Dealer and TMS/USA, TMS/USA shall be the sole and exclusive owner of all right, title and interest in and to the TMS/USA Data and Materials provided by TMS’USA hereunder (collectively, “**TMS/USA Materials**”), including all Intellectual Property Rights therein. TMS/USA grants to Dealer a non-exclusive, royalty-free, fully-paid, non-sub-licensable, non-transferable license to access and use TMS/USA Data and TMS/USA Materials during the Term solely as required to participate in the Program in accordance with the terms and conditions set forth herein, subject to any specific terms and conditions provided in connection with such TMS/USA Data and TMS/USA Materials. Dealer shall not, nor shall it permit others to: (i) use the Program or

TMS/USA Data or TMS/USA Materials for purposes other than those set forth herein; (ii) download, copy, recreate, disassemble, modify, translate, reverse engineer or decompile the Program, or any portion therein; (iii) tamper or interfere with the Program or TMS/USA Data or TMS/USA Materials, or any portion therein; (iv) operate a service bureau; or (v) assign, sell, sublicense, lease, or otherwise transfer Dealer's right to use the Program or TMS/USA Data or TMS/USA Materials, or any portion therein.

6.3 Notwithstanding anything contained herein to the contrary, as between Dealer and TMS/USA or the applicable Third Party Service Provider, all right, title and interest, including, without limitation, Intellectual Property Rights, in and to the Program, as well as updates, enhancements, modifications, derivative works or changes made by TMS/USA or the applicable Third Party Service Provider to the foregoing, remain with TMS/USA or the applicable Third Party Service Provider and are protected by trademark, copyright, patent and/or trade secret Laws.

7.0 DATA; SECURITY; BREACHES

7.1 TMS/USA and Dealer understand and agree that with regard to data accessible through this Program, they each shall:

7.1.1 use the data in accordance with Laws;

7.1.2 use commercially reasonable efforts to maintain the confidentiality and security of the data; and

7.1.3 not to disclose or use the data other than as agreed to herein.

7.2 Dealer understands that its Dealer Data will be shared with TMS/USA and its respective affiliates to be used for, with respect to TMS/USA and its affiliates, its and/or their own business purposes, including but not limited to, data analytics and reporting.

7.3 DEALER ACKNOWLEDGES AND AGREES THAT IT SHALL NOT LOOK TO TMS/USA OR ITS AFFILIATES FOR ANY DAMAGES (AS DEFINED BELOW) THAT ARISE FROM ANY SECURITY BREACH EXCEPT IF, AND ONLY TO THE EXTENT, SUCH SECURITY BREACH ARISES OUT OF TMS/USA'S ACTS OR OMISSIONS OR OCCURS IN TMS/USA SYSTEMS AND DOES NOT ARISE OUT OF ANY ACT OR OMISSION OF DEALER. TMS/USA, FOR ITSELF AND ITS AFFILIATES, HEREBY EXPRESSLY AND IRREVOCABLY DISCLAIMS ANY AND ALL LIABILITY OF TMS/USA OR ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH ANY SECURITY BREACH, EXCEPT IF, AND ONLY TO THE EXTENT, SUCH SECURITY BREACH ARISES OUT OF TMS/USA'S ACTS OR OMISSIONS OR OCCURS IN TMS/USA SYSTEMS AND DOES NOT ARISE OUT OF ANY ACT OR OMISSION OF DEALER.

7.4 TMS/USA ACKNOWLEDGES AND AGREES THAT IT SHALL NOT LOOK TO DEALER FOR ANY DAMAGES THAT ARISE FROM ANY SECURITY BREACH EXCEPT IF, AND ONLY TO THE EXTENT, SUCH SECURITY BREACH ARISES OUT OF DEALER'S ACTS OR OMISSIONS OR OCCURS IN DEALER SYSTEMS AND DOES NOT ARISE OUT OF ANY ACT OR OMISSION OF TMS/USA. DEALER, FOR ITSELF AND ITS AFFILIATES, HEREBY EXPRESSLY AND IRREVOCABLY DISCLAIMS ANY AND ALL LIABILITY OF TMS/USA OR ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH ANY SECURITY BREACH, EXCEPT IF, AND ONLY TO THE EXTENT, SUCH SECURITY BREACH ARISES OUT OF TMS/USA'S ACTS OR OMISSIONS OR OCCURS IN TMS/USA SYSTEMS AND DOES NOT ARISE OUT OF ANY ACT OR OMISSION OF DEALER.

8.0 PRIVACY

Each Party represents, warrants and covenants that it is, and shall continue to be throughout the term of this Agreement, in compliance with all applicable privacy Laws and its respective privacy policies.

9.0 COMPLIANCE WITH LAWS

In performing its obligations under this Agreement, Dealer shall comply, and shall cause each of its affiliates, subsidiaries, directors, officers, employees, agents and contractors to comply, with all applicable Laws.

10.0 CONFIDENTIALITY

As used herein, “**Confidential Information**” shall mean any information disclosed during the Term by one Party to the other, which is or should be reasonably understood to be confidential and/or proprietary including, without limitation, the material terms of this Agreement, technical processes and other unpublished financial information, product and business plans, projections and marketing data. In addition, subject to the exclusions hereunder, any information designated “Confidential” by either Party shall be deemed Confidential Information. The Party receiving Confidential Information agrees to hold such Confidential Information in trust and confidence and, except as may be authorized by the other Party in writing, shall not use such Confidential Information for any purpose other than as expressly set forth in this Agreement or disclose any Confidential Information to any person, company or entity, except to those of its employees and professional advisers: (a) who need to know such information in order for the receiving Party to perform its obligations hereunder; and (b) who have entered into a confidentiality agreement with the receiving Party with terms at least as restrictive as those set forth herein. Information shall not be deemed Confidential Information to the extent that the receiving Party can verify with substantial proof that such information: (i) is generally available to or known to the public through no wrongful act of the receiving Party; (ii) was independently developed by the receiving Party without use of Confidential Information; or (iii) was disclosed to the receiving Party by a third party under no obligation of confidentiality to the disclosing Party. The receiving Party agrees that monetary damages for breach of confidentiality may not be adequate and that the disclosing Party shall be further entitled to seek injunctive relief.

11.0 WARRANTIES/LIMITATION OF LIABILITIES

11.1 NO WARRANTIES. TMS/USA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO THIS PROGRAM OR ANY OPTIONAL SERVICES, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT. DEALER ACKNOWLEDGES THAT, BY PARTICIPATING IN THE PROGRAM AND/OR ACCESSING AND USING ANY OPTIONAL SERVICES, DEALER IS ASSUMING THE RISK THAT THE PROGRAM AND/OR OPTIONAL SERVICES MAY NOT FUNCTION OR OPERATE AS EXPECTED AND THAT TMS/USA IN NO WAY PROMISES OR GUARANTEES ANY PARTICULAR RESULTS. DEALER ACKNOWLEDGES AND AGREES THAT DEALER ACCEPTS THE PROGRAM, ALL OPTIONAL SERVICES, AND ANY TMS/USA DATA AND TMS/USA MATERIALS “AS IS” AND “WITH ALL FAULTS” AND UNDERSTANDS AND AGREES THAT DEALER MUST UNDERTAKE ITS OWN EVALUATION AND INVESTIGATION OF THE PROGRAM AND ASSETS TO DETERMINE IF THEY ARE APPROPRIATE PRIOR TO ANY PARTICIPATION, USE, OR RELIANCE BY DEALER HEREUNDER.

11.2 NO CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL TMS/USA BE LIABLE FOR DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CLAIMS OF ANY OF DEALER’S CUSTOMERS FOR DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT OR DERIVING FROM THE PROGRAM AND/OR OPTIONAL SERVICES, IRRESPECTIVE OF HOW SUCH DAMAGES MAY BE CAUSED, WHETHER OR NOT BECAUSE OF NEGLIGENCE, STRICT LIABILITY, FAULT OR DELAY OF TMS/USA, OR ITS BREACH OR

FAILURE OF PERFORMANCE HEREUNDER, EVEN IF TMS/USA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE DEALER BY ANY OTHER PARTY.

12.0 INDEMNITY

12.1 Dealer agrees to defend, indemnify, and hold harmless TMS/USA and its respective affiliates, subsidiaries, directors, officers, employees, agents and contractors, from any claims, lawsuits, liabilities, demands, damages, costs and expenses (including without limitation, bodily injury, property damage, and attorney's fees and legal expenses) (collectively, "**Damages**") arising from or related to: (a) Dealer's participation in the Program, including Dealer's use of Optional Services and/or reliance on any advice from any Third Party Service Provider, and/or Dealer's use of any materials provided by TMS/USA or any Third Party Service Provider, (b) any breach of Dealer's obligations under this Agreement and/or any Subscription Agreement, (c) Dealer's business, (d) any dispute or complaint involving Customers, (e) any alleged or actual misrepresentation or misleading statement or unfair or deceptive trade practice of Dealer, (f) negligence and/or willful or intentional misconduct and/or omission in connection with Dealer's participation in the Program, and/or (g) failure to comply, in whole or in part, with any obligations assumed by Dealer pursuant to, or any of Dealer's representation or warranties set forth in, this Agreement, including any Rider. The provisions of this Section 12.1 shall survive termination or expiration of this Agreement.

13.0 TERMINATION

- 13.1 This Agreement shall be effective as of the Effective Date and shall continue in effect until either Party terminates this Agreement as permitted hereunder (the "**Term**").
- 13.2 Dealer acknowledges and agrees that TMS/USA may discontinue the Program and/or any Optional Service in connection with the Program, in part or in whole, at any time with or without reason and without penalty. TMS/USA shall provide at least thirty (30) days' written notice to Dealer prior to any such discontinuation. A discontinuation of the Program shall automatically terminate this Agreement.
- 13.3 Either Party may terminate this Agreement if either Party does not cure any material breach of this Agreement within thirty (30) days of written notice of such material breach.
- 13.4 This Agreement shall remain in full force and effect unless and until terminated by either Party upon sixty (60) days' written notice; provided, however, that upon expiration or termination of the TMS/USA Dealer Agreement, this Agreement shall automatically terminate without requirement of notice by either Party effective on the date of the expiration or termination of the TMS/USA Dealer Agreement.
- 13.5 Dealer understands and acknowledges that Dealer's rights to access and use an Optional Services may be subject to an agreement between the Third Party Service Provider and TMS/USA or Toyota Motor North America ("**TMNA**"). Accordingly, notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate without requirement of notice by either Party effective on the date of expiration or termination of such agreement between the applicable Third Party Service Provider and TMS/USA or TMNA.
- 13.6 Dealer acknowledges and agrees that (a) termination of any Subscription Agreement shall be governed by such Subscription Agreement between Dealer and the applicable Third Party Service Provider, and (b) termination of this Agreement shall not automatically terminate any Subscription Agreement.

14.0 DEFINITIONS

In addition to those definitions set forth elsewhere in this Agreement, the following capitalized terms shall have the meanings set forth below:

- 14.1 “**Customer**” means a commercial customer of Dealer that repairs Toyota, Lexus and Scion motor vehicles.
- 14.2 “**Customer Data**” means all data and/or information related to a Customer that is provided to, or obtained by, Dealer and/or the applicable Third Party Service Provider, including from the operation and/or use of an Optional Service. Customer Data shall include, without limitation, all data and/or information created, collected, generated, processed, or stored by Dealer and/or the applicable Third Party Service Provider in connection with transactions between such Dealer and its Customers. Customer Data may consist of Sensitive Information.
- 14.3 “**Dealer Data**” means (a) all Customer Data that constitutes Sensitive Information, (b) all data and/or information provided to the applicable Third Party Service Provider by, or obtained by the applicable Third Party Service Provider from, Dealer in connection with the applicable Subscription Agreement or the Optional Service provided by the applicable Third Party Service Provider thereunder, (c) Dealer’s profile data, and (d) all intellectual property rights with respect to any of the foregoing.
- 14.4 “**End User**” means any user of an Optional Service and may include TMS/USA, Dealer, a Customer, and/or any other third party with access credentials.
- 14.5 “**Laws**” mean, individually and collectively, as all now existing or hereafter enacted or amended applicable domestic or foreign (a) country, state, provincial, local or other law or statute, (b) rule or regulation issued by a governmental regulatory body, (c) written or authoritative interpretation by a governmental regulatory body of any such law, statute, rule or regulation, (d) enforceable regulatory guidance, judicial, governmental, or administrative order, judgment, decree or ruling, or (e) written and enforceable requirements of self-regulatory bodies and organizations to which a Party belongs or is otherwise bound. For further clarity, “**Laws**” includes Data Protection Laws.
- 14.6 “**Materials**” mean, collectively, software, technical and user documentation, systems, literary works, other works of authorship, specifications, designs, analyses, programs, program listings, programming tools, other documentation, user materials, reports, report output, drawings, illustrations, data, databases, spreadsheets, machine-readable text, graphics, pictures, music, animations, videos, content (including web content), files, financial models and work product and any derivative works of the foregoing.
- 14.7 “**Personal Information**” means (a) any information about an individual which can be used to distinguish or trace an individual’s identity, and any other information that is linked or linkable to an individual, which may include but is not limited to: name, address, telephone number, e-mail address, social security number, driver’s license number; state-issued identification card number; and/or an account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual’s financial account; and/or (b) any “non-public personal information” as that term is defined under 15 U.S.C. § 6809 of the Federal Gramm-Leach-Bliley Act, as well as under any other Laws protecting from disclosure, use and/or reproduction information linked to a particular individual.
- 14.8 “**Intellectual Property Rights**” means any and all intellectual property rights existing under any Laws, including patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law (together with all of the goodwill associated therewith), unfair competition law, publicity rights law, or privacy rights law, other proprietary rights, and applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force

or effect worldwide. For the purposes of this definition, rights under patent Law shall include rights under any and all patent applications and patents (including letters patent and inventor's certificates) anywhere in the world, including any provisions, substitutions, extensions, supplementary patent certificates, reissues, renewals, divisions, continuation in part (or in whole), continued prosecution applications, requests for continued examination, and other similar filings or stages thereof provided for under the Laws of the United States, or of any other country.

- 14.9 “**Rider**” means the terms and conditions applicable to an Optional Service that supplements this Agreement that are agreed to by Dealer in order to select and participate in such Optional Service.
- 14.10 “**Security Breach**” means any breach of security of a Third Party Service Provider's software, applications or information technology, Dealer's systems, or TMS/USA's systems that results in or causes any unauthorized access to or acquisition, use, loss, destruction, alteration, compromise or disclosure of any Dealer Data.
- 14.11 “**Sensitive Information**” means (a) any data and/or information that is subject to any data protection Laws (including names, addresses, telephone numbers, email addresses, dates of birth, social security and similar personal identification numbers, and all employee-related information), (b) PCI Data and other cardholder data, and (c) vehicle identification numbers. For clarity, IP addresses and device identifiers shall not constitute Sensitive Information unless IP addresses and unique identifiers are or becomes subject to applicable data protection Laws.
- 14.12 “**Subscription Agreement**” means an agreement between the Third Party Service Provider and Dealer governing an Optional Service, including fees and payment terms and the parties' respective rights and obligations with respect thereto or in connection therewith.
- 14.13 “**Third Party Service Provider**” means a third-party service provider and/or its affiliate(s) operating or otherwise providing the Optional Service offered in connection with the Program.
- 14.14 “**TMS/USA Data**” means data that originates through TMS/USA to describe, price and discount TMS/USA authorized parts, including any electronic parts catalog provided by TMS/USA.

15.0 GENERAL PROVISIONS

- 15.1 Entire Agreement. This Agreement supersedes and replaces any and all prior agreements, understandings or arrangements, whether oral or written (including, without limitation, any letter of intent), heretofore made between the Parties relating to the subject matter hereof, and together with the Riders hereto constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and permitted assigns. This Agreement may not be altered or amended except by an express written agreement signed by both Parties hereto.
- 15.2 Assignability. Without TMS/USA's prior written consent, Dealer shall not assign, transfer, pledge, hypothecate or otherwise dispose of this Agreement or any of its rights hereunder, nor delegate any of its obligations herein.
- 15.3 Applicable Laws; Disputes. This Agreement shall be governed by and construed according to the Laws of the state in which Dealer is located. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be determined and settled by arbitration in the State in which the Dealer is located pursuant to the rules then pertaining of Judicial Arbitration and Mediation Services, Inc. (JAMS), and any award rendered shall be final and conclusive upon the Parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The Parties will share equally the administrative costs of such arbitration proceedings and each Party shall be responsible for its own attorney fees and costs.

- 15.4 No Franchise. Dealer warrants that it has paid no fee, nor has it provided any goods or services in lieu of same, to TMS/USA in consideration of entering into this Agreement. Nothing in this Agreement is intended to amend, alter or modify the terms of or the Parties' respective rights and obligations under the TMS/USA Dealer Agreement.
- 15.5 Publicity. Dealer may not issue any public statement concerning this Agreement without the prior review of and written consent to such statement of TMS/USA.
- 15.6 Notices. All notices, demands, requests or other communications that may be or are required to be given hereunder shall be in writing and mailed by first-class registered or certified mail, return receipt requested, postage repaid, or transmitted by hand delivery, or by overnight delivery service, or by facsimile transmission followed by original hard copy via U.S. mail with the receiving party acknowledging receipt addressed as follows:
- To TMS/USA: TMS/USA Motor Sales, U.S.A., Inc.
6565 Headquarters Drive
Plano, TX 75024
Attention: Rod Amezcua, Wholesale Conquest and Star Analyst
- To Dealer: At the address and contact information provided by Dealer when enrolling in the Program.
- All notices shall be deemed effective upon receipt or refusal thereof.
- 15.7 Waiver. No failure, delay, or omission by a Party to exercise any right, remedy or power it has under this Agreement shall impair or be construed as a waiver of such right, remedy or power. A waiver by any Party of any breach of covenant shall not be construed to be a waiver of any succeeding breach of such covenant or a breach of any other covenant. All waivers shall be in writing and signed by an authorized representative of the waiving Party.
- 15.8 Severability. If any of the provisions or any portion of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provisions or portion thereof.
- 15.9 Force Majeure. Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to an act of God or circumstances beyond the reasonable control of the non-performing Party.
- 15.10 Independent Contractor. Nothing in this Agreement is intended to create, or shall be construed as creating, a joint venture, partnership, agency, or employer/employee relationship between TMS/USA and Dealer. This Agreement does not render either party hereto the agent or legal representative of the other for any purpose whatsoever. Dealer shall retain sole and exclusive right to control, direct and supervise Dealer's employees, and Dealer shall be the sole and exclusive employer of the persons employed by Dealer. Dealer and TMS/USA agree that no act or omission of Dealer or TMS/USA shall be construed to make or render them joint employer, co-employer or alter ego of each other.
- 15.11 Survival. The Parties hereto hereby covenant and agree that, notwithstanding the termination of this Agreement as provided for herein or otherwise, Sections 6, 7, 10, 11, 12, 14, and 15 of this Agreement shall survive such termination and shall continue in full force and effect according to their terms.

15.12 Counterparts. If applicable, this Agreement may be executed in separate counterparts, each of which shall be deemed to constitute an original, and all of which together shall constitute one and the same agreement.

I understand and accept the terms and conditions of the Program, and acknowledge that they are reasonable. I agree to meet and maintain the Requirements at all times so long as I am participating in the Program. I also understand and agree that TMS/USA may suspend or terminate my participation as a result of my non-compliance with any of the Requirements either as set forth above, or as amended by TMS/USA in its sole discretion.

“Dealer”

Dealership Name

Dealer Code

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Telephone: _____

Facsimile: _____

“TMS/USA”

TOYOTA MOTOR SALES, U.S.A., INC.

By: _____

Name: _____

Title: _____

Date: _____

WPMA RIDER

To Toyota Wholesale Toolbox Dealer Participation Agreement

Toyota Wholesale Parts Market Analysis

Optional Service Name (Code)	Wholesale Parts Market Analysis (WPMA)
Rider Effective Date	January 1, 2023
Third Party Service Provider	N/A
Subscription Agreement Required	N/A
Fees	N/A
Enrollment	<ul style="list-style-type: none"> • Dealer must visit toyotapartsandservicehub.com or such other mechanism designated by TMS/USA, and choose WPMA.
Overview	<ul style="list-style-type: none"> • Customized market analysis, for dealers, which maps or lists Customers in the dealer’s market area. • Increased visibility regarding a Customer’s market penetration arena. • Quantification of number of Customers, size of Customers and their business.
Additional Terms and Conditions	<ul style="list-style-type: none"> • Dealer must review and accept any applicable End User License Agreement or other terms required to enroll or access WPMA.

TIS RIDER

To Toyota Wholesale Toolbox Dealer Participation Agreement

Technical Information System Accounts

Optional Service Name (Code)	Technical Information System (TIS)
Rider Effective Date	January 1, 2023
Third Party Service Provider	N/A
Subscription Agreement Required	N/A
Fees	N/A
Enrollment	<ul style="list-style-type: none"> • Dealer must visit toyotapartsandservicehub.com or such other mechanism designated by TMS/USA, and choose TIS.
Overview	<ul style="list-style-type: none"> • Accounts to access TIS
Dealer Responsibilities	<p><u>Allocations</u></p> <ul style="list-style-type: none"> • Dealers will be provided two (2) TIS accounts. For additional accounts, Dealers will request accounts from TMNA through a designated website or contact person. The request will be handled by a field agent who determines the allotment of additional TIS accounts to provide to Dealer. • Dealer may select which Customers will receive complimentary TIS accounts from its allocations. <p><u>Registration</u></p> <ul style="list-style-type: none"> • Dealer shall cause Customers receiving TIS Accounts to be registered as follows: <ul style="list-style-type: none"> ○ Dealer shall enter the Customers contact information into TIS Portal on the Toyota Parts and Service Hub website in the TIS portal; ○ Portal generates a coupon code for enrollment and automatically sends to IRF; and ○ Customers have the responsibility to enroll and use the coupon code to take advantage of the complimentary TIS account.

Additional Terms and Conditions	<ul style="list-style-type: none">• Dealer must review and accept any applicable End User License Agreement or other terms required for TIS and TIS accounts.• Dealer shall not provide any persons or entities, or permit, access to TIS who are not Customers.• Dealer is responsible for its Customer's use of TIS.
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PSX RIDER

To Toyota Wholesale Toolbox Dealer Participation Agreement

Parts Sales Xcellerator

Optional Service Name (Code)	Parts Sales Xcellerator (“PSX”)
Rider Effective Date	January 1, 2023
Third Party Service Provider	OEConnection, LLC
Subscription Agreement Required	Yes
Fees	<ul style="list-style-type: none"> • Dealer shall pay the fees set forth in the Subscription Agreement direct to TMS/USA. • TMS/USA may direct Dealer to pay the fees direct to the Third Party Service Provider, upon notice.
Enrollment	<ul style="list-style-type: none"> • Dealer must visit toyotapartsandservicehub.com or such other mechanism designated by TMS/USA, and choose PSX Reporting.
Overview	<ul style="list-style-type: none"> • Wholesale parts sales analytical and reporting tool and Customer Relationship Management tools.

WSIP RIDER

To Toyota Wholesale Toolbox Dealer Participation Agreement

Wholesale Sales Incentive Program

Optional Service Name (Code)	Wholesale Sales Incentive Program (WSIP)
Rider Effective Date	January 1, 2023
Third Party Service Provider	N/A
Subscription Agreement	N/A
Fees	N/A (no direct fees for WSIP, but PSX subscription required)
Eligibility Requirements	<ul style="list-style-type: none"> • Dealer must have a minimum \$4M in wholesale sales of Toyota Genuine Parts procured directly from TMS/USA in the prior calendar year or, a minimum \$4M in wholesale sales of Toyota Genuine Parts procured directly from TMS/USA in the current calendar year prior to enrollment in WSIP. • Dealer must have a minimum of 5% YOY Growth (defined below). • Dealer must grant TMS access to and use of wholesale parts sales historical data dating back to January 1st of the calendar year prior to enrollment in WSIP. • Dealer must enroll in and pay for a PSX subscription (see PSX Rider), and provide to TMS/USA relevant PSX data and reporting.
Enrollment	<ul style="list-style-type: none"> • To enroll, Dealer must visit toyotapartsandservicehub.com or such other URL or process designated by TMS/USA, and choose to enroll in WSIP.
Overview	<ul style="list-style-type: none"> • The purpose of WSIP is to increase wholesale sales of Toyota genuine auto parts (“Toyota Genuine Parts”). • TMS/USA contribution of funds are intended to allow Dealer flexible earnings to invest back into their Wholesale Parts sales business.
Additional Terms and Conditions	<u>Incentive Payout Terms</u>

- The term of WSIP is January 1 of the calendar year to December 31 of the same calendar year, and each subsequent complete calendar year thereafter (each such calendar year, the “**Incentive Program Term**”).
- For each Incentive Program Term for which Dealer is eligible to receive Incentives, incentives will be paid out in January of the calendar year immediately following the end of the Incentive Program Term (for example, Incentives for the 2022 Incentive Program Term are paid in January 2023).
- To be eligible to receive an Incentive, a Dealer must be participating in WSIP on the date the Incentive is scheduled to be paid to Dealer.
- Incentive level is based on Dealer’s YOY Growth, as follows:

YOY Growth	Incentive
5%	0.500%
10%	0.875%
15%	1.250%

- “**Year-Over-Year Growth**” or “**YOY Growth**” means, with respect to any successive calendar years (e.g., 2020 and 2021), the amount by which Net Sales in the later calendar year (e.g., 2021) are greater than the Net Sales in the earlier calendar year (e.g., 2020).
- YOY Growth will be calculated by TMS/USA on a calendar year basis.

Additional Terms

- Only sales of Toyota Genuine Parts procured directly from TMS/USA shall be considered in the calculation of Incremental Net Sales and Incentive amounts. “**Incremental Net Sales**” means sales minus returns of Toyota Genuine Parts to Customers.
- If TMS/USA determines that Dealer is using Toyota part numbers while selling automotive parts for Toyota vehicles from vendors other than TMS/USA or Dealer is otherwise involved in deceptive or other wrongful activity, Dealer will forfeit any unpaid Incentives (whether earned or not), and TMS/USA may suspend or terminate Dealer’s participation in WISP and/or the Toyota Wholesale Toolbox.

MPB RIDER

To Toyota Wholesale Toolbox Dealer Participation Agreement

Microcat Parts Bridge

Optional Service Name (Code)	Microcat Parts Bridge (MPB)
Rider Effective Date	January 1, 2023
Third Party Service Provider	Infomedia Ltd.
Subscription Agreement	Yes. In the event the Dealer desires to cancel its subscription to MPB, it will do so in accordance with the Subscription Agreement.
Fees	<ul style="list-style-type: none"> • Dealer shall pay to the Third Party Service Provider the fees set forth in the Subscription Agreement.
Enrollment	<ul style="list-style-type: none"> • To enroll, Dealer must visit <i>toyotapartsandservicehub.com</i> or such other URL or process designated by TMS/USA, and choose to enroll in MPB.
Dealer Responsibilities	<p><u>Consulting</u></p> <ul style="list-style-type: none"> • For up to six (6) months following enrollment, Dealer shall require Dealer’s managers to participate in intermittent consulting sessions provided by the Third Party Service Provider. <p><u>Training</u></p> <ul style="list-style-type: none"> • Dealer shall allot sufficient time and resources for training of Dealer’s employees by the Third Party Service Provider including: <ul style="list-style-type: none"> ○ Training for Dealer’s managers on the supporting process for MPB and corresponding new responsibilities; ○ Training for Dealer’s sales associates on supporting processes and new responsibilities; ○ Supporting audits by TMS/USA or TMS/USA’s third party auditor, in the event TMS/USA determines, in its sole discretion to audit Dealer, to ensure that Dealer’s employees are properly implementing MPB, as well as onboarding new employees where needed. If Dealer determines that it is necessary to hire any new employees in order to participate in MPB, Dealer commits to using best efforts to hire such employees prior to these trainings; and

	<ul style="list-style-type: none"> ○ Completing all assigned pre-work, as communicated to Dealer by TMS/USA from time to time. <p><u>Product and Job Specific Training</u></p> <ul style="list-style-type: none"> • Dealer shall bear the cost of any training for Dealer employees that is not specific to the Services (vehicle product knowledge, finance product knowledge, tools and technology). Any training not provided by the Third Party Service Provider may need to be provided by the Dealer at their own cost in advance of or in conjunction with the training provided by the Third Party Service Provider. <p><u>Branding</u></p> <ul style="list-style-type: none"> • Dealer shall only advertise as directed by TMS/USA in the context of MPB. <p><u>Marketing Covenant</u></p> <ul style="list-style-type: none"> • Dealer shall comply with the TMS/USA Dealer Marketing Covenant (TDMC), including abiding by the Minimum Allowable Advertised Price set forth in the TDMC. <p><u>Feedback</u></p> <ul style="list-style-type: none"> • Dealer shall provide feedback to TMS/USA in connection with MPB in the form requested by TMS/USA, including responding to surveys and questionnaires provided by or on behalf of TMS/USA. This obligation shall continue throughout the Term. <p><u>Privacy Policy</u></p> <ul style="list-style-type: none"> • Dealer shall update its posted privacy policy to include accurate information regarding Dealer’s collection and sharing of Customer information (with TMS/USA and TMS/USA’s and Dealer’s third party service providers).
<p>Process Requirements</p>	<p><u>Order Process</u></p> <ul style="list-style-type: none"> • Customer submits order through MPB platform (“MPB Platform”). • Dealer receives system notification of order. • Dealer accepts the order through the MPB Platform. • When Dealer accepts the order, Dealer must: <ul style="list-style-type: none"> ○ invoice Customer for the order through Dealer DMS, as displayed in the MPB Platform. ○ fulfill the order. ○ bill its Customer for the price of the Toyota Genuine Part(s) at their regular Customer discount and net of the rebate amount. <p style="text-align: center;">For clarity, see rebate example below:</p>

	Dealer Cost	MSRP	Minus Regular Customer Discount (25% example)	Minus rebate amount (10% example)
	\$60	\$100	\$75	\$69 (Sale Price to Customer)

○ deliver/convey invoice parts to Customer.

Return Process

- If Customer returns a Toyota Genuine Part(s) that qualified for a rebate, Dealer is required to utilize return functionality in the MPB Platform within five (5) days of accepting a return from a Customer.
- If Dealer accepts an order and receives a cancellation of that order before having sent the part to Customer, Dealer must treat the cancellation as a return in the MPB Platform.

Rebate Payment Process

- Subject to receipt from the Third Party Service Provider of the order confirmation and rebate amount, Dealer shall be paid at the end of the month following the month that the transaction occurred. Such payment shall appear on the Dealer Monthly Parts Statement.
- Rebates shall be paid net returns of Toyota Genuine Parts sold.

Additional Terms and Conditions

- Only the sale of Toyota genuine auto parts (“**Toyota Genuine Parts**”) purchased from TMS/USA or TMS/USA’s authorized distribution channels will be considered for MPB rebates.
- Dealer is prohibited from submitting requests for rebate payments for any gray market parts, aftermarket, salvage, etc. (Reference PANT Bulletin 2017-059 and 2015-006.)
- Dealer must adhere to the list price for each Toyota Genuine Part displayed to the Dealer’s Customer, as set forth on the MPB Platform.
- Any available rebate shall be displayed next to the corresponding Toyota Genuine Part on the MPB Platform.
- TMS/USA shall only pay rebates to Dealer for parts actually sold and delivered from Dealer parts inventory to a Customer who purchased parts from Dealer.
- TMS/USA reserves the right to make changes to program feature at its discretion for items including but not limited to program fees, parts on the program, and discount amounts.
- Dealer is prohibited from any misrepresentation of quantity of Toyota Genuine Parts sold.
- Without waiving termination rights, if the Dealer breaches any Requirement, TMS/USA has the right to cease payment of all earned or unearned rebate payments immediately.

	<ul style="list-style-type: none">• TMS/USA shall have the right to use the rebate payments due to off-set any other obligations that Dealer has to Toyota under the Program and/or the governing Dealer Participation Agreement.
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OPSM RIDER

To Toyota Wholesale Toolbox Dealer Participation Agreement

OPSTrax Mechanical Program (Overall Parts Solution)

Optional Service Name (Code)	OPSTrax Mechanical Program (“OPSM”)
Rider Effective Date	January 1, 2023
Third Party Service Provider	OEConnection, LLC (“OEC”)
Subscription Agreement	Yes. Dealer must execute a Subscription Agreement for OPSTrax (“ OPSM Platform ”) to participate in OPSM. In the event the Dealer desires to cancel its subscription to OPSM, it will do so in accordance with the Subscription Agreement.
Fees	<ul style="list-style-type: none"> • Dealer shall pay to the Third Party Service Provider the fees set forth in the Subscription Agreement.
Enrollment	<ul style="list-style-type: none"> • To enroll, Dealer must visit <i>toyotapartsandservicehub.com</i> or such other URL or process designated by TMS/USA, and choose to enroll in OPSM.
Dealer Responsibilities	<p><u>Consulting</u></p> <ul style="list-style-type: none"> • For up to six (6) months following enrollment, Dealer shall require Dealer’s managers to participate in intermittent consulting sessions provided by the Third Party Service Provider. <p><u>Training</u></p> <ul style="list-style-type: none"> • Dealer shall allot sufficient time and resources for training of Dealer’s employees by the Third Party Service Provider including: <ul style="list-style-type: none"> ○ Training for Dealer’s managers on the supporting process for OPSM and corresponding new responsibilities; ○ Training for Dealer’s sales associates on supporting processes and new responsibilities; ○ Supporting audits by TMS/USA or TMS/USA’s third party auditor, in the event TMS/USA determines, in its sole discretion to audit Dealer, to ensure that Dealer’s employees are properly implementing OPSM, as well as onboarding new employees where needed. If Dealer determines that it is necessary to hire any new employees in order to participate in OPSM, Dealer commits to using best efforts to hire such employees prior to these trainings; and

	<ul style="list-style-type: none"> ○ Completing all assigned pre-work, as communicated to Dealer by TMS/USA from time to time. <p><u>Product and Job Specific Training</u></p> <ul style="list-style-type: none"> • Dealer shall bear the cost of any training for Dealer employees that is not specific to the Services (vehicle product knowledge, finance product knowledge, tools and technology). Any training not provided by the Third Party Service Provider may need to be provided by the Dealer at their own cost in advance of or in conjunction with the training provided by the Third Party Service Provider. <p><u>Branding</u></p> <ul style="list-style-type: none"> • Dealer shall only advertise as directed by TMS/USA in the context of OPSM. <p><u>Marketing Covenant</u></p> <ul style="list-style-type: none"> • Dealer shall comply with the TMS/USA Dealer Marketing Covenant (TDMC), including abiding by the Minimum Allowable Advertised Price set forth in the TDMC. <p><u>Feedback</u></p> <ul style="list-style-type: none"> • Dealer shall provide feedback to TMS/USA in connection with OPSM in the form requested by TMS/USA, including responding to surveys and questionnaires provided by or on behalf of TMS/USA. This obligation shall continue throughout the Term. <p><u>Privacy Policy</u></p> <ul style="list-style-type: none"> • Dealer shall update its posted privacy policy to include accurate information regarding Dealer’s collection and sharing of Customer information (with TMS/USA and TMS/USA’s and Dealer’s third party service providers).
<p>Process Requirements</p>	<p><u>Order Process</u></p> <ul style="list-style-type: none"> • Customer commits/submits order through the OPSM Platform and agrees to displayed quantities, part numbers, and prices. • Dealer receives system notification of order. • Dealer accepts the order through the OPSM Platform. • When Dealer accepts the order, Dealer must: <ul style="list-style-type: none"> ○ invoice Customer through Dealer DMS for the order at the “Buy Now” price, as displayed in the OPSM Platform. ○ close invoice in OPSM Platform to finalize and deliver invoice to Customer. ○ fulfill the order and deliver/convey invoiced parts to the Customer.

	<p><u>Return and Cancellation Process</u></p> <ul style="list-style-type: none"> • If Customer returns a Toyota Genuine Part(s) that qualified for a rebate, Dealer is required to enter into the OPSM Platform a credit invoice that references the original selling invoice. • If Dealer accepts and invoices an order and receives a cancellation of that order, Dealer must treat the cancellation as a return in the OPSM Platform. <p><u>Rebate Payment Process</u></p> <ul style="list-style-type: none"> • Subject to receipt from the Third Party Service Provider of the order confirmation and rebate amount, Dealer shall be paid at the end of the month following the month that the transaction occurred. Such payment shall appear on the Dealer Monthly Parts Statement. • Rebates shall be paid net returns of Toyota Genuine Parts sold.
<p>Additional Terms and Conditions</p>	<ul style="list-style-type: none"> • Only the sale of Toyota genuine auto parts (“Toyota Genuine Parts”) purchased from TMS/USA or TMS/USA’s authorized distribution channels will be considered for OPSM rebates. • Dealer is prohibited from submitting requests for rebate payments for any gray market parts, aftermarket, salvage, etc. (Reference PANT Bulletin 2017-059 and 2015-006.) • Dealer must adhere to and sell parts to the Customer at the “Buy It Now” price for each Toyota Genuine Part displayed to the Dealer’s Customer, as set forth on the OPSM Platform. • Any available rebate shall be displayed next to the corresponding Toyota Genuine Part on the OPSM Platform. • TMS/USA shall only pay rebates to Dealer for Toyota Genuine Parts actually sold from Dealer’s parts inventory, documented by the Dealer’s valid parts invoice, and delivered to the Customer who effected the purchase from Dealer through the OPSM Platform. • Dealer is prohibited from any misrepresentation of quantity of Toyota Genuine Parts sold. • Without waiving termination rights, if the Dealer breaches any Requirement, TMS/USA has the right to cease payment of all earned or unearned rebate payments immediately. • TMS/USA shall have the right to use the rebate payments due to off-set any other obligations that Dealer has to Toyota under the Program and/or the governing Dealer Participation Agreement.

OPSC RIDER

To Toyota Wholesale Toolbox Dealer Participation Agreement

OPSTrax Collision Program (Overall Parts Solution)

Optional Service Name (Code)	OPSTrax Collision Program (“OPSC”)
Rider Effective Date	January 1, 2023
Third Party Service Provider	OECConnection, LLC (“OEC”)
Subscription Agreement	Yes. Dealer must execute a Subscription Agreement for OPSTrax (“ OPSC Platform ”) to participate in OPSC. In the event the Dealer desires to cancel its subscription to OPSC, it will do so in accordance with the Subscription Agreement.
Fees	<ul style="list-style-type: none"> • Dealer shall pay to the Third Party Service Provider the fees set forth in the Subscription Agreement.
Enrollment	<ul style="list-style-type: none"> • To enroll, Dealer must visit <i>toyotapartsandservicehub.com</i> or such other URL or process designated by TMS/USA, and choose to enroll in OPSC.
Dealer Responsibilities	<p><u>Consulting</u></p> <ul style="list-style-type: none"> • For up to six (6) months following enrollment, Dealer shall require Dealer’s managers to participate in intermittent consulting sessions provided by the Third Party Service Provider. <p><u>Training</u></p> <ul style="list-style-type: none"> • Dealer shall allot sufficient time and resources for training of Dealer’s employees by the Third Party Service Provider including: <ul style="list-style-type: none"> ○ Training for Dealer’s managers on the supporting process for OPSC and corresponding new responsibilities; ○ Training for Dealer’s sales associates on supporting processes and new responsibilities; ○ Supporting audits by TMS/USA or TMS/USA’s third party auditor, in the event TMS/USA determines, in its sole discretion to audit Dealer, to ensure that Dealer’s employees are properly implementing OPSC, as well as onboarding new employees where needed. If Dealer determines that it is necessary to hire any new employees in order to participate in OPSC, Dealer commits to using best efforts to hire such employees prior to these trainings; and

	<ul style="list-style-type: none"> ○ Completing all assigned pre-work, as communicated to Dealer by TMS/USA from time to time. <p><u>Product and Job Specific Training</u></p> <ul style="list-style-type: none"> • Dealer shall bear the cost of any training for Dealer employees that is not specific to the Services (vehicle product knowledge, finance product knowledge, tools and technology). Any training not provided by the Third Party Service Provider may need to be provided by the Dealer at their own cost in advance of or in conjunction with the training provided by the Third Party Service Provider. <p><u>Branding</u></p> <ul style="list-style-type: none"> • Dealer shall only advertise as directed by TMS/USA in the context of OPSC. <p><u>Marketing Covenant</u></p> <ul style="list-style-type: none"> • Dealer shall comply with the TMS/USA Dealer Marketing Covenant (TDMC), including abiding by the Minimum Allowable Advertised Price set forth in the TDMC. <p><u>Feedback</u></p> <ul style="list-style-type: none"> • Dealer shall provide feedback to TMS/USA in connection with OPSC in the form requested by TMS/USA, including responding to surveys and questionnaires provided by or on behalf of TMS/USA. This obligation shall continue throughout the Term. <p><u>Privacy Policy</u></p> <ul style="list-style-type: none"> • Dealer shall update its posted privacy policy to include accurate information regarding Dealer’s collection and sharing of Customer information (with TMS/USA and TMS/USA’s and Dealer’s third party service providers).
<p>Process Requirements</p>	<p><u>Order Process</u></p> <ul style="list-style-type: none"> • Customer commits/submits order through the OPSC Platform and agrees to displayed quantities, part numbers, and prices. • Dealer receives system notification of order. • Dealer accepts the order through the OPSC Platform. • When Dealer accepts the order, Dealer must: <ul style="list-style-type: none"> ○ invoice Customer through Dealer DMS for the order at the “Buy Now” price, as displayed in the OPSC Platform. ○ close invoice in OPSC Platform to finalize and deliver invoice to Customer. ○ fulfill the order and deliver/convey invoiced parts to the Customer.

	<p><u>Return and Cancellation Process</u></p> <ul style="list-style-type: none"> • If Customer returns a Toyota Genuine Part(s) that qualified for a rebate, Dealer is required to enter into the OPSC Platform a credit invoice that references the original selling invoice. • If Dealer accepts and invoices an order and receives a cancellation of that order, Dealer must treat the cancellation as a return in the OPSC Platform. <p><u>Rebate Payment Process</u></p> <ul style="list-style-type: none"> • Subject to receipt from the Third Party Service Provider of the order confirmation and rebate amount, Dealer shall be paid at the end of the month following the month that the transaction occurred. Such payment shall appear on the Dealer Monthly Parts Statement. • Rebates shall be paid net returns of Toyota Genuine Parts sold.
<p>Additional Terms and Conditions</p>	<ul style="list-style-type: none"> • Only the sale of Toyota genuine auto parts (“Toyota Genuine Parts”) purchased from TMS/USA or TMS/USA’s authorized distribution channels will be considered for OPSC rebates. • Dealer is prohibited from submitting requests for rebate payments for any gray market parts, aftermarket, salvage, etc. (Reference PANT Bulletin 2017-059 and 2015-006.) • Dealer must adhere to and sell parts to the Customer at the “Buy It Now” price for each Toyota Genuine Part displayed to the Dealer’s Customer, as set forth on the OPSC Platform. • Any available rebate shall be displayed next to the corresponding Toyota Genuine Part on the OPSC Platform. • TMS/USA shall only pay rebates to Dealer for Toyota Genuine Parts actually sold from Dealer’s parts inventory, documented by the Dealer’s valid parts invoice, and delivered to the Customer who effected the purchase from Dealer through the OPSC Platform. • Dealer is prohibited from any misrepresentation of quantity of Toyota Genuine Parts sold. • Without waiving termination rights, if the Dealer breaches any Requirement, TMS/USA has the right to cease payment of all earned or unearned rebate payments immediately. • TMS/USA shall have the right to use the rebate payments due to off-set any other obligations that Dealer has to Toyota under the Program and/or the governing Dealer Participation Agreement.

TMPP RIDER

To Toyota Wholesale Toolbox Dealer Participation Agreement

Toyota Mechanical Parts Program

Optional Service Name (Code)	Toyota Mechanical Parts Program (TMPP)
Rider Effective Date	January 1, 2023
Third Party Service Provider	OECConnection, LLC (“OEC”). TMPP is powered by RepairLink, operated by OEC (“TMPP Platform”).
Subscription Agreement	Yes. Dealer must execute a Subscription Agreement for RepairLink to participate in TMPP. In the event the Dealer desires to cancel its subscription to TMPP, it will do so in accordance with the Subscription Agreement.
Fees	<ul style="list-style-type: none"> • Dealer shall pay to the Third Party Service Provider the fees set forth in the Subscription Agreement.
Enrollment	<ul style="list-style-type: none"> • To enroll, Dealer must visit <i>toyotapartsandservicehub.com</i> or such other URL or process designated by TMS/USA, and choose to enroll in TMPP.
Dealer Responsibilities	<p><u>Consulting</u></p> <ul style="list-style-type: none"> • For up to six (6) months following enrollment, Dealer shall require Dealer’s managers to participate in intermittent consulting sessions provided by the Third Party Service Provider. <p><u>Training</u></p> <ul style="list-style-type: none"> • Dealer shall allot sufficient time and resources for training of Dealer’s employees by the Third Party Service Provider including: <ul style="list-style-type: none"> ○ Training for Dealer’s managers on the supporting process for TMPP and corresponding new responsibilities; ○ Training for Dealer’s sales associates on supporting processes and new responsibilities; ○ Supporting audits by TMS/USA or TMS/USA’s third party auditor, in the event TMS/USA determines, in its sole discretion to audit Dealer, to ensure that Dealer’s employees are properly implementing TMPP, as well as onboarding new employees where needed. If Dealer determines that it is necessary to hire any new employees in order to participate in TMPP, Dealer commits to using best efforts to hire such employees prior to these trainings; and

	<ul style="list-style-type: none"> ○ Completing all assigned pre-work, as communicated to Dealer by TMS/USA from time to time. <p><u>Product and Job Specific Training</u></p> <ul style="list-style-type: none"> • Dealer shall bear the cost of any training for Dealer employees that is not specific to the Services (vehicle product knowledge, finance product knowledge, tools and technology). Any training not provided by the Third Party Service Provider may need to be provided by the Dealer at their own cost in advance of or in conjunction with the training provided by the Third Party Service Provider. <p><u>Branding</u></p> <ul style="list-style-type: none"> • Dealer shall only advertise as directed by TMS/USA in the context of TMPP. <p><u>Marketing Covenant</u></p> <ul style="list-style-type: none"> • Dealer shall comply with the TMS/USA Dealer Marketing Covenant (TDMC), including abiding by the Minimum Allowable Advertised Price set forth in the TDMC. <p><u>Feedback</u></p> <ul style="list-style-type: none"> • Dealer shall provide feedback to TMS/USA in connection with TMPP in the form requested by TMS/USA, including responding to surveys and questionnaires provided by or on behalf of TMS/USA. This obligation shall continue throughout the Term. <p><u>Privacy Policy</u></p> <ul style="list-style-type: none"> • Dealer shall update its posted privacy policy to include accurate information regarding Dealer’s collection and sharing of Customer information (with TMS/USA and TMS/USA’s and Dealer’s third party service providers).
<p>Process Requirements</p>	<p><u>Order Process</u></p> <ul style="list-style-type: none"> • Customer submits order through the TMPP platform. • Dealer receives system notification of order. • Dealer accepts the order through the TMPP Platform. • When Dealer accepts the order, Dealer must: <ul style="list-style-type: none"> ○ invoice Customer for the order through Dealer DMS, as displayed in the TMPP Platform. ○ fulfill the order. ○ bill its Customer for the price of the Toyota Genuine Part(s) at their regular Customer discount and net of the rebate amount. <p style="text-align: center;">For clarity, see rebate example below:</p>

	MSRP	Minus Regular Customer Discount (25% example)	Minus rebate amount (10% example)
	\$100	\$75	\$65 (Sale Price to Customer)

○ deliver/convey invoice parts to Customer.

Return Process

- If Customer returns a Toyota Genuine Part(s) that qualified for a rebate, Dealer is required to utilize return functionality in the TMPP Platform within five (5) days of accepting a return from a Customer.
- If Dealer accepts an order and receives a cancellation of that order before having sent the part to Customer, Dealer must treat the cancellation as a return in the TMPP Platform.

Rebate Payment Process

- Subject to receipt from the Third Party Service Provider of the order confirmation and rebate amount, Dealer shall be paid at the end of the month following the month that the transaction occurred. Such payment shall appear on the Dealer Monthly Parts Statement.
- Rebates shall be paid net returns of Toyota Genuine Parts sold.

Additional Terms and Conditions

- TMS/USA may terminate Parts Marketing Administration (“PMA”) upon 30 days’ notice. Notwithstanding termination provisions in the Subscription Agreement, if TMS/USA terminates PMA, Dealer may remain on RepairLink without PMA, or terminate their Subscription Agreement for RepairLink without penalty.
- Only the sale of Toyota genuine auto parts (“**Toyota Genuine Parts**”) purchased from TMS/USA or TMS/USA’s authorized distribution channels will be considered for TMPP rebates.
- Dealer is prohibited from submitting requests for rebate payments for any gray market parts, aftermarket, salvage, etc. (Reference PANT Bulletin 2017-059 and 2015-006.)
- Dealer must adhere to the list price for each Toyota Genuine Part displayed to the Dealer’s Customer, as set forth on the TMPP Platform.
- Any available rebate shall be displayed next to the corresponding Toyota Genuine Part on the TMPP Platform.
- TMS/USA shall only pay rebates to Dealer for parts actually sold and delivered from Dealer parts inventory to a Customer who purchased parts from Dealer.
- TMS/USA reserves the right to make changes to program feature at its discretion for items including but not limited to program fees, parts on the program, and discount amounts.
- Dealer is prohibited from any misrepresentation of quantity of Toyota Genuine Parts sold.

	<ul style="list-style-type: none">• Without waiving termination rights, if the Dealer breaches any Requirement, TMS/USA has the right to cease payment of all earned or unearned rebate payments immediately.• TMS/USA shall have the right to use the rebate payments due to off-set any other obligations that Dealer has to Toyota under the Program and/or the governing Dealer Participation Agreement.
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TCPP RIDER

To Toyota Wholesale Toolbox Dealer Participation Agreement

Toyota Collision Parts Program

Optional Service Name (Code)	Toyota Collision Parts Program (TCPP)
Rider Effective Date	January 1, 2023
Third Party Service Provider	OECConnection, LLC (“OEC”). TCPP is powered by CollisionLink, operated by OEC (“TCPP Platform”).
Subscription Agreement	Yes. Dealer must execute a Subscription Agreement for CollisionLink to participate in TCPP. In the event the Dealer desires to cancel its subscription to TCPP, it will do so in accordance with the Subscription Agreement.
Fees	<ul style="list-style-type: none"> • Dealer shall pay to the Third Party Service Provider the fees set forth in the Subscription Agreement.
Enrollment	<ul style="list-style-type: none"> • To enroll, Dealer must visit <i>toyotapartsandservicehub.com</i> or such other URL or process designated by TMS/USA, and choose to enroll in TCPP.
Dealer Responsibilities	<p><u>Consulting</u></p> <ul style="list-style-type: none"> • For up to six (6) months following enrollment, Dealer shall require Dealer’s managers to participate in intermittent consulting sessions provided by the Third Party Service Provider. <p><u>Training</u></p> <ul style="list-style-type: none"> • Dealer shall allot sufficient time and resources for training of Dealer’s employees by the Third Party Service Provider including: <ul style="list-style-type: none"> ○ Training for Dealer’s managers on the supporting process for TCPP and corresponding new responsibilities; ○ Training for Dealer’s sales associates on supporting processes and new responsibilities; ○ Supporting audits by TMS/USA or TMS/USA’s third party auditor, in the event TMS/USA determines, in its sole discretion to audit Dealer, to ensure that Dealer’s employees are properly implementing TCPP, as well as onboarding new employees where needed. If Dealer determines that it is necessary to hire any new employees in order to participate in TCPP, Dealer commits to using best efforts to hire such employees prior to these trainings; and

	<ul style="list-style-type: none"> ○ Completing all assigned pre-work, as communicated to Dealer by TMS/USA from time to time. <p><u>Product and Job Specific Training</u></p> <ul style="list-style-type: none"> • Dealer shall bear the cost of any training for Dealer employees that is not specific to the Services (vehicle product knowledge, finance product knowledge, tools and technology). Any training not provided by the Third Party Service Provider may need to be provided by the Dealer at their own cost in advance of or in conjunction with the training provided by the Third Party Service Provider. <p><u>Branding</u></p> <ul style="list-style-type: none"> • Dealer shall only advertise as directed by TMS/USA in the context of TCPP. <p><u>Marketing Covenant</u></p> <ul style="list-style-type: none"> • Dealer shall comply with the TMS/USA Dealer Marketing Covenant (TDMC), including abiding by the Minimum Allowable Advertised Price set forth in the TDMC. <p><u>Feedback</u></p> <ul style="list-style-type: none"> • Dealer shall provide feedback to TMS/USA in connection with TCPP in the form requested by TMS/USA, including responding to surveys and questionnaires provided by or on behalf of TMS/USA. This obligation shall continue throughout the Term. <p><u>Privacy Policy</u></p> <ul style="list-style-type: none"> • Dealer shall update its posted privacy policy to include accurate information regarding Dealer’s collection and sharing of Customer information (with TMS/USA and TMS/USA’s and Dealer’s third party service providers).
<p>Process Requirements</p>	<p><u>Order Process</u></p> <ul style="list-style-type: none"> • Customer submits order through the TCPP platform. • Dealer receives system notification of order. • Dealer accepts the order through the TCPP Platform. • When Dealer accepts the order, Dealer must: <ul style="list-style-type: none"> ○ invoice Customer for the order through Dealer DMS, as displayed in the TCPP Platform. ○ fulfill the order. ○ bill its Customer for the price of the Toyota Genuine Part(s) at their regular Customer discount and net of the rebate amount. <p style="text-align: center;">For clarity, see rebate example below:</p>

	Dealer Cost	MSRP	Minus Regular Customer Discount (25% example)	Minus rebate amount (10% example)
	\$60	\$100	\$75	\$69 (Sale Price to Customer)

○ deliver/convey invoice parts to Customer.

Return Process

- If Customer returns a Toyota Genuine Part(s) that qualified for a rebate, Dealer is required to utilize return functionality in the TCPP Platform within five (5) days of accepting a return from a Customer.
- If Dealer accepts an order and receives a cancellation of that order before having sent the part to Customer, Dealer must treat the cancellation as a return in the TCPP Platform.

Rebate Payment Process

- Subject to receipt from the Third Party Service Provider of the order confirmation and rebate amount, Dealer shall be paid at the end of the month following the month that the transaction occurred. Such payment shall appear on the Dealer Monthly Parts Statement.
- Rebates shall be paid net returns of Toyota Genuine Parts sold.

Additional Terms and Conditions

- TMS/USA may terminate Parts Marketing Administration (“PMA”) upon 30 days’ notice. Notwithstanding termination provisions in the Subscription Agreement, if TMS/USA terminates PMA, Dealer may remain on CollisionLink without PMA, or terminate their Subscription Agreement for CollisionLink without penalty.
- Only the sale of Toyota genuine auto parts (“**Toyota Genuine Parts**”) purchased from TMS/USA or TMS/USA’s authorized distribution channels will be considered for TCPP rebates.
- Dealer is prohibited from submitting requests for rebate payments for any gray market parts, aftermarket, salvage, etc. (Reference PANT Bulletin 2017-059 and 2015-006.)
- Dealer must adhere to the list price for each Toyota Genuine Part displayed to the Dealer’s Customer, as set forth on the TCPP Platform.
- Any available rebate shall be displayed next to the corresponding Toyota Genuine Part on the TCPP Platform.
- TMS/USA shall only pay rebates to Dealer for parts actually sold and delivered from Dealer parts inventory to a Customer who purchased parts from Dealer.
- TMS/USA reserves the right to make changes to program feature at its discretion for items including but not limited to program fees, parts on the program, and discount amounts.
- Dealer is prohibited from any misrepresentation of quantity of Toyota Genuine Parts sold.

	<ul style="list-style-type: none">• Without waiving termination rights, if the Dealer breaches any Requirement, TMS/USA has the right to cease payment of all earned or unearned rebate payments immediately.• TMS/USA shall have the right to use the rebate payments due to off-set any other obligations that Dealer has to Toyota under the Program and/or the governing Dealer Participation Agreement.
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CCCP RIDER

To Toyota Wholesale Toolbox Dealer Participation Agreement

CCC Promote Program

Optional Service Name (Code)	CCC Promote Program (“CCCP”)
Rider Effective Date	August 1, 2023
Third Party Service Provider	CCC Intelligent Solutions Inc. (“CCC”)
Subscription Agreement	Yes. Dealer must execute a Subscription Agreement for the CCC Parts Network (“ CCC Platform ”) to participate in CCCP. In the event the Dealer desires to cancel its subscription to CCCP, it will do so in accordance with the Subscription Agreement.
Fees	<ul style="list-style-type: none"> • Dealer shall pay to the Third Party Service Provider the fees set forth in the Subscription Agreement.
Enrollment	<ul style="list-style-type: none"> • To enroll, Dealer must visit <i>toyotapartsandservicehub.com</i> or such other URL or process designated by TMS/USA, and choose to enroll in CCCP.
Rebates	<ul style="list-style-type: none"> • Subject to Dealer’s compliance with all CCCP requirements, the Toyota Wholesale Toolbox Dealer Participation Agreement, and the Subscription Agreement, Dealer will be eligible to receive a rebate on qualified Toyota Genuine Parts sales completed through the CCC Promote Program. • Subject to receipt from the Third Party Service Provider of qualifying sales amounts, Dealer shall be paid by the end of the month following the month that the transaction occurred. Such payment shall appear on the Dealer Monthly Parts Statement. • Rebates shall be paid net returns of Toyota Genuine Parts sold.
Dealer Responsibilities	<p><u>Consulting</u></p> <ul style="list-style-type: none"> • For up to six (6) months following enrollment, Dealer shall require Dealer’s managers to participate in intermittent consulting sessions provided by the Third Party Service Provider. <p><u>Training</u></p> <ul style="list-style-type: none"> • Dealer shall allot sufficient time and resources for training of Dealer’s employees by the Third Party Service Provider including:

	<ul style="list-style-type: none"> ○ Training for Dealer’s managers on the supporting process for CCCP and corresponding new responsibilities; ○ Training for Dealer’s sales associates on supporting processes and new responsibilities; ○ Supporting audits by TMS/USA or TMS/USA’s third party auditor, in the event TMS/USA determines, in its sole discretion to audit Dealer, to ensure that Dealer’s employees are properly implementing CCCP, as well as onboarding new employees where needed. If Dealer determines that it is necessary to hire any new employees in order to participate in CCCP, Dealer commits to using best efforts to hire such employees prior to these trainings; and ○ Completing all assigned pre-work, as communicated to Dealer by TMS/USA from time to time. <p><u>Product and Job Specific Training</u></p> <ul style="list-style-type: none"> ● Dealer shall bear the cost of any training for Dealer employees that is not specific to the Services (vehicle product knowledge, finance product knowledge, tools and technology). Any training not provided by the Third Party Service Provider may need to be provided by the Dealer at their own cost in advance of or in conjunction with the training provided by the Third Party Service Provider. <p><u>Branding</u></p> <ul style="list-style-type: none"> ● Dealer will not specifically advertise or use Toyota marks for CCCP. <p><u>Marketing Covenant</u></p> <ul style="list-style-type: none"> ● Dealer shall comply with the TMS/USA Dealer Marketing Covenant (TDMC), including abiding by the Minimum Allowable Advertised Price set forth in the TDMC. <p><u>Feedback</u></p> <ul style="list-style-type: none"> ● Dealer shall provide feedback to TMS/USA in connection with CCCP in the form requested by TMS/USA, including responding to surveys and questionnaires provided by or on behalf of TMS/USA. This obligation shall continue throughout the Term. <p><u>Privacy Policy</u></p> <ul style="list-style-type: none"> ● Dealer shall update its posted privacy policy to include accurate information regarding Dealer’s collection and sharing of Customer information (with TMS/USA and TMS/USA’s and Dealer’s third party service providers).
<p>Process Requirements</p>	<p><u>Order Process</u></p> <ul style="list-style-type: none"> ● Customer commits/submits order through the CCCP Platform and agrees to displayed quantities, part numbers, and prices. ● Dealer receives system notification of order. ● Dealer accepts the order through the CCCP Platform.

	<ul style="list-style-type: none"> • When Dealer accepts the order, Dealer must: <ul style="list-style-type: none"> ○ invoice Customer through Dealer DMS for the order at the CCC Promote price, as displayed in the CCCP Platform. ○ close invoice in CCCP Platform to finalize and deliver invoice to Customer. ○ fulfill the order and deliver/convey invoiced parts to the Customer. <p><u>Return and Cancellation Process</u></p> <ul style="list-style-type: none"> • If Customer returns a Toyota Genuine Part(s) that qualified for a rebate, Dealer is required to enter into the CCCP Platform a credit invoice that references the original selling invoice. • If Dealer accepts and invoices an order and receives a cancellation of that order, Dealer must treat the cancellation as a return in the CCCP Platform.
<p>Additional Terms and Conditions</p>	<ul style="list-style-type: none"> • Only the sale of Toyota genuine auto parts (“Toyota Genuine Parts”) purchased from TMS/USA or TMS/USA’s authorized distribution channels will be considered for CCCP rebates. • Dealer is prohibited from submitting requests for rebate payments for any gray market parts, aftermarket, salvage, etc. (Reference PANT Bulletin 2017-059 and 2015-006.) • Dealer must adhere to and sell parts to the Customer at the CCC Promote price for each Toyota Genuine Part displayed to the Dealer’s Customer, as set forth on the CCCP Platform. • TMS/USA shall only pay rebates to Dealer for Toyota Genuine Parts actually sold from Dealer’s parts inventory, documented by the Dealer’s valid parts invoice, and delivered to the Customer who effected the purchase from Dealer through the CCCP Platform. • Dealer is prohibited from any misrepresentation of quantity of Toyota Genuine Parts sold. • Without waiving termination rights, if the Dealer breaches any Requirement, TMS/USA has the right to cease payment of all earned or unearned rebate payments immediately. • TMS/USA shall have the right to use the rebate payments due to off-set any other obligations that Dealer has to Toyota under the Program and/or the governing Dealer Participation Agreement.