

Plug In Prius Motor Vehicle License to Use Agreement
Between _____ and TOYOTA MOTOR SALES, U.S. A., INC.
(Fleet Account Version; Less than 90 Days)

Toyota Motor Sales, U.S.A., Inc., a California corporation, ("TMS/USA") permits _____, a body politic and corporate created and existing pursuant to _____ OR a _____ corporation, ("Fleet Customer") to use any 2010 Model Year Plug-In Prius vehicles, and/or any replacements thereof, tendered by TMS/USA to Fleet Customer (collectively, the "Vehicles") subject to the following assurances and understandings.

1.0 Fleet Customer may permit current employees, and only current employees, of Fleet Customer to use the Vehicles solely for the evaluation of the Vehicles and Fleet Customer's business purposes, so long as Fleet Customer shall make certain that each operator of a Vehicle (prior to being permitted to operate any Vehicle): (a) represents, warrants and agrees in writing to timely, fully and completely satisfy all of the terms and conditions set forth in a driver agreement that contains all of the material terms hereof (as mutually agreed upon by TMS/USA and Fleet Customer) with TMS/USA as an intended third party beneficiary of that agreement (each a "User Agreement"), and (b) is properly trained as to the use, charging and fueling of the Vehicle. Fleet Customer shall promptly provide TMS/USA with all User Agreements requested by TMS/USA. Each operator of a Vehicle satisfying the terms hereof is referred to herein as a "Fleet Customer Driver", and Fleet Customer shall only permit Fleet Customer Drivers to operate a Vehicle.

2.0 The principal contact for Fleet Customer under this agreement shall be the following:

Telephone: _____
Fax: _____
_____ @ _____

3.0 Fleet Customer represents, warrants and covenants to TMS/USA that all Fleet Customer Drivers:

3.1 are 21 years of age or older and possesses a valid driver's license issued within one of the States of the United States or the District of Columbia without restrictions (and is a legal resident of that jurisdiction), and each (i) has had no more than two moving violations in the three years preceding the date the User Agreement is executed by the Fleet Customer Driver, (ii) has had no serious violations in the five years preceding the date the User Agreement is executed by the Fleet Customer Driver (e.g., driving while under the influence, reckless driving, etc.), and (iii) has never been convicted of a hit-and-run offense. Fleet Customer authorizes TMS/USA to verify such conditions by (x) pulling motor vehicle driving records or report (and Fleet Customer shall obtain the written consent of each Fleet Customer Driver to the pulling of such records by TMS/USA), and/or (y) requesting copies of each Fleet Customer Driver's licenses. Fleet Customer shall confirm, prior to permission to operate any Vehicle, that each Fleet Customer Driver satisfies all internal Fleet Customer's policies for persons allowed to operate Fleet Customer fleet vehicles;

3.2 shall operate the Vehicle in a safe manner, for a lawful purpose, observing all applicable laws, rules and regulations, and following all instructions, recommendations and cautions of the representative(s) of TMS/USA at all times, including safety specifications regarding charging and/or operation of the Vehicle, wearing any eye or hearing apparatus required to operate the Vehicle safely, not driving under the influence, etc., and, if requested by TMS/USA, completing TMS/USA's approved plug-in Prius vehicle driver training course prior to operation of the Vehicle;

3.3 are not required to, nor did he/she, (i) use a Vehicle to maintain/obtain employment or any employment benefits with TMS/USA, Fleet Customer or any third party, or (ii) pay any amount/purchase any item to operate this Vehicle (except those costs specifically stated herein);

3.4 **UNDERSTAND THAT DRIVING-RELATED ACTIVITIES MAY BE HAZARDOUS AND THAT SERIOUS AND/OR MORTAL PERSONAL INJURIES AND/OR DAMAGES MAY BE SUSTAINED. NEVERTHELESS, EACH FLEET CUSTOMER DRIVER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO ASSUME THE FULL RISK OF BODILY INJURY, DEATH, PROPERTY DAMAGE OR ANY OTHER TYPE OR KIND OF INJURY OR DAMAGE THAT OCCURS;** and

3.5 have all right, power, and authority to execute the User Agreement, and execution of the User Agreement shall not violate any other agreement to which he/she is a party.

4.0 Fleet Customer shall only operate (or permit any person to operate) the Vehicle in the State of _____. Unless noted in writing at the time of delivery, Fleet Customer agrees that each Vehicle was in satisfactory condition at the time of delivery.

5.0 Fleet Customer shall be responsible for maintaining adequate records at all times of which person has custody of each Vehicle, and use reasonable due diligence to assure that each person timely and fully complies with all terms of the User Agreement. Fleet Customer shall timely enforce all terms of the User Agreements (and shall not waive and/or modify any terms thereof without in each instance the approval of TMS/USA). Fleet Customer shall comply with all applicable laws, rules and regulations in its performance hereunder, including maintenance of all required workers compensation insurance. TMS/USA may inspect any Vehicle,

and install, at any time, any equipment or make any repairs or changes to any Vehicle that TMS/USA deems are necessary or appropriate, and, notwithstanding any other terms hereof, TMS/USA shall not have any obligation to replace any Vehicle if damaged, destroyed or lost (for any reason and by any cause). At any time that Fleet Customer reasonably believes that there is any breach of any of the terms hereof and/or any User Agreement, and/or at TMS/USA's request, Fleet Customer shall immediately return the applicable Vehicle (including all original vehicle equipment, tool kits, manuals and 110 volt charging cord set) to TMS/USA in the same condition as received, reasonable wear and tear excepted, at the location TMS/USA originally tendered that Vehicle to Fleet Customer (or other mutually agreed upon location).

6.0 Fleet Customer shall not make (nor permit) any alterations or modifications to any of the Vehicles. The Vehicles (and any portion thereof) shall not be dismantled, disassembled or reverse engineered. TMS/USA may take possession of any of the Vehicles at any time, with or without cause, without prior notice. Fleet Customer has no ownership interest in, or any right to purchase, any of the Vehicles.

7.0 Fleet Customer shall not permit any of the Vehicles to be used or operated in a negligent manner, or in any manner as to void any insurance covering same. Fleet Customer shall not permit any of the Vehicles to become subject to any lien or encumbrance, or be used in any race or competitive event, for hire or as a public conveyance, or to pull trailers, or off established roadways. All occupants must wear seat belts or applicable child passenger restraints, and no smoking shall be permitted in or about any of the Vehicles. The Vehicles shall be locked at all times unattended. Only individuals who are trained to recharge and fuel the Vehicles shall do so. Fleet Customer shall pay all storage, traffic, parking or other charges or fines from the time of each Vehicle delivery until returned in compliance with this agreement.

8.0 Fleet Customer acknowledges that each of the Vehicles has features so information/data is wirelessly and remotely obtained from the Vehicle. Fleet Customer hereby consents and agrees (and shall advise all occupants that as a condition to riding in the Vehicle he/she must agree): (a) to such remote access, gathering and retrieval of information and/or data from the Vehicle, including mileage, fuel economy, number of miles traveled in electric mode, acceleration and braking pattern, battery performance, charging information, and location (collectively, "**Remote Information**"); (b) that TMS/USA and its designees may access, gather, transmit and/or use Remote Information in any manner and for any purposes that TMS/USA may elect; and (c) that TMS/USA owns all Remote Information.

9.0 Except as expressly required by law (e.g., a subpoena), Fleet Customer shall not disclose any Remote Information, and any other information TMS/USA identifies as confidential or proprietary to TMS/USA or its affiliated companies, and shall only use such information to support use of the Vehicles as permitted under this agreement. Fleet Customer Drivers may, however, make statements to news media and the public solely regarding his/her personal Vehicle experience. However, to comply with current laws, Fleet Customer shall cause each Fleet Customer Driver:

9.1 only to make statements that reflect his/her honest opinion, findings and/or experience based upon actual use of the Vehicle; and

9.2 prominently indicate in each statement that (i) the Fleet Customer Driver received complimentary use of the 2010 Plug In Prius; (ii) the statements made are those of the Fleet Customer Driver and not of Toyota, and only reflect the Fleet Customer Driver's experience, which may not be representative of all users' experiences; and (iii) Toyota does not warrant the accuracy, completeness and/or applicability of the information to any particular circumstance.

For example, if a Fleet Customer Driver elects to tweet, the Fleet Customer Driver should include disclaimers in a link indicating "Disclosures & Relationships" and clearly state in the tweet with a hash tag that TMS/USA provided complimentary use of the Vehicle (e.g., #spon). As TMS/USA may nevertheless be held responsible for such statements as advertisements and/or endorsements, Fleet Customer shall cooperate (and shall cause each applicable Fleet Customer Driver to cooperate) with TMS/USA should TMS/USA reasonably believe it is necessary to do so.

10.0 Fleet Customer shall **immediately report all collisions, damages, breakdowns or accidents to TMS/USA at 800-628-6433, but in no event later than twenty-four (24) hours after said occurrence**, and shall provide TMS/USA copies of all reports and forms necessary for insurance and/or compliance with applicable law. Fleet Customer shall not attempt to (nor permit others to) resolve any operational problem, collision, damages, breakdowns, accident and/or interruption himself/herself or with others (other than emergency professionals such as police, fire department, and/or paramedic personnel), and shall comply with TMS/USA's direction on steps to be taken. TMS/USA maintains automobile liability insurance for the Vehicles of One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and/or property damage and statutorily required uninsured/underinsured motorist insurance. Notwithstanding any of the other terms of this agreement, Fleet Customer shall be solely responsible for the first \$300 of damage to each Vehicle, regardless of cause of damage; provided, however, Fleet Customer shall not be responsible for said \$300 to the extent said amount is paid by a third party causing such damage. Fleet Customer shall only disclose the name of the automobile liability insurer and policy number provided by TMS/USA, but no other information regarding Vehicle insurance coverages that might be maintained by TMS/USA and/or its affiliated companies. Fleet Customer shall not agree to, nor offer, any settlement or compromise of claims with any third party relating to any collision, damages, breakdowns or accident, or any other damage to or loss of any of the Vehicles. **UNLESS OTHERWISE APPROVED BY CROSS COUNTRY AUTOMOTIVE SERVICES (at (800) 771-1841), FLEET CUSTOMER SHALL NOT (NOR PERMIT OTHERS TO) TOW OR TRANSPORT THE VEHICLE (OTHER THAN VIA ITS OWN POWER), e.g., the Vehicles shall not be towed or transported by flatbed carrier unless approved by Cross Country**

Automotive Services. If requested by TMS/USA, Fleet Customer shall take the applicable Vehicle to a designated Toyota dealership for maintenance and/or repair.

11.0 **FLEET CUSTOMER SHALL BE RESPONSIBLE FOR ANY AND ALL LOSS OR DAMAGES TO THE VEHICLE AND/OR THIRD PARTIES ARISING FROM FLEET CUSTOMER'S WILLFUL MISCONDUCT AND/OR BREACH OF THIS AGREEMENT, including without limitation, any willful misconduct and/or breach of this Agreement and/or any Use Agreement by any officer, director, employee, agent and/or representative of Fleet Customer, including any Fleet Customer Driver.**

12.0 Fleet Customer shall surrender each Vehicle to TMS/USA at the return date and location identified by TMS/USA to Fleet Customer at the time of tender of the Vehicle to Fleet Customer (and if not identified above, at the location where Fleet Customer initially obtained possession of the Vehicle from TMS/USA, or other mutually agreed upon location, no later than 90 days after receipt of the Vehicle, or other mutually agreed upon date and time, but if not mutually agreed upon, 48 hours after postmarked date written notice is given to Fleet Customer). Fleet Customer shall return each Vehicle (including all original vehicle equipment, tool kits, manuals and 110 volt charging cord set) in the same condition as received, reasonable wear and tear excepted. If Fleet Customer violates this agreement, TMS/USA or its representatives may take immediate possession of each Vehicle, including entering property where the Vehicle is stored, so long it is done lawfully and peacefully, and storing any personal property at Fleet Customer's expense or disposing of it in accordance with applicable law. These rights are in addition to any other rights or remedies provided under law or at equity.

13.0 THERE ARE NO WARRANTIES, PROMISES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE VEHICLES, EXCEPT AS SPECIFICALLY CONTAINED IN THE APPLICABLE VEHICLE'S OWNER'S GUIDE. UNDER NO CIRCUMSTANCES SHALL TMS/USA BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS OR ANTICIPATED PROFITS.

14.0 FLEET CUSTOMER SHALL NOT ASSIGN, PLEDGE, TRANSFER OR ENCUMBER THIS AGREEMENT, NOR ANY RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT; provided, however, that Fleet Customer may permit the Fleet Customer Drivers to operate the Vehicles to the extent permitted hereunder. This agreement does not create a principal/agent, employer/employee, master/servant, partnership nor joint venture relationship between TMS/USA and Fleet Customer (or between TMS/USA and any Fleet Customer Driver). If any provision herein is held to be invalid, it shall be considered to be amended to conform to existing law, and it shall not invalidate the remaining provisions of this agreement. No amendment of this agreement (or waivers) shall be effective unless agreed to in writing by TMS/USA and Fleet Customer. This agreement embodies the entire agreement and Fleet Customer has not relied on any other representation or statement not set forth herein. This agreement shall be construed and interpreted in accordance with the laws of the State of California without regard to conflicts of laws principles therein. This agreement may be executed in counterparts, each of which shall be deemed to constitute an original, and all of which together shall constitute one and the same agreement.

The parties hereto have read, fully understand, and voluntarily agree to the above terms and conditions, and intend to be legally bound thereby. In Witness Whereof, the duly-authorized representatives of the parties hereto have executed this agreement effective as of the earlier of: (a) the date the first Plug In Prius is tendered to Fleet Customer by TMS/USA, and (b) the date both parties hereto have executed this agreement.

By: _____ Date: _____
(Signature of Fleet Customer)

Print Name: _____ Title: _____

Fleet Customer taxpayer identification number: _____

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

By: _____ Date: _____
(Signature of Toyota Motor Sales, U.S.A., Inc.)

Print Name: _____ Title: _____

Vehicle VINs: _____ Color: _____ License Plate: _____

Problems with condition of Vehicles at initial delivery: _____