SONOS, INC. TERMS OF USE, LICENCE, AND WARRANTY AGREEMENT

Last Update: September 2026

This is an agreement between you (“You”) and Sonos, Inc. (with its Affiliates, “Sonos”, “we”, “us”, or “our”). Before using Sonos products and/or services, please read these “Terms of Use”, “Licence and Warranty Agreement”, and other applicable terms mentioned herein (collectively, this “Agreement”). Please see our “Privacy Statement” to understand how we collect and process Your personal information.

This Agreement governs Your use of all Sonos product(s), whether purchased now or in the future, which include the hardware, software, application(s), including but not limited to mobile and desktop, and any related firmware and documentation (collectively, the “Product(s)”) and services such as Sonos Radio and Sonos Voice Control (including Classic Sonos Voice Control and Sonos 27voice) (collectively, the “Services”) provided to You by Sonos.

PLEASE REVIEW SECTION 13, TITLED “DISPUTE RESOLUTION” CAREFULLY, AS IT SETS FORTH HOW THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION, AS WELL AS YOUR RIGHT TO OPT OUT OF SUCH PROVISION. IT IS IMPORTANT YOU READ THE TERMS OF THIS AGREEMENT BEFORE PURCHASING, DOWNLOADING, REGISTERING AND/OR OTHERWISE USING SONOS PRODUCTS AND/OR SERVICES.

By purchasing, downloading, registering, and/or otherwise using Sonos Products and/or Services, You are representing that You are over the age of 18, You have the right and authority to legally bind Yourself or Your company, as applicable, and You signify Your agreement to be bound by terms of this Agreement. If You do not agree to all these terms or cannot make such representations, do not purchase, download, register, or otherwise use Sonos Product and/or Services.

TERMS OF USE

1. AGE

a. We do not sell products for purchase by children.

b. We do not knowingly collect, use or disclose personal information from children under 18, or equivalent minimum age in the relevant jurisdiction. If You are under 18, You may use the Products and/or Services only with involvement and consent of a parent or guardian.

2. SONOS ACCOUNT, SYSTEM REQUIREMENTS, COMPATIBLE DEVICES AND USAGE

a. Use of Product and/or Services may require a unique username and password combination (“Login Credentials”). Where Login Credentials are required for use of a Product and/or Service, during the set-up process, the Sonos App will ask You to set up an account and register Your Product with Sonos. As part of this registration, You will need to set up a Sonos account (“Sonos Account”). Use of a Sonos Account is governed by

the Sonos Account Terms and Conditions, available at sonos.com/legal/account-terms, which are incorporated into this Agreement by reference. It is Your responsibility to ensure confidentiality and security of Your Login Credentials. By registering, You agree that You are fully responsible for all activities that occur under Your Sonos Account. We may assume that all communications that we receive under Your Sonos Account come from You.

b. Certain Sonos Products and/or Services may not work properly without a Sonos Account and a working WiFi network in Your home that is connected to reliable internet access with sufficient bandwidth and/or a Bluetooth connection. Other third-party hardware and/or technology elements may also be required for use of some or all of the Product and/or Services, such as a compatible third-party device (e.g., laptop, tablet, or a mobile phone device) with access to the Sonos App. It is Your responsibility to ensure that You have all required elements and that they are compatible and properly configured. With Your permission, Sonos may use Bluetooth on Your compatible third-party device, without prior notification, but subject to Your device settings, to facilitate proper operation of the Product and/or Services and to enable certain features.

c. Some of the Product and/or Services features will enable You to use third-party content, services and technology ("Third-Party Content and Technology"). Please note that use of such Third-Party Content and Technology, via the Product and/or Services, is subject to the third parties' terms of use or service and their respective privacy notices. We encourage You to read these third parties' terms carefully before You enable them on Your Sonos Products.

d. You acknowledge that many features, including Third-Party Content and Technology, of the Product and Services transmit data over WiFi and could impact charges to Your data plan, and that You are responsible for any such charges.

e. Sonos Radio, our radio streaming service section of the Sonos App, is subject to additional Sonos Radio Terms and Conditions of Use ("Sonos Radio Terms"), available at www.sonos.com/legal/sonos-radio-terms, and are incorporated into this Agreement. By using Sonos Radio, You agree to the Sonos Radio Terms.

f. Sonos Voice Control ("SVC") is available in two tiers: (i) Classic Sonos Voice Control, which processes all voice commands on Your Sonos device with no audio data sent to Sonos servers; and (ii) Sonos 27voice, a new AI-assisted tier that processes commands using cloud-based artificial intelligence and supports a broader range of voice interactions. You may use SVC only on or through SVC-enabled Sonos Products, and only for personal and non-commercial use. A WiFi network connection is required to activate SVC; a WiFi or Bluetooth connection is required for ongoing use. SVC may not be available in all areas or on all Products.

i. Sonos 27voice is an artificial intelligence system, not a human. It uses machine learning to interpret Your spoken commands and to generate responses.

ii. Use of Sonos 27voice is subject to additional terms, set out in the Sonos Voice Control Addendum ("SVC Addendum") available at sonos.com/legal/svc-addendum, which are incorporated into this Agreement by reference. The SVC Addendum covers the two-tier architecture, Your choice to upgrade to or revert from Sonos 27voice, SVC-specific data commitments, and SVC-specific intellectual property provisions.

iii. For information on how Sonos uses data, including Your personal data, to enable SVC and Sonos 27voice, please review our Privacy Statement at sonos.com/legal/privacy.

g. Sonos MCP (“MCP”) is a feature that You can enable that authorizes a third-party AI assistant to access and control Your Sonos System through a limited set of functions. Use of MCP is governed by the Sonos MCP Addendum, available at sonos.com/legal/mcp-addendum, which is incorporated into this Agreement by reference. While MCP is offered on an Early Access basis, the Early Access Terms (Section 15) also apply and take precedence over any conflicting provisions in this Agreement.

3. TELEMETRY DATA COLLECTION NOTICE AND CONSENT TO USE OF DATA

We want to ensure that You have a clear understanding of how our Products work and the data we collect to enhance Your experience. When You use our Products, we collect certain telemetry data to improve device performance and provide You with the best possible service. Certain Product Software features may require information from Your Product to provide their respective functions or features, including Third-Party Content and Technology. When You turn on or otherwise enable and/or use these functions or features, including Third-Party Content and Technology, certain usage data may be processed by Sonos and/or shared with third parties. You have the right to access, correct, or delete any data we collect, as outlined in our Privacy Statement. For a more comprehensive understanding of how we handle data, please review our Privacy Statement at www.sonos.com/legal/privacy, where You can find detailed information about our data collection, usage, retention practices, and the measures we take to safeguard Your information.

4. THIRD-PARTY CONTENT AND TECHNOLOGY, SERVICES, AND MATERIALS

For the avoidance of doubt, this Section 4 addresses Sonos providing You access to third-party content, services, and technology through the Product. It does not address Sonos MCP, which instead allows a third-party AI assistant of your choice to access and control Your Sonos System. MCP is addressed in Section 2(g) above and the MCP Addendum.

a. From time to time, Sonos may provide access to third-party content providers via the Product. In addition, Sonos may support or provide access through the Product to certain third-party services or technologies, including but not limited to specific file formats or codecs. Sonos reserves the right to discontinue access to and/or support for any third-party service, content, or technology at any time, and for any reason.

b. Product Software may enable or provide access to the third-party content, features, and services such as music services, voice control, and other third-party services (collectively referred to as “Third-Party Services”). Use of these Third-Party Services may require internet access, may require You to accept additional terms, and may be subject to additional fees.

c. You understand that by using any of the Third-Party Services on a Sonos Product, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search may automatically and unintentionally generate references to objectionable material. Nevertheless, You agree to use the Third-Party Services at Your sole risk and that Sonos, its affiliates, agents, principals, or licensors shall have no liability to You for content that may be found to be offensive, indecent, or objectionable.

d. Certain Third-Party Services may display, include, or make available content, data, information, applications, or materials from other third parties (“Third-Party Materials”) or provide links to certain third-party websites. By using the Third-Party Services, You acknowledge and agree that Sonos is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of such Third-Party Materials. Sonos, its officers, affiliates, and subsidiaries do not warrant or endorse and do not assume and will not have any liability or responsibility to You or any other person for any Third-Party Materials or websites, or for any other materials, products, or services of third parties. Third-Party Materials and links to other websites are provided solely as a convenience to You.

e. Third-Party Services and Third-Party Materials that may be accessed, linked to, or displayed on or otherwise accessed via the Products are not available in all languages or in all countries or regions. Sonos makes no representation that such Third-Party Services and Third-Party Materials are appropriate or available for use in any particular location. To the extent You choose to use or access such Third-Party Services and Third-Party Materials, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws.

f. Sonos reserves the right to change, suspend, remove, disable, or disable access to any Third-Party Content and Technology, Services, and/or Third-Party Materials at any time and for any reason without notice. In no event will Sonos be liable for the removal of or disabling of access to any such Third-Party Services and/or Third-Party Materials. Sonos may also impose limits on the use of or access to certain Third-Party Services or Third-Party Materials, in any case and without notice or liability.

g. Sonos makes no representations or warranties whatsoever regarding the selection of, continuing support for, or continuing access to any such Third-Party Services and/or Third-Party Materials.

h. Sonos makes no warranties or representations that any particular Third-Party Services and/or Third-Party Materials will be accessible, available, function in any particular manner, or function at all for any length of time.

i. The fact that a particular Third-Party Service and/or Third-Party Material is displayed or mentioned on any Product packaging or marketing material does not constitute a representation that such Third-Party Service and/or Third-Party Material will be accessible, available, function in any particular manner, or function at all for any length of time.

j. Sonos and Third-Party Service providers providing any service, technology, or content accessible through the Product reserve the right to remove information from their servers, prevent access to their servers, or change or eliminate product offerings or services for any reason that Sonos or said third parties deem sufficient in their sole discretion at any time, without notice.

LICENCE AND WARRANTY AGREEMENT

5. SOFTWARE

a. **Software.** The software, as embedded in the Product for the purpose of operating the Products, documentations, interfaces, content, fonts, and any data that came with Your Product (“Original Product Software”), as may be updated or replaced by feature enhancements, software updates, or system restore

software provided by Sonos (“Product Software Updates”), whether in read-only memory, on any other media, or in any other form (the Original Product Software and Product Software Updates are collectively referred to as the “Product Software” or “Software”), are licensed, not sold, to You by Sonos, Inc. for use only under the terms of this Agreement. For clarity, Software includes Sonos Application (collectively, the “Sonos App” or “App”) which means all Sonos applications (e.g., mobile or desktop App) developed by Sonos that provides access to Product and/or Services, Sonos’s settings, Sonos-related content, and other features and services including access to Third-Party Content and Technology. You agree that the terms of this Agreement will apply to any Product, Service, Sonos App that may be built-in on Your Product, unless such App is accompanied by a separate licence, in which case You agree that the terms of that licence will govern Your use of that App.

b. **Software Updates.** Sonos shall have no obligation to provide any updates or upgrades to any aspect of the Product or Services. Sonos, at its discretion, may make available future Product Software Updates. In the event that Sonos does provide such update or upgrade, such updates or upgrades and any related documentation shall be deemed the Product. The Product Software Updates, if any, may not necessarily include all existing software features or new features that Sonos releases for newer or other models of Product. The terms of this Agreement will govern any Product Software Updates provided by Sonos, unless such Product Software Update is accompanied by a separate agreement, in which case You agree that the terms of that agreement will govern.

c. **Automatic Software Updates.** We may, from time to time, develop patches, bug fixes, updates, upgrades, and other modifications to improve the performance of the Product and/or Services. These may be automatically installed without providing any additional notice. Unless You disable automatic Product Software Updates, Your Product will periodically check with Sonos for updates to the Product Software and, if one is available, the update will automatically download and install onto Your Product. By using the Product and/or Service, You agree that Sonos may download and install automatic Product Software Updates onto Your Product, unless You have opted out of automatic Product Software Updates. You can turn off the automatic Product Software Updates at any time by going to settings in the Sonos App.

6. GRANT OF LICENCE

a. Subject to the terms and conditions of this Agreement, Sonos grants to You a worldwide, non-exclusive, non-transferable, personal licence (without the right to sub-license) to: (i) use the Software as embedded in the Product for the purpose of operating the Product or Services, and (ii) use the Sonos Application portion(s) of the Software on any personal computer or mobile device owned or controlled by You during the Term. You may not transfer the Software to any other computing device or otherwise remove the Software from the Product.

b. You agree not to copy, modify, reverse engineer, decompile, or disassemble the Product to the extent that such restriction is not prohibited by law. Except for the limited licence granted herein, Sonos and its suppliers hereby retain all right, title and interest in and to all worldwide intellectual property rights embodied in the Products, Services, and the Software. All other rights are reserved by Sonos.

c. You acknowledge and agree that the technology embedded in and used to create the Product constitute the valuable trade secrets, intellectual property and know-how of Sonos. To the extent You come into possession through authorized use of the Product of any such trade secrets and/or intellectual property, You will not disclose

them to any third party. Sonos Products are also protected by one or more patents. For more information, please see: www.sonos.com/legal/patents.

7. TERM OF AGREEMENT

a. You may terminate this Agreement at any time by notifying Sonos, discontinuing use of the Product, and purging the Software from Your third-party computing device.

b. This Agreement will automatically terminate if You violate any of its terms.

c. Sections 6(b), 8, 9, 10(d), 11, and 13 shall survive termination or expiration for any reason.

8. COMPLIANCE WITH COPYRIGHT LAWS

a. Sonos complies with U.S. and international copyright laws and in consideration of the licences granted herein, You agree to do the same.

b. You acknowledge that unauthorized copying or distribution of music or other content accessed using the Product ("Content") is prohibited by such copyright laws, and You agree that You will not, directly or indirectly, copy or distribute any Content without the express written authorization of the copyright holder(s).

c. You agree to indemnify and hold harmless Sonos and its licensors from and against any and all claims, suits, losses, damages, liabilities, costs, and expenses incurred by Sonos or its licensors arising out of or related to Your failure to comply with the terms of this Section 8.

9. YOUR PRIVACY AND DATA PROTECTION

a. Sonos has developed a Privacy Statement in order to inform You of its practices with respect to collection, use, disclosure, and protection of personal information Sonos processes. You can find the Sonos Privacy Statement, which is incorporated into this Agreement, at www.sonos.com/legal/privacy.

b. By using Sonos Product and/or Services, You agree to the terms of the Privacy Statement. At all times, Your personal information is processed in accordance with the Sonos Privacy Statement. It is important that You read and understand the terms of the Privacy Statement.

c. If You have questions regarding our Privacy Statement, please contact us at privacy@sonos.com.

10. WARRANTY AND DISCLAIMER

a. **Warranty.** Subject to the conditions set forth in this Section 10, Sonos warrants to You that for a period of one (1) year after the date of original purchase of the Product, the Product will be free from defects in materials and workmanship.

b. SONOS DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR WILL BE ERROR-FREE, OR THAT ALL ERRORS AND OR DEFECTS MAY BE CORRECTED; THAT THE FUNCTIONS, FEATURES, OR SERVICES PERFORMED OR PROVIDED, INCLUDING THIRD-PARTY

FEATURES AND SERVICES, CONTAINED IN THE PRODUCT SOFTWARE WILL MEET YOUR REQUIREMENTS; THAT ANY FEATURES, FUNCTIONS, OR SERVICE WILL CONTINUE TO BE MADE AVAILABLE; THAT THE PRODUCT SOFTWARE WILL BE COMPATIBLE OR WORK WITH ANY THIRD-PARTY SOFTWARE, APPLICATIONS OR THIRD-PARTY SERVICES. IF YOU ARE A CONSUMER, THIS WARRANTY IS IN ADDITION TO AND DOES NOT AFFECT YOUR STATUTORY RIGHTS. EXCEPT AS SET FORTH IN SECTION 10(D) AND SUBJECT TO ANY MANDATORY CONSUMER PROTECTION LAWS TO THE CONTRARY, SONOS'S SOLE LIABILITY, AND YOUR SOLE REMEDY, FOR BREACH OF THE FOREGOING WARRANTY WILL BE, AT SONOS'S SOLE DISCRETION, REPAIR OR REPLACEMENT OF THE PRODUCT, OR, IF NEITHER OF THE FOREGOING ARE REASONABLY AVAILABLE, A REFUND OF THE AMOUNT YOU PAID, LESS AMOUNTS ATTRIBUTABLE TO YOUR PRIOR USE.

c. **Limitations.** The foregoing warranty does not extend to problems in the Product that result from: (i) Your failure to implement all bug fixes or error corrections to the Product which are made available by Sonos; (ii) any use of the Product in a manner for which it was not designed or as not authorized under this Agreement; or (iii) any use of the Product with other products, hardware, or products not supplied by, and inconsistent with the documentation provided by, Sonos. Furthermore, Sonos exclusively sells its Products either directly or through authorized dealers and authorized online resellers. Purchase of a Product from or through anyone (including any retailer, reseller, or any online source) other than Sonos, an authorized dealer, or authorized online reseller VOIDS any otherwise applicable warranty offered by Sonos on such Product, regardless of the condition of such Product or whether the Product is "new" or "used." Notwithstanding the foregoing, the limitations and terms set forth in Section 10(c) shall not apply to the extent a Product meets the definition of a "consumer product" under the Magnuson-Moss Warranty Act.

d. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH ABOVE, SONOS MAKES NO WARRANTIES, OTHER THAN THOSE IMPLIED BY STATUTE, WITH RESPECT TO THE PRODUCT. SONOS AND ITS SUPPLIERS HEREBY SPECIFICALLY DISCLAIM ALL OTHER SUCH WARRANTIES AND CONDITIONS. YOU ASSUME ALL RESPONSIBILITIES FOR SELECTION OF THE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION AND USE OF THE PRODUCT. INSTALLATION OF PRODUCT SOFTWARE MAY AFFECT THE AVAILABILITY AND USABILITY OF THIRD-PARTY SOFTWARE, APPLICATIONS OR SERVICES, AS WELL AS OTHER SONOS PRODUCTS AND/OR SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SONOS OR A SONOS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

11. LIMITATION OF LIABILITY

a. TO THE MAXIMUM EXTENT ALLOWED UNDER LAW, IN NO EVENT WILL SONOS OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR INDIRECT DAMAGES, AND INCLUDING BUT NOT LIMITED TO, COST OF COVER, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING FROM THE USE OF (OR INABILITY TO USE) THE PRODUCT, AND/OR SERVICES, NO MATTER HOW CAUSED AND ON ANY THEORY OF LIABILITY.

b. IN NO EVENT SHALL SONOS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT UNLESS OTHERWISE REQUIRED BY LAW.

c. The limitations in Section 11 will apply even if Sonos, its suppliers, or dealers have been advised of the possibility of such damage or of any type of use intended by You. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. You acknowledge that these limitations reflect a reasonable allocation of risk.

d. The limitation in this Section 11 shall not apply to damage resulting from willful misconduct or gross negligence on the part of Sonos. The limitations of this Section 11 shall further not apply to damage resulting from loss of life or personal injury caused by wilful misconduct or negligence or breach of contract by Sonos or its directors or any third party Sonos has used to fulfill its contractual obligations towards You. With regards to product liability, the limitations in this Section 11 shall apply only to the extent permitted by mandatory rules regarding product liability.

e. The limitations in this Section 11 shall not affect Your statutory rights as a consumer.

12. INFRINGEMENT INDEMNITY

a. **Indemnity.** Sonos shall defend or settle any claim, demand, suit, proceeding, or action ("Claim") against You to the extent that such Claim is based on an allegation that any portion of the Product and/or Services, as furnished to You under this Agreement and used as authorized in this Agreement, infringes any third party's copyright or misappropriates such third party's trade secrets, provided that You: (i) give prompt written notice of the Claim to Sonos; (ii) give Sonos the exclusive authority to control and direct the defence or settlement of such Claim; and (iii) give Sonos, at Sonos's expense (except for the value of Your time), all necessary information and assistance with respect to the Claim. Sonos shall pay all settlement amounts, damages, and costs finally awarded to the extent attributable to such Claim. You may participate in the defence of the Claim at Your expense. Sonos will not be liable for any costs or expenses incurred without its prior written authorization.

b. **Limit on Indemnity.** The foregoing notwithstanding, Sonos shall have no liability for a Claim to the extent based on: (i) the use by You of any Product more than thirty (30) days after Sonos notifies You in writing that continued use of the Product may give rise to such Claim and offers, in return for You ceasing all further use of the Product, to refund the price paid by You for the Product less amounts attributable to Your prior use; (ii) the combination of the Product, or any part thereof, with other hardware or products not provided by Sonos, which Claim would have been avoided if the Products had not been so combined; or (iii) use of the Products other than as authorized under this Agreement.

c. **Entire Liability.** THE FOREGOING PROVISIONS OF THIS SECTION 12 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF SONOS, AND YOUR EXCLUSIVE REMEDY, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT BY THE PRODUCT.

13. DISPUTE RESOLUTION

PLEASE READ THIS "DISPUTE RESOLUTION" SECTION CAREFULLY, AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE OR PARTICIPATE IN A LAWSUIT FILED IN COURT.

a. **Informal dispute resolution procedure.** If a dispute arises between You and Sonos, we are committed to working with You to reach a reasonable resolution. For any such dispute, both parties acknowledge and agree that they will first make a good-faith effort to resolve it informally before initiating any formal dispute resolution proceeding in arbitration or otherwise. This requires first sending a written description of the dispute to the other party. For any dispute You initiate, You agree to send the written description of the dispute along with the email address associated with Your account to the following email address: legal@sonos.com. For any dispute that Sonos initiates, we will send our written description of the dispute to the email address associated with Your Sonos account. The written description must be on an individual basis and provide, at minimum, the following information: Your name; a description of the nature or basis of the claim or dispute; and the specific relief sought. If the dispute is not resolved within sixty (60) days after receipt of the written description of the dispute, You and Sonos agree to the further dispute resolution provisions below.

The aforementioned informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding. The parties agree that any relevant limitations period and filing fees or other deadlines will be tolled while the parties engage in this informal dispute resolution process.

b. **Mutual arbitration agreement.** You and Sonos agree that all claims, disputes, or disagreements that may arise out of the interpretation or performance of the Agreement, which includes the Terms of Use and Licence and Warranty Agreement (including its formation, performance, and breach) or payments by or to Sonos, or that in any way relate to the provision or use of the Product(s) or Services, Your relationship with Sonos, or any other dispute with Sonos, shall be resolved exclusively through binding arbitration in accordance with this Section 13 (collectively, the "Arbitration Agreement"). This includes claims that arose, were asserted, or involve facts occurring before the existence of this Arbitration Agreement or any prior agreement as well as claims that may arise after the termination of this Arbitration Agreement, in accordance with the notice and opt-out provisions set forth in Section 13's (j) and (k). This Arbitration Agreement is governed by the Federal Arbitration Act ("FAA") in all respects and evidences a transaction involving interstate commerce. You and Sonos expressly agree that the FAA shall exclusively govern the interpretation and enforcement of this Arbitration Agreement. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which You reside shall apply.

Except as set forth in this Section 13(b), the arbitrator or arbitration body, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of the Agreement (including the Terms of Use and Licence and Warranty Agreement) and this Arbitration Agreement, including but not limited to any claim that all or any part thereof are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment). The arbitrator or arbitration body shall be empowered to grant whatever relief would be available in a court under law or in equity.

Notwithstanding the parties' decision to resolve all disputes through arbitration, each party retains the right to (i) elect to have any claims resolved in small claims court on an individual basis for disputes and actions within the scope of such court's jurisdiction, regardless of what forum the filing party initially chose; (ii) bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" in this context means patents, copyrights, moral rights, trademarks, and trade secrets and other confidential or proprietary information, but not privacy or publicity rights); and (iii) seek a declaratory judgment, injunction, or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court. Seeking such relief shall not waive a party's right to arbitration under this agreement, and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed pending the outcome of such action.

You and Sonos agree to submit to the personal jurisdiction of any federal or state court in Santa Barbara, California in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator; and in connection with any such proceeding, further agree to accept service of process by U.S. mail and hereby waive any and all jurisdictional and venue defences otherwise available.

Except as set forth in Section 13(c) below, if any provision of this Arbitration Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions thereof remain in full force and effect.

THE PARTIES UNDERSTAND THAT ARBITRATION MEANS THAT AN ARBITRATOR AND NOT A JUDGE OR JURY WILL DECIDE THE CLAIM, AND THAT RIGHTS TO PREHEARING EXCHANGE OF INFORMATION AND APPEALS MAY BE LIMITED IN ARBITRATION. **YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU AND SONOS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

c. **Class arbitration and collective relief waiver.** YOU AND SONOS ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT AS SET OUT OTHERWISE IN THIS SECTION 13(c) AND SECTION 13(g) BELOW, ANY ARBITRATION SHALL BE CONDUCTED IN AN INDIVIDUAL CAPACITY ONLY AND NOT AS A CLASS OR OTHER CONSOLIDATED ACTION AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOUR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE AN INDIVIDUAL PARTY'S CLAIM, UNLESS SONOS PROVIDES ITS CONSENT TO CONSOLIDATE IN WRITING.

If there is a final judicial determination that either the Class Arbitration and Collective Relief Waiver or the provisions in Section 13(g) are not enforceable as to a particular claim or request for relief, then the parties agree that that particular claim or request for relief may proceed in court but shall be severed and stayed pending arbitration of the remaining claims. This provision does not prevent You or Sonos from participating in a class-wide settlement of claims.

d. **Arbitration rules.** The arbitration will be administered by National Arbitration and Mediation ("NAM") and resolved before a single arbitrator. If NAM is not available to arbitrate, the parties will select an alternative arbitration provider, but in no event shall any arbitration be administered by the American Arbitration Association.

Except as modified by this "Dispute Resolution" provision, NAM will administer the arbitration in accordance with the NAM Comprehensive Dispute Resolution Rules and Procedures, Fees For Disputes When One of the Parties is a Consumer, and the Mass Filing Supplemental Dispute Resolution Rules and Procedures in effect at the time any demand for arbitration is filed with NAM, excluding any rules or procedures governing or permitting class or representative actions. The applicable NAM rules and procedures are available at www.namadr.com or can be obtained by emailing National Arbitration and Mediation's Commercial Department at commercial@namadr.com.

e. **Initiating arbitration.** Only after the parties have engaged in a good-faith effort to resolve the dispute in accordance with the Informal Dispute Resolution Procedure provision, and only if those efforts fail, then either party may initiate binding arbitration as the sole means to resolve claims using the procedures set forth in the applicable NAM rules. If You are initiating arbitration, a copy of the demand shall also be emailed to legal@sonos.com. If Sonos is initiating arbitration, it will serve a copy of the demand to the email address associated with Your Sonos account. The arbitrator has the right to impose sanctions in accordance with the NAM rules and procedures for any frivolous claims or submissions the arbitrator determines have not been filed in good faith, as well as for a party's failure to comply with the Informal Dispute Resolution Procedure contemplated by this Agreement.

f. **Arbitration location and procedure.** If You are a resident of the United States, the arbitration will be conducted in the county where You reside, and if You are not a resident of the United States, the arbitration shall be conducted in Santa Barbara, CA, United States of America, unless You and Sonos otherwise agree or unless the designated arbitrator determines that such venue would be unreasonably burdensome to any party, in which case the arbitrator shall have the discretion to select another venue. If the amount in controversy does not exceed $10,000 and You do not seek injunctive or declaratory relief, then the arbitration will be conducted solely on the basis of documents You and Sonos submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If the amount in controversy exceeds $10,000 or You seek declaratory or injunctive relief, either party may request (or the arbitrator may determine) to hold a hearing, which shall be via video conference or telephone conference unless the parties agree otherwise.

Subject to the applicable NAM rules and procedures, the parties agree that the arbitrator will have the discretion to allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute. Unless otherwise prohibited by law, all arbitration proceedings will be confidential and closed to the public and any parties other than You and Sonos (and each of the parties' authorized representatives and agents), and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award (provided that the party seeking confirmation shall seek to file such records under seal to the extent permitted by law).

g. **Batch arbitration.** To increase the efficiency of administration and resolution of arbitrations, in the event 100 or more similar arbitration demands (those asserting the same or substantially similar facts or claims, and seeking the same or substantially similar relief) presented by or with the assistance or coordination of the same law firm(s) or organization(s) are submitted to NAM (or another arbitration provider selected in accordance with Section 13(d) if NAM is unavailable) against Sonos within reasonably close proximity ("Mass Filing"), the parties agree (i) to administer the Mass Filing in batches of 100 demands per batch (to the extent there are fewer than 100 arbitration demands left over after the batching described above, a final batch will consist of the remaining

demands) with only one batch filed, processed, and adjudicated at a time; (ii) to designate one arbitrator for each batch; (iii) to accept applicable fees, including any related fee reduction determined by NAM (or another arbitration provider selected in accordance with Section 13(d) if NAM is unavailable) in its discretion; (iv) that no other demands for arbitration that are part of the Mass Filing may be filed, processed, or adjudicated until the prior batch of 100 is filed, processed, and adjudicated; (v) that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by Sonos and the claimants, shall only be due after Your demand for arbitration is included in a set of batch proceedings and that batch is properly designated for filing, processing, and adjudication; and (vi) that the staged process of batched proceedings, with each set including 100 demands, shall continue until each demand (including Your demand) is adjudicated or otherwise resolved. Arbitrator selection for each batch shall be conducted to the greatest extent possible in accordance with the applicable NAM rules and procedures for such selection, and the arbitrator will determine the location where the proceedings will be conducted. **You agree to cooperate in good faith with Sonos and the arbitration provider to implement such a "batch approach" or other similar approach to provide for an efficient resolution of claims, including the payment of combined reduced fees, set by NAM in its discretion, for each batch of claims**. The parties further agree to cooperate with each other and the arbitration provider or arbitrator to establish any other processes or procedures that the arbitration provider or arbitrator believe will provide for an efficient resolution of claims. Any disagreement between the parties as to whether this provision applies or as to the process or procedure for batching shall be resolved by a procedural arbitrator appointed by NAM. This "Batch Arbitration" provision shall in no way be interpreted as increasing the number of claims necessary to trigger the applicability of NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures or authorizing class arbitration of any kind. Unless Sonos otherwise consents in writing, Sonos does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in section 13(c) above and this section 13(g). If Your demand for arbitration is included in the Mass Filing, Your claims will remain tolled until Your demand for arbitration is decided, withdrawn, or settled.

h. **Arbitrator's decision.** The arbitrator will render an award within the time frame specified in the applicable NAM rules and procedures. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the arbitral forum's rules, and this Arbitration Agreement. The parties agree that the damages and/or other relief must be consistent with section 13(c) above and also must be consistent with the terms of the "Limitation of Liability" section of the Agreement as to the types and the amounts of damages or other relief for which a party may be held liable. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Attorneys' fees will be available to the prevailing party in the arbitration only if authorized under applicable substantive law governing the claims in the arbitration.

i. **Fees.** You are responsible for Your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise. The parties agree that NAM has discretion to reduce the amount or modify the timing of any administrative or arbitration fees due under NAM's Rules where it deems appropriate (including as specified in Section 13(g)), provided that such modification does not increase the costs to You, and You further agree that

You waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by NAM does not constitute a default, waiver, or breach of this Section 13 while such challenge remains pending before NAM, the arbitrator, and/or a court of competent jurisdiction, and that any and all due dates for those fees shall be tolled during the pendency of such challenge.

j. **Right to opt-out of the Arbitration Agreement. IF YOU DO NOT WISH TO BE BOUND BY THE "ARBITRATION AGREEMENT" AS SET FORTH IN THIS "DISPUTE RESOLUTION" SECTION 13, THEN:** (1) You must notify Sonos in writing within thirty (30) days of the date that You purchased a single Sonos Product or otherwise become subject to this Arbitration Agreement (or any subsequent changes to the provisions of the section titled "Dispute Resolution"); (2) Your written notification must be mailed to Sonos at 301 Coromar Dr., Goleta, CA 93117, Attn: Legal Department or emailed to arb-opt-out@sonos.com and (3) your written notification must include (a) Your name, (b) Your address, (c) the date You purchased the product, if applicable and (d) a clear statement that You wish to opt out of this Arbitration Agreement. Sonos will continue to honour any valid opt-outs if You opted out of arbitration in a prior version of the Agreement pursuant to the requirements set forth in that version. If You do not timely opt out of this Arbitration Agreement, such action shall constitute mutual acceptance of the terms of these "Dispute Resolution" provisions by You and Sonos.

k. **Changes.** Sonos will provide thirty (30) days' notice of any changes to this "Dispute Resolution" section, including via the Sonos App, by posting the change on Sonos's website, or providing any other notice in accordance with legal requirements. Any such changes will go into effect 30 days after Sonos provides this notice and apply to all claims not yet filed. If You reject any such changes by opting out of the Arbitration Agreement, You may exercise Your right to a trial by jury or judge, as permitted by applicable law, but any prior existing agreement to arbitrate disputes under a prior version of the Arbitration Agreement will not apply to claims not yet filed. If Sonos changes this "Dispute Resolution" section after the date You first accepted this Agreement (or accepted any subsequent changes to this Agreement), You agree that Your continued use of the Product(s) or Services 30 days after such change will be deemed acceptance of those changes. If You do not agree to such change, You may opt out by providing notice as described in Section 13(j).

14. MISCELLANEOUS

a. **Export control.** You acknowledge that the Product may be subject to the export control law and regulations of the jurisdiction in which You purchased the Product and You warrant that You will comply in all respects with such laws and regulations. You may not use or otherwise export or re-export the Products except as authorized by United States law and the laws of the jurisdiction(s) in which the Product was obtained.

b. **Governing law.** This Agreement shall be governed by the laws of the state of California and, without reference to its conflict of law principles, except to the extent that any such law is inconsistent with the Federal Arbitration Act, in which case the Federal Arbitration Act controls. The United Nations Convention on Contracts for the International Sale of Goods is not applicable to this Agreement.

c. **Entire Agreement.** This Agreement constitutes the entire agreement between You and Sonos with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein.

d. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its term.

e. **No assignment.** You may not assign this Agreement, or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Sonos. Any attempted assignment by You without prior written consent shall be void.

f. **Notices from Sonos.** When You use Sonos Product and/or Services or send us email, You are communicating with us electronically. We will communicate with You electronically in a variety of ways, such as by email, in-App messages and/or push notices or by posting messages or communications on the Sonos website or through the other Sonos Services. Sonos may provide You with notices regarding the Product and/or Services, including changes to this Agreement, by email to Your Sonos Account email address (and/or other alternate email address associated with Your Sonos Account if provided), via the Sonos App, or by postings on our Sonos website. If Sonos needs to contact You about Your Product and/or Services, You consent to receive the notices by email or as otherwise specified in this Agreement. For contractual purposes, You agree that all notices, disclosures, and other communications that we provide You electronically satisfy any legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication. For inquiries or questions regarding this Agreement, please submit Your questions at http://support.sonos.com.

15. EARLY ACCESS FEATURES

a. **Early Access Features.** From time to time, Sonos may make certain features, functions, or services available to You on an "Early Access" basis prior to their general release, as identified as such on the applicable product page, in the Sonos App, and/or in accompanying marketing materials ("Early Access Features").

b. **Governing Terms.** Your use of any Early Access Feature is governed by the Sonos Early Access Terms, available at sonos.com/legal/early-access-terms, which are incorporated into and form part of this Agreement. With respect to a specific Early Access Feature, the Early Access Terms prevail over any conflicting provision of this Agreement concerning that Early Access Feature's functionality, availability, warranty status, and limitation of liability.

c. **Relationship to This Agreement.** Except as expressly modified by the Early Access Terms with respect to a specific Early Access Feature, all other provisions of this Agreement continue to apply in full to Your use of an Early Access Feature, including without limitation Section 9 (Your Privacy and Data Protection), Sections 11(d) and 11(e) (carve-outs for wilful misconduct, gross negligence, and statutory consumer rights), Section 13 (Dispute Resolution), and Section 14(b) (Governing Law).

d. **No Effect on Statutory Rights.** Nothing in this Section 15 or in the Early Access Terms limits any right You have under applicable law that cannot be waived or limited by contract, including, where applicable, Your rights as a consumer under the laws of the European Union, the United Kingdom, or other jurisdictions with mandatory consumer protections.