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.

It is important that You read and understand the terms of this Agreement before purchasing, downloading, registering and/or otherwise using Sonos Product and/or Services.

By purchasing, downloading, registering and/or otherwise using Sonos Product and/or Services, You are representing that You are over the age of 18, 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 Sign-in 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, 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, 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 and/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. In accordance with Article 50 of the EU AI Act (Regulation (EU) 2024/1689), Sonos is required to inform You clearly that Sonos 27voice uses machine learning to interpret and respond to Your spoken commands. Sonos 27voice will not impersonate a human or mislead You about its nature.
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> ii. Use of Sonos 27voice is subject to additional terms set out in the Sonos Voice Control Addendum (EU/EEA version) ('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, 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.

iv. Sonos 27voice is initially available in English only. Sonos may expand Sonos 27voice to additional languages in the future, but does not commit or warrant that it will do so, and the timing and scope of any such expansion remains in Sonos's sole discretion.

g. Sonos MCP ('MCP') is a feature that You can enable that authorises 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 14) also apply and take precedence over any conflicting provisions in this Agreement.

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

a. 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 where you can find detailed information about our data collection, usage, retention practices and the measures we take to safeguard your information.

b. **EU Data Act and Access to Product Data.** This section applies where You use Sonos Products or Services in the European Union.

i. In accordance with Article 3 of the EU Data Act, Sonos provides You with clear information on the categories, formats and volumes of data generated by Your Sonos Product as well as any Services, including configuration data, functional data, and usage logs as stipulated and described in our Data Act Information Notice available **here** (hereinafter jointly referred to as '**Product Data**'). If not specifically specified otherwise therein, Sonos is under no obligation to collect, store, provide or otherwise make available any further information or to ensure a certain accuracy, quality or quantity of Product Data. It is your sole responsibility to store any Product Data if you intend to keep such Product Data accessible for future reference. Sonos is under no obligation to store or keep available any information provided or to be provided under this section on your behalf but will only provide Product Data as available to Sonos at the time you request Product Data.

ii. Sonos may change specifications, parameters and contents of the Product Data as well as means and modalities of providing access to Product Data in good faith if this is justified by the general business activities of Sonos – for example, because of technical modifications due to safety gaps in the Products or related services, due to general technical changes to the Products, systems, components, etc. in the course of their further development or due to a change in Sonos' infrastructure.

iii. In accordance with Article 4 of the EU Data Act, as a user, You have the right to access Product Data generated through Your use of the Product. Sonos will make such Product Data available without undue delay after receiving a valid request from You as described in the Data Act Information Notice. Access may be subject to additional contractual arrangements in accordance with the EU Data Act.

iv. Sonos, Inc. is the 'data holder' for Product Data under the meaning of the EU Data Act. Product Data may be stored locally on Your device or remotely as described in the Data Act Information Notice.

v. These Data Act rights operate independently from Your rights under the GDPR. Personal data processed through the Product continues to be governed by the Privacy Statement.

vi. Data Sharing Upon User Request. In accordance with Article 5 of the EU Data Act, You may instruct Sonos to transmit Your Product Data to a third-party service provider. Sonos will provide or transmit such Product Data in a structured, commonly used and machine-readable format without undue delay. Sonos may refuse or limit access in accordance with the EU Data Act, e.g. where disclosure would compromise security, infringe intellectual property rights or as further stipulated in the Data Act Information Notice. Data sharing may be subject to additional contractual arrangements in accordance with the EU Data Act.

vii. Sonos may implement appropriate technical and organisational protective measures in relation to the Product Data and you are obliged to comply with them. Sonos reserves the right to refuse access to or the provision of Product Data if Sonos can invoke intellectual property rights for this purpose, if you or a third party does not accept or does not implement appropriate measures for the confidentiality of trade and business secrets or if the provision of Product Data could compromise legally defined security requirements and thus lead to serious adverse effects on the health or safety of natural persons. Other rights of refusal and suspension under the EU Data Act remain unaffected. Sonos may at any time apply appropriate technical protection measures to prevent unauthorised access to Product Data and to ensure compliance with this Agreement. You are prohibited from modifying, circumventing or removing such technical protection measures.

viii. You shall not use Product Data to develop a product or service that competes with the Products or Services, nor share the Product Data with a third party with that intent and shall not use such Product Data to derive insights about the economic situation, assets and production methods of Sonos.

ix. You grant Sonos a geographically and temporally unlimited, sublicensable right to use Product Data, as well as the findings derived from Product Data, and combine it with other information for the following purposes:

- performing contractual obligations relating to your use of Sonos Products and Services (including billing and support) and as specified under Section 3a;
- assessing, maintaining and ensuring the functionality, safety and security of Products and Services;
- improving performance, developing and enhancing existing or new Sonos Products and Services, including artificial intelligence (alone, in cooperation with affiliated companies or third parties, including joint ventures, or by third parties acting on behalf of Sonos);
- marketing and distribution of existing and new Sonos Products or Services;

- analysing Product Data and its combination with other data or the derivation and further use of information for any lawful purpose, including provision of the results of any such analysis to third parties;
- aggregating Product Data with other data or creating derived data, for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived data to third parties, provided such data do not allow specific Products, Services or users to be identified or derived;
- making Product Data available to maintenance companies, subcontractors, other persons and companies who perform certain tasks for Sonos in connection with the Products and Services as well as other third parties, for the purposes mentioned in this clause 3b (pursued individually or jointly, as applicable); however, insofar as feasible given the individual case, this shall only be done in a form that does not allow the identification or derivation of information that specifically relates to You or another specific user.

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 that You have chosen 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 and use of certain Third-Party Services 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 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 or prevent access to their servers or to 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' 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. For more information about Product Security and Software Updates, please see our Platform Security Page.

c. **Updates for Performance, Security and Compliance.** From time to time, Product Software Updates may be necessary to maintain performance, security, interoperability with other systems or compliance with applicable standards and regulations. By using Sonos Products, you acknowledge that such updates may be required and that installation of these updates may be necessary for continued proper operation of your Product.

d. **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 deactivate 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, 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 license 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 authorised 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 unauthorised 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 authorisation 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. When using Sonos Product and/or Services, Your personal information is processed in accordance with 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.

d. For Users in the EU, for the purposes of Articles 3(2) and 3(3) of the EU Data Act additional information regarding Product Data, its formats, volume, and storage locations is provided in our **EU Data Act Information Notice**.

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 two (2) years 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 BY, 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' SOLE LIABILITY, AND YOUR SOLE REMEDY, FOR BREACH OF THE FOREGOING WARRANTY WILL BE, AT SONOS' 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 to the extent 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 authorised 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.

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 THIRD PARTY SERVICES, AS WELL AS OTHER SONOS PRODUCT AND/OR SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SONOS OR A SONOS AUTHORISED 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' 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 wilful 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 willful misconduct or negligence or breach of contract by Sonos or its directors or any third party Sonos has used to fulfil 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 authorised 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 defense or settlement of such Claim; and (iii) give Sonos, at Sonos’ 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 defense of Claim at Your expense. Sonos will not be liable for any costs or expenses incurred without its prior written authorisation.

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 authorised 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. 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 authorised

by United States law and the laws of the jurisdiction(s) in which the Product was obtained.

b. **Governing law and forum.** This Agreement is governed and construed in accordance with the law of the Netherlands, and the application of the United Nations Convention of the Contracts of the International Sale of Goods is expressly excluded. If You are a consumer and have Your habitual residence in the EU, the UK, Switzerland, Norway, Iceland or Liechtenstein, You additionally enjoy the protection afforded to You by mandatory provision of the law of Your country of residence. You agree, along with Sonos, to submit to the non-exclusive jurisdiction of the courts of the Netherlands, which means that You may bring a claim to enforce Your consumer protection rights, in connection with this Agreement, in The Netherlands, Switzerland, Norway, Iceland, Liechtenstein, the UK or in the EU country where You live.

c. **Alternative dispute resolution.** Alternatively, if you have a complaint or would like to bring a matter to our attention, please contact us in the first instance. We will do our best to resolve your complaint; if we cannot resolve your complaint, you may refer your dispute to an approved independent alternative dispute resolution (ADR) entity, details of which are available here: List of Alternative Dispute Resolution (ADR) bodies – Consumer Redress in the EU.

d. **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.

e. **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.

f. **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.

g. **Summary of Your legal rights.** We are under a legal duty to supply products that are in conformity with this contract.

h. **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 alternative email address associated with Your Sonos Account if provided), via 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 question at http://support.sonos.com.

14. 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 take precedence 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) and Section 13(b) (Governing Law and Forum), including the protection afforded under mandatory provisions of the law of Your country of habitual residence.

d. **No Effect on Statutory Rights.** Nothing in this Section 14 or in the Early Access Terms limits any right You have under applicable law that cannot be waived or limited by contract, including Your rights as a consumer under the laws of the European Union, the United Kingdom, Switzerland, Norway, Iceland or Liechtenstein, or under the mandatory provisions of the law of Your country of habitual residence referenced in Section 13(b).