

SONOS

SONOS PRO GENERAL TERMS AND CONDITIONS

BY SIGNING UP FOR, OR OTHERWISE USING, THE SONOS PRO SERVICE, 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 THE TERMS OF THESE SONOS PRO GENERAL TERMS AND CONDITIONS (“GENERAL TERMS AND CONDITIONS”). IF YOU DO NOT AGREE TO THESE GENERAL TERMS AND CONDITIONS, THEN YOU MUST NOT REGISTER FOR, PURCHASE, TRIAL, DOWNLOAD, OR OTHERWISE USE ANY PORTION OF THE SONOS PRO SERVICE.

1 DEFINITIONS

1.1 The following terms used in these General Terms and Conditions will have the following meanings:

1.1.1 ‘Sonos Products’ or ‘Products’ means the speakers, soundbars, subwoofers and other Sonos audio hardware and accompanying software products, as well as Sonos accessory products;

1.1.2 ‘Contract’ means an agreement between Sonos and the Customer for a Subscription including these General Terms and Conditions;

1.1.3 ‘Customer’, ‘you’ or ‘your’ means any individual with access to the Sonos Pro Service;

1.1.4 ‘Music Streaming Service’ means the Sonos-branded commercially licensed music streaming service titled “Sonos Backgrounds” which Sonos provides to Customer as part of the Subscription in the Territory. Outside of the Territory, Customer may be required to secure additional licenses or pay separate fees for the playback of the Music Streaming Service, such as to collecting societies, depending on Customer’s country or territory;

1.1.5 ‘Site’ means commercial establishments, commercial locations or public places within the Territory operated through one or more System(s) which are owned, controlled, leased, operated or managed by a Customer, and which are authorized to use the Subscription;

1.1.6 ‘Sonos’ or ‘we’ refers to Sonos Inc. and its affiliates;

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1.1.7 'Stream' means any industry-standard implementation of streaming as the term is commonly understood, where the content of the media file is rendered simultaneously with its transmission, and where such transmission does not create a residual or fixed copy of the media file transmitted;

1.1.8 'Subscription' or 'Sonos Pro Service' means the business-specific service consisting of the Sonos mobile application and accompanying software combined with the Music Streaming Service, provided to the Customer under the terms of the Contract between Sonos and the Customer;

1.1.9 'Subscription Fee' means the amount owed by Customer to Sonos for access to the Subscription on a monthly or annual basis (or other agreed upon interval), as communicated to Customer within the quotation, order receipt, and/or invoice provided by Sonos to Customer;

1.1.10 'System' means the collection of Sonos devices Customer has configured to interoperate locally on a wireless network.

1.1.11 'Term' shall have the meaning ascribed to it in Section 5.5 below;

1.1.12 'Territory' shall mean the United States.

1.2 Insofar as required by context, terms used in the plural in these General Terms and Conditions include the singular, and vice versa.

2 REGISTRATION PROCESS

2.1 A Contract, including these General Terms and Conditions, becomes effective the earlier of once a Customer: (i) has purchased a Sonos Pro Subscription or Trial, (ii) has accepted these General Terms and Conditions, or (iii) has otherwise begun using any portion of the Sonos Pro Service. Unless these terms are modified or an alternate set of terms is explicitly agreed upon as between Customer and Sonos, these General Terms and Conditions apply to all Subscriptions and form part of every Contract between Customer and Sonos.

2.2 Sonos reserves the right to terminate a Customer's Contract if:

2.2.1 The Customer has had a previous Subscription terminated by Sonos;

2.2.2 The Customer does not have an eligible physical location/address within the United States or lacks certain requirements for successful install and operation of the Sonos Products (including but not limited to having modern Sonos Products which all have the ability to run Sonos' "S2 software");

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2.2.3 Sonos has some other reason, based on generally accepted industry standard best practices, for believing that the Customer will not comply with the terms of the Contract and/or these General Terms and Conditions, including continuous violations of music licensing laws;

2.2.4 Sonos ceases to offer the Sonos Pro Service offering or has inadequate supply of the subscriptions to the Sonos Pro Service or Music Streaming Service, or Sonos Products; and/or

2.2.5 Sonos has reason to believe Customer is under the age of 18 or the age of legal majority in their Territory.

2.3 As part of the registration process or any modifications made to a Customer's Subscription during the Term, the number of authorized Sites included in a Subscription is set forth as a quantity in the Customer's quotation, order receipt, and/or invoice provided by Sonos.

3 MUSIC STREAMING SERVICE, MUSIC LICENSE & COLLECTING SOCIETIES

3.1 Music Streaming Service. During the Term, Sonos will supply Customer with access to a Music Streaming Service. The content and music catalog, as well as overall offering, featured in the Music Streaming Service may vary between the entry-level Subscription plan ("Essential"), premium Subscription plan ("Premium"), or any other Subscription plan offered to Customers . Those Customers with an Essential or Premium plan Subscription agree that by entering into these General Terms and Conditions they are also agreeing to those terms associated with the Music Streaming Services located at Muzak, LLC dba [Mood Media](#) ("Mood Media"). Customer acknowledges that Sonos reserves the right to modify the Music Streaming Service at any time to a different but comparable streaming service during the Term. Where a Music Streaming Service that is part of the Subscription is no longer offered or available, Sonos may deactivate the Customer's account associated with that streaming service that is no longer offered and will endeavor to promptly replace it with a comparable streaming service.

3.2 Music License

3.2.1 "Sonos Backgrounds Essential Service" (included with Essential Subscription plans) is a music streaming platform specifically developed for playing music in business establishments, powered by Mood Media. "Sonos Backgrounds Premium Service" (included with Premium Subscription plans) is a music streaming platform specifically developed for playing music in business establishments, powered by Mood Media. Either the Sonos Backgrounds Essential Service or the

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Sonos Background Premium Service may be referred to as “Sonos Backgrounds”, generally.

3.2.2 The terms of Section 3.2 (the “Music License”) apply to Customer’s use of Sonos Backgrounds. By agreeing to these General Terms and Conditions, or by using Sonos Backgrounds, Customer is hereby agreeing to be legally bound by the terms of this Music License.

3.2.3 Sonos Backgrounds is a technical software solution for the streaming of music in business establishments which may include curated channels and playlists. Sonos Backgrounds includes a large number of music pieces and sounds, together with related album artwork or other visual content (collectively the “Music Pieces”).

3.2.4 Subject to payment of the Subscription Fee and the restrictions in this Article 3, Customer is hereby granted a limited, non-exclusive right to make use of Sonos Backgrounds within the Site(s) during the Term of this Contract.

3.2.5 Customer may not use the Music Pieces for any purpose other than use with Sonos Backgrounds for “in-store” streaming at the Site(s), as explicitly allowed under these General Terms and Conditions. In addition, Customer may not: (i) amplify, transmit or re-transmit the broadcast of the Music Pieces so as to be audible outside of any such Site(s); (ii) copy, rent, sell, reproduce, publish, republish, post, broadcast, frame or transmit Sonos Backgrounds or the Music Pieces (or any part of them), nor authorize or assist anyone else in doing so other than as otherwise explicitly permitted under these General Terms and Conditions, nor may Customer reproduce, copy, or “rip” the Music Pieces, in whole or in part; (iii) not use the Mood Audio Content in connection with any form of entertainment for which an entry fee is payable; (iv) not use the Music Pieces in conjunction with any advertising or commercial message or entertainment or other public event at a Site(s) for which Customer or any other person receives consideration of any kind; (v) not use the Music Pieces in connection with performances by a DJ or VJ, or to displace a live orchestra; and (vi) not use the Music Pieces to accompany dancing (including ballrooms, nightclubs and dance studios) bowling, skating or instructed health club classes. Except as may be permitted under mandatory law, Customer further agrees not to reverse-engineer, decompile, disassemble, modify, or create derivative works based on Sonos Backgrounds. In the event that Customer uses the Music Pieces in connection with any of the uses hereunder, Customer is responsible for ensuring that you have obtained and are using the appropriate license(s).

3.2.6 Sonos has the right to immediately terminate the Subscription and this Music License and to suspend Customer’s access to Sonos Pro and/or Sonos Backgrounds at any time in the event of Customer’s actual or suspected unauthorized use of Sonos Backgrounds and/or the Music Pieces or other non-compliance with the provisions set forth in these General Terms and Conditions.

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3.2.7 After the termination of these General Terms and Conditions has taken effect, Customer is no longer entitled to use nor access Sonos Backgrounds or the then-current Music Streaming Service provided as part of the Subscription.

3.2.8 Customer hereby acknowledges that Customer does not acquire any proprietary rights as a result of these General Terms and Conditions in relation to Sonos Backgrounds or any Music Pieces.

3.3 Collecting societies and the Music Pieces. None of the Music Pieces included in the Sonos Backgrounds Essential Service or Sonos Backgrounds Premium Service are administered by any collecting society by way of membership of a collecting society. Unlike many other services, payments to collecting societies are thus not generally required for Customer's use of the Sonos Backgrounds Essential Service or Sonos Backgrounds Premium Service. However, in certain jurisdictions outside of the US, copyright, public performance rights, neighboring rights and/or other similar and/or related rights are mandatorily handled by collecting societies and/or similar organizations, granting them a right to collect fees despite such organizations having no rights in the Music Pieces. In any instances where fees are due to collecting societies or similar organizations, Customer agrees to be solely responsible for such payments and Sonos will have no responsibilities in this respect. If the Customer is approached or obtains actual knowledge of any claims from collecting societies or similar organizations relating to the use of the Music Streaming Service, Customer shall promptly notify Sonos. For the sake of clarity, Sonos shall in no event have any responsibility for any fees to collecting societies or similar organizations.

3.4 If Sonos receives information about an infringement or misappropriation claim related to Sonos Backgrounds, Sonos may in its sole discretion and at no cost to Customer, choose to either (i) modify Sonos Backgrounds so that it is no longer claimed to infringe or misappropriate, (ii) obtain a license for Customer's continued use of Sonos Backgrounds in accordance with this Agreement, or (iii) terminate Customer's Subscription upon ten (10) days' written notice and refund Customer any prepaid fees covering the remainder of the Subscription period of the terminated Subscription. The above obligations do not apply to the extent a claim arises from Customer's use of Sonos Backgrounds in violation of this Contract.

3.5 During the Term, Sonos does not warrant that the Sonos Products or that the Music Streaming Service will operate without interruption or will be error-free, or that all errors will be corrected.

4 GENERAL OBLIGATIONS AND PROHIBITIONS

4.1 The Customer must:

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4.1.1 act in accordance with applicable laws and regulations when performing the activities pursuant to these General Terms and Conditions;

4.1.2 with respect to the Music Streaming Service included with Sonos Backgrounds, utilize no more than one (1) Stream per physical retail/business location (single brick and mortar business location) with the exception of where Customer is sampling or demoing the Music Pieces privately (e.g. playing an additional Stream outside of regular business hours or not in front of the public who Customer holds their business open to);

4.1.3. only use the Sonos Pro Service and Sonos Backgrounds within the Territory, and only playback audio content via the Sonos Products which is properly licensed for the intended use;

4.1.4 comply with the specific terms of use for all third-party content services integrated with Customer's Sonos Products; and

4.1.5 not manipulate, decompile, reverse engineer, or disassemble in any way the electronics and/or software of the Sonos Products, or the Subscription, web portal, or use these in any way for data gathering.

5 PAYMENT, TERM AND CANCELLATION

5.1 Billing. You may purchase a Subscription directly from Sonos or from an authorized reseller by paying a Subscription Fee in advance on a monthly basis, annual basis, or some other recurring interval disclosed to you prior to your purchase. In the event Customer's Sonos Products require an initial set up, Customer shall not see a balance for their monthly Subscription Fee until the first Sonos Product has been set up, at which point Customer will receive a pro-rated invoice for the remainder of the Term. For a Subscription entered into on an annual basis ("Annual Subscription"), you acknowledge and agree that your Subscription Fee shall be calculated based on the number of Systems indicated at the time of purchase, regardless of whether Sonos Products have been set up for your purchased Systems, and that your Subscription shall be effective on the date of purchase. For the avoidance of doubt, Customer's billing anniversary date ("Billing Date") shall be the date Customer purchased the Subscription.

5.2 Taxes and Shipping Charges. Customer agrees to pay the amount specified in the order placed for the Subscription Fee and/or any Sonos Products, inclusive of any additional amounts (including sales tax, shipping charges, or other fees, as applicable) as may be accrued by or in connection with your purchase. For the avoidance of doubt, the amount of tax charged on your order will depend upon many factors including the type of Sonos Product(s) purchased and the destination of the shipment, if any. Factors are subject to change between the time you place an

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order and the time of payment, which could affect the calculation of sales taxes. The amount appearing on your order as sales tax may differ from the sales taxes ultimately charged.

5.3 Price Changes. Sonos may change the price for the Subscription, including any Subscription Fees or prices of Products, from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes will automatically take effect at the start of the next billing period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the Subscription after the price change takes effect. If you do not agree with a price change, you have the right to reject the change by unsubscribing from the Subscription prior to the price change going into effect.

5.4 Renewal and Cancellation. YOUR PAYMENT TO SONOS THROUGH WHICH YOU PURCHASED THE SUBSCRIPTION WILL AUTOMATICALLY RENEW AT THE END OF THE APPLICABLE SUBSCRIPTION PERIOD, UNLESS YOU CANCEL BY EMAILING SUCCESS@SONOS.COM OR THROUGH THE CUSTOMER DASHBOARD, AS APPLICABLE, PRIOR TO THE END OF THE THEN-CURRENT TERM. Your termination is only effective upon expiration of the then current Term by Sonos. Any addition or reduction to Sites shall be made in accordance with Sections 6.2 and 6.3, as applicable. You are not entitled to any refunds or credits in connection with any Subscription downgrades, reduction of Sites, or terminations of the Sonos Pro Service, unless otherwise explicitly stated in these General Terms and Conditions.

5.5 Term. Unless a different interval is agreed upon as between you and Sonos, the initial duration for the Subscription and billing period shall be for a period of one (1) month for a monthly Subscription and one (1) year for an Annual Subscription following the billing date (“Initial Term”). The monthly Subscription shall auto-renew for subsequent one (1) month terms following the one (1) month anniversary of the billing date and shall auto-renew for subsequent one (1) year terms following the one (1) year anniversary of the applicable Annual Subscription billing date (“Renewal Term”). As it pertains to an Annual Subscription, Sonos will provide you with thirty (30) day advanced notice of an upcoming billing period. Should Customer have a Mixed Subscription Plan and wish to change their Subscription from Annual to monthly, they may elect to opt-out of the auto-renewal of their Annual Subscription prior to the end of the Term. Customer’s Subscription for all Sites shall then convert to a monthly Subscription upon Renewal. For the avoidance of doubt, Mixed Subscription Plan shall be where a Customer possesses an Annual Subscription for one or more Sites and a monthly Subscription for all other Sites. The Initial Term together with the Renewal Term(s) shall constitute the “Term”.

5.6 Sonos may terminate the Subscription at any point during the Term, without cause subject to thirty (30) days written notice to Customer.

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5.7 Sonos may terminate the Subscription at any time with immediate effect and without prior notice to the Customer if:

5.7.1 the Customer has failed to pay due installments of the Subscription Fee and/or other sums owed under the Contract or these General Terms and Conditions;

5.7.2 the Customer is a legal entity or business person who has signed the Contract in the performance of their commercial or independent professional or business activities, and there is also: an arrears of payments, a moratorium, bankruptcy, liquidation, or winding-up of business, or they are made subject to the rescheduling of debts of natural persons act, or there is a change in control of the legal entity;

5.7.3 at the start of, or at any time during, the Subscription Term the Customer has supplied incorrect information;

5.7.4 fraud has been committed by Customer or Sonos has a reasonable belief that fraud has been committed by Customer;

5.7.5 the Customer shares their log-in information with, or otherwise transfers the same to, an unauthorized third party in breach of the provisions of these General Terms and Conditions;

5.7.6 the Customer is in breach of any of the provisions of the Contract or of these General Terms and Conditions and fails to remedy such breach(es) without delay; or

5.7.7 the Customer uses the Sonos Products or Subscription for improper or illegal purposes

5.8 In the event of termination of the Subscription by Sonos upon the occurrence of one or more of the events listed in Section 7 of this Article 5, the Customer's access to the Subscription may be immediately blocked. Upon a termination of the Subscription pursuant to Section 7 of this Article 5 Sonos further has the right to:

5.8.1 suspend Customer's access to the Music Streaming Service;

5.8.2 receive payment of the Subscription Fee due up until and including the month in which the Subscription is terminated, together with all other sums due under the Contract and/or these General Terms and Conditions; and

5.8.3 compensation for all losses actually incurred by Sonos.

5.9 Following termination of the Contract or a Subscription, the Customer's access to the Subscription including the Music Streaming Service shall be suspended.

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6 TRIALS, SUBSCRIPTION FEES, PAYMENT, ARREARS OF PAYMENT

6.1 Trial Periods. From time to time and in Sonos' sole discretion, we may offer trials of our Subscription plan(s) for a specified period without payment or at a reduced rate (a "Trial"). You are eligible for a Trial only once. Sonos may determine your eligibility for a Trial, and withdraw or modify a Trial at any time without prior notice and with no liability, to the extent permitted under applicable law. For some Trials, we'll require you to provide your payment details to start the Trial. By providing such details you agree that we may automatically begin charging you the Subscription Fee for the Subscription plan on the first day following the end of the Trial on a recurring monthly basis or another interval that we disclose to you in advance. IF YOU DO NOT WANT TO CONTINUE ON WITH THE APPLICABLE SUBSCRIPTION FOLLOWING THE TRIAL PERIOD (INCLUDING THE CORRESPONDING SUBSCRIPTION FEE TO BE CHARGED TO YOUR METHOD OF PAYMENT), YOU MUST CANCEL THE SUBSCRIPTION BEFORE THE END OF THE TRIAL BY EMAILING SUCCESS@SONOS.COM.

6.2 Additional Locations (Sites). At any time during the Term, Customer may request to add Sites to their Subscription through the Customer dashboard or by emailing Sonos at success@sonos.com. Sonos shall charge for all additional Sites that Customer adds to their Subscription during the Term. The Subscription Fee will be transferred monthly in advance by means of the payment method provided by Customer at the time of adding additional Site(s) to Customer's Subscription. Should the additional Site(s) be added to a Customer's Subscription after the start of the next Renewal Term, the Subscription Fee for the added Site(s) shall be calculated on a pro-rated basis. In the case of an Annual Subscription, Customer may add additional Sites to their annual plan (i) on a monthly basis, or (ii) by providing payment of the Subscription Fee for the months remaining on the then-current Initial or Renewal Term. Upon renewal of the Annual Subscription, Customers who have chosen to pay for additional Sites via monthly payment may combine the added Site(s) into their annual plan, however, failure to combine the added Site(s) upon Renewal shall result in the continuation of the added Site(s) being billed monthly as a separate invoice.

6.3 Reducing Locations (Sites). At any time during the Term, Customer may request to reduce the number of Sites included in their Subscription by emailing Sonos at success@sonos.com or through the Customer dashboard. Any reduction to the number of Sites will take effect at the end of the then-current Term at which time you will lose access to your Subscription and/or the Sites which you removed shall no longer receive access to the Sonos Pro Service. Customer's Subscription shall auto-renew at the lowered Subscription Fee upon Renewal. If Customer has not requested to reduce the number of Sites as instructed herein, the Subscription Fee

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owed shall be unchanged upon Renewal (subject to the terms in Section 5.3). Customer shall not be entitled to any refund should their actual Subscription usage per Site be less than the purchased amount.

6.4 The Customer irrevocably authorizes Sonos or - in the case of an assignment of the right - the party to which the right has been assigned, to obtain payment of all sums owed by the Customer under the Contract by means of direct debit from the account indicated by the Customer or the debiting of their credit card, or other selected payment method which Customer provided to Sonos in the course of signing up for the Subscription.

6.5 The Customer remains liable for payments that Sonos has not been able to collect. If the Customer has not paid the Subscription Fee or any other payment even after a payment reminder has been sent, Sonos may first contact the Customer to again request payment and offer the Customer the option to update their personal and/or payment data.

6.6 If a payment has not been received by Sonos within two (2) months of the payment date, and Sonos (or third party assigned with the right to collect the payment) has sent the Customer at least one payment reminder, Sonos reserves the right to terminate these General Terms and Conditions and suspend Customer's access to the Subscription and Music Streaming Service. The Customer shall be liable for all costs thereby incurred by Sonos. Furthermore, in such a case the Customer shall not be entitled to any partial refunds and shall also be responsible for the remainder of the Subscription Fees owed under the current Subscription term.

6.7 Sonos reserves the right to assign its rights under the Contract and/or these General Terms and Conditions.

6.8 Sonos Backgrounds License Modification. Customers may modify their Sonos licenses during the Term. At any time during the Term, Customer may upgrade their Sonos Backgrounds Essential Service to Sonos Backgrounds Premium Service ("License Upgrade") during the Term by emailing Sonos at success@sonos.com or through the Customer dashboard. Customer agrees that you will be charged and will pay a pro-rated Subscription Fee for the remaining Term through the payment method provided by Customer at the time of License Upgrade. Account changes for Customers who wish to modify the status of their Subscription from Sonos Backgrounds Premium Service to Sonos Backgrounds Essential Service, however, will be implemented during the following Renewal Term. For the avoidance of doubt, a Subscription modification from Sonos Backgrounds Premium Service to Sonos Backgrounds Essential Service cannot be implemented during the current Subscription Term. Any license modification made by Customer shall apply to all Sites on Customer's account.

7 PRIVACY

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7.1 Sonos Privacy Statement. Any personal information collected will be used in accordance with Sonos' Privacy Statement located at <https://www.sonos.com/legal/privacy>.

7.2 Consent to Use of Data. Certain Product features and/or Subscription web portal(s) may require information from Product and/or Subscription web portal(s) to provide their respective functions or features. When you turn on or otherwise enable and/or use these functions or features, including any third party content and technology, certain data (including but not limited to personal data) such as registration (e.g. email address, IP address, location, language preference, etc.) and usage data (e.g. system data, voice control data, performance data, in-app/account or web portal activity information, diagnostics, etc.) may be processed by Sonos and/or shared with third parties.

7.2.1 Customer agrees that Sonos may collect, share and/or otherwise process all or a subset of Customer's data, including but not limited to personal data, with third parties for the purpose of carrying out services like website management and hosting, cloud-related services, online Product or services purchases and delivery, credit card processing, email communications and other purposes as further defined in the Sonos Privacy Statement. Customer further agrees that we may also share data, including personal data, with a Music Streaming Service partner solely as required to gain you access to the Music Streaming Service. We only share personal data as necessary, such as to complete a transaction or to provide a Product or service Customer has requested or authorized, and only with vendors or agents working on our behalf for the purposes described in this Contract.

7.2.2. Customer agrees that Sonos may run routine remote diagnostic health checks on the Customer's Sonos Products and Sonos may then reach out to the Customer proactively to assist with troubleshooting system issues and ensure a positive experience.

7.3 Sonos Backgrounds. When Customer uses Sonos Backgrounds, Sonos may collect and process certain usage data, (e.g. Customer IP address, language selection, Customer Sonos ID, radio stations browsing history, Customer search terms for stations, playback actions, system, third party device ID and type, and content events such as individual stations and/or tracks) and other listening activity (e.g. listening session length, stations listened to, and tracks listened to and skipped) within the Sonos Backgrounds. Sonos may collect and process this information in order to provide Customer with a customized experience, respond to Customer requests, provide the requested service to Customers, to determine relevant licensing, to serve marketing communications and to improve Sonos Products and services. Additionally, Customer IP address and any anonymized ID may be

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provided to third-party radio content providers to provide Customer with access to radio stations. Customer agrees to such data processing.

7.4 Additional Authorized Users. Customer acknowledges that in addition to Customer, who is the primary Subscription holder (the “Owner”), Customer may enable additional authorized users to access and control the Sonos Pro Service (“Administrator(s)”). Owners can invite Administrator(s) to access their Subscription by sending Administrator(s) an email invitation from the web portal. By adding Administrators to their Subscription, Customer acknowledges and agrees Administrators may have access to certain Customer data, including but not limited to Music Streaming Service data and Third Party Services data. Customer further acknowledges that Administrators will be able to control certain aspects of the Sonos Pro Service including but not limited to playback of content from the Music Streaming Service or from the Third Party Services.

8 FEEDBACK

Customer acknowledges and agrees that Sonos may use, disclose, reproduce, license, distribute and otherwise commercialize Customer feedback in both internal and external forums for any reason, including commercial and promotional activities. Customer hereby grants to Sonos all required licenses in Customer feedback and the associated intellectual property rights to allow Sonos to carry out these rights.

9 TERMS OF USE, LICENSE AND WARRANTY AGREEMENT

In addition to these General Terms and Conditions the Subscription and use of Sonos Products are also subject to our Sonos Inc. Terms of Use, License and Warranty Agreement located at <https://www.sonos.com/en-us/legal/terms-of-use>. By agreeing to these General Terms and Conditions or by using the Sonos Pro Service, Customer agrees to be bound by the Sonos Inc. Terms of Use, License and Warranty Agreement.

10 THIRD PARTY SERVICES AND TECHNOLOGY

10.1 The Sonos Pro Service may include access to the third party content, technologies, features and services such as music services 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. Sonos reserves the right to discontinue access to and/or support for any Third Party Services, third party content or technology at any time, and for any reason.

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10.2 You understand that by using any of the Third Party Services, 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 in compliance with each of the Third Party Services' applicable terms and conditions and to use the Third Party Service at your sole risk. You agree to only playback audio content via the Sonos Pro Service which is properly licensed for the intended use. You further agree that Sonos, its affiliates, agents, principals, or licensors shall have no liability to you for any improper use by you (including improper use by Owners or Administrators) of the Third Party Services.

10.3 You understand that the Third Party Services includes a vast range of sound recordings and other content. This content may be updated from time to time, including the addition and/or deletion of particular Music Pieces, thus, the content available through Third Party Services may vary. Sonos makes no representation or warranty that any Third Party Services will be available or continue to be available on Sonos Pro, and will have no liability to you for any claim arising out of the unavailability of any Third Party Services.

11 CONTENT PROVIDED AND UPDATES TO SERVICE

11.1 To provide Customers with the best experience, Sonos continuously upgrades the features and functionality of its Products and/or Music Streaming Service and reserves the right to make upgrades, updates, modifications, and changes in Sonos' sole discretion. You understand that such upgrades or changes to the Products and/or Music Streaming Service may result in interruption, modification, failure, delay, or discontinuation of any function or feature thereof. You, therefore, acknowledge and agree that Sonos assumes no liability, responsibility, or obligation for any such interruption, modification, failure, delay, or discontinuation associated with the Products and/or Music Streaming Service. Sonos shall make reasonable efforts to inform Customer of any material changes which may impact your use of the Products and/or Music Streaming Service.

12 DISCLAIMER

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SUBSCRIPTION, THE PRODUCTS, THE SONOS PRO SERVICE AND THE MUSIC STREAMING SERVICE ARE EACH PROVIDED "AS IS" AND SONOS DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO (A) IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (B) WARRANTIES AS TO THE QUALITY OR PERFORMANCE OF THE

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MATERIALS, INFORMATION, GOODS, SERVICES, TECHNOLOGY AND/OR CONTENT PROVIDED UNDER OR IN CONNECTION WITH THESE GENERAL TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY LIMITATIONS ON USER ACCESS TO OR USE OF CONTENT; AND (C) WARRANTIES AS TO THE PERFORMANCE OF COMPUTERS, TECHNOLOGY AND/OR NETWORKS.

13 MISCELLANEOUS PROVISIONS

13.1 Sonos may provide you with notices regarding your Subscription by email to the email address you provided upon registering for a Subscription (and/or other alternate email address associated with Customer's account, if provided). Sonos reserves the right to modify these Terms from time to time by posting a modified version online.

13.2 If any provision of these General Terms and Conditions is deemed invalid, void, or unenforceable, this will not prevent the remaining valid, lawful and enforceable provisions from being fully binding.

13.3 The Customer agrees to information concerning the Subscription being sent only in digital form, such as by e-mail to the e-mail address provided at the time of registration (and/or other alternate email address associated with Customer's account, if provided).

13.4 IN NO EVENT SHALL SONOS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST SAVINGS, ARISING FROM YOUR USE OF ANY OF THE SONOS PRO SERVICE OR PRODUCT(S), OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO THE USE OF THE SERVICES OF PRODUCT(S) (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS). THE ENTIRE LIABILITY OF SONOS TO CUSTOMER FOR ANY LOSS OR DAMAGE WHATSOEVER ARISING UNDER THESE TERMS, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO AN AMOUNT NOT EXCEEDING THE FEES ACTUALLY PAID BY CUSTOMER TO SONOS IN CONNECTION WITH THE PARTICULAR SONOS PRO SERVICE OR PRODUCT(S) PURCHASED, AND DURING THE TERM, UNDER WHICH THE EVENT GIVING RISE TO THE CAUSE OF ACTION OCCURRED. THE AFOREMENTIONED LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13.5 Neither party is granted any right or interest in or to the trademarks, brands or trade names of the other party. Neither party may use the other party's trademarks, brands or trade names without the prior written consent of the other party. To the extent Customer provides Feedback, Customer grants Sonos a royalty-free, fully

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paid, sub-licensable, transferable, irrevocable, perpetual, worldwide right and license, to incorporate, use, disclose, and otherwise commercialize Feedback, without restriction and without compensation or attribution to Customer; provided that such Feedback does not identify Customer or include any personal data. For purposes of these General Terms and Conditions, "Feedback" shall mean any suggestions, comments, recommendation, enhancement requests, ideas, corrections, or other feedback on or improving or otherwise modifying any Sonos intellectual property.

13.6 Sonos will not be liable for, or considered to be in breach or in default under these General Terms and Conditions on account of, any delay or failure to perform as required by these General Terms and Conditions as a result of any cause or condition beyond Sonos' reasonable control (including, without limitation, any act or failure to act by the other party). Sonos' delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.

13.7 The Subscription, the Contract, and these General Terms and Conditions are governed exclusively by California law.

13.8 The courts located in Santa Barbara County have exclusive jurisdiction to hear any dispute arising from the Subscription, the Contract, these General Terms and Conditions, or any other legal relationship between Sonos and the Customer resulting therefrom.

13.9 The rights of the Customer arising from the Subscription, the Contract, or these General Terms and Conditions cannot be assigned without the prior written consent of Sonos.

13.10 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.