

TERMS AND CONDITIONS

SiriusXM Service Lane Program for Shops (“Service Lane Program” or “Program”)

The SiriusXM Service Lane Program for Shops provides:

1. A complimentary consumer trial subscription (“**Trial Subscription**”) to the SiriusXM satellite radio service (and, at SiriusXM’s option, other qualified services) for each vehicle with a factory-installed satellite radio or other eligible equipment that is serviced at my shop and qualified by SiriusXM* (“**Eligible Vehicles**”),
 2. No activation fees for the Trial Subscription, and
 3. Notification to customer that the Trial Subscription is provided courtesy of your shop and SiriusXM.
- The SiriusXM for Shops Service Lane Program will be available for all makes of Eligible Vehicles serviced by shop. **The SiriusXM for Shops Service Lane Program is offered at no cost to participating shops or its customers.**

*Certain vehicles with factory-installed satellite radio may not qualify for a satellite Trial Subscription as part of the Service Lane Program, such as vehicles with active SiriusXM satellite radio service subscriptions or vehicles which have recently received the SiriusXM satellite radio service (on a trial or paid subscription basis), and/or other vehicles as reasonably determined by SiriusXM in its sole discretion. SiriusXM may at its discretion provide a Trial Subscription to the SiriusXM Streaming service or other qualified services to owners of vehicles that do not qualify for a satellite Trial Subscription and/or to owners of Eligible Vehicles.

TERMS & CONDITIONS: I (“**Shop**”) understand and agree that Sirius XM Radio Inc. (together with its subsidiaries, “**SiriusXM**”) requires the use of certain Shop data, including certain customer data, to activate Trial Subscriptions for eligible customers with factory-installed satellite radios (“**Satellite Equipped Vehicles**”), create Trial Subscription accounts for eligible customers (including Trial Subscription accounts to SiriusXM Streaming for eligible customers whose vehicles are not Satellite Equipped Vehicles), to communicate with customers regarding their Trial Subscriptions and options to extend their SiriusXM services following the end date of such Trial Subscriptions, to update contact information for existing or former SiriusXM subscribers, and related business purposes [such purposes, collectively, the “**Program**”]. Therefore, Shop agrees to share with SiriusXM (or its contractor) its Shop data on an on-going basis (and retroactively from thirty (30) days prior to Shop enrollment) for use in connection with the Program and Shop agrees to take all necessary action required to facilitate such sharing of data with SiriusXM. To the extent such data will be shared through Shop’s Shop Management System (SMS) or other data provider, Shop hereby authorizes and instructs its data provider to allow access to or share Shop data with SiriusXM (or its contractor). Shop agrees that if its Shop data is aggregated with the data of sister or affiliate shops, then Shop is authorized to share (or permit the sharing of) data on behalf of such sister or affiliate shops in the same manner for use in connection with the Program. Shop understands that SiriusXM agrees to use Shop data solely to facilitate the Program, provided that this shall not prevent SiriusXM from obtaining and using the same or similar data obtained from third parties, including customers, without restriction. Shop also understands that SiriusXM relies on its sources for the accuracy and reliability of its information, and therefore can only assume responsibility for data from Shop that is accurate, complete and reliable. **Shop agrees to share with SiriusXM or its contractors, or provide access to, customer information only to the extent permitted under Shop’s privacy policy and in accordance with applicable law. In addition, Shop understands and**

agrees that not all customers will qualify for Trial Subscriptions as part of the Service Lane Program and that Shop shall not represent that all customers will receive Trial Subscriptions as part of the Service Lane Program. Shop shall be considered an agent of SiriusXM solely for purposes of collecting and providing data to SiriusXM in accordance with these Terms & Conditions. Shop may discontinue its participation in the Service Lane Program at any time upon thirty (30) days' written notice to Sirius XM Radio Inc., Attention: Affinity Partnerships, 1290 Avenue of Americas, 11th floor, New York, NY 10104. NOTICE TO SHOPS: THIS AGREEMENT RELATES TO THE TRANSFER AND ACCESSING OF CONFIDENTIAL INFORMATION AND CONSUMER RELATED DATA. TO THE EXTENT REQUIRED BY APPLICABLE STATE OR FEDERAL LAW, SHOP AGREES TO PROVIDE TO CUSTOMERS A WRITTEN NOTICE EXPLAINING THE TYPES OF CUSTOMER DATA THAT SHOP WILL SHARE WITH SIRIUSXM AND THE PURPOSE FOR WHICH DEALER WILL DISCLOSE CUSTOMER DATA TO SIRIUSXM, AND CONCURRENTLY WITH THE WRITTEN NOTICE, A CLEAR AND CONSPICUOUS METHOD BY WHICH CUSTOMERS CAN OPT OUT OF SHOP'S DISCLOSURE OF CUSTOMER DATA TO SIRIUSXM FOR PARTICIPATION IN THE PROGRAM. **TO THE EXTENT ANY CUSTOMER EXPRESSES A DESIRE NOT TO RECEIVE A SIRIUSXM TRIAL SUBSCRIPTION OR HAVE HIS OR HER CUSTOMER INFORMATION PROVIDED TO SIRIUSXM (BY OPTING-OUT OF SUCH SHARING OR OTHERWISE), SHOP SHALL NOT SHARE SUCH CUSTOMER INFORMATION WITH SIRIUSXM OR ITS CONTRACTORS.**

By participating in the Program, Shop agrees that the Terms & Conditions set forth herein, and those incorporated by reference, shall serve as an "**Agreement**," and Shop agrees to be bound hereby as of the date of Shop's initial participation in the Program or Shop's submission of an Authorization Form, whichever is earlier. SiriusXM agrees that it will not sell or share Shop's data with anyone without Shop's express written consent, other than those SiriusXM contractors used in connection with carrying out the Program. Shop has read, agrees with, and accepts all of the terms of this Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter hereof. This Agreement encompasses obligations which apply to Shop, to SiriusXM, and to SiriusXM's contractors who will have access to Shop's data. This Agreement shall be binding on Shop's successors and assigns. The Program, in whole or in part, may be modified or terminated at any time and without Shop's prior notification or consent. SiriusXM may terminate Shop's participation in the Program immediately upon Shop's breach of any of the terms of this Agreement or upon thirty (30) days' written notice for any reason or no reason. The provision and use of SiriusXM subscription services (Trial Subscriptions and paid subscriptions) are governed by the **SiriusXM Customer Agreement; see www.siriusxm.com**, as such terms may be modified from time to time by SiriusXM in its sole discretion. Each party agrees that it will comply with all applicable legal obligations relating to privacy, security, integrity, and confidentiality of data collected from Shop ("Customer Information"), except for aggregated data that does not enable identification of the shop's individual retail customers and any other extracted data, including all applicable federal or state laws, rules or regulations. Each party agrees that it will, at a minimum, implement and maintain appropriate administrative, technical, and physical safeguards reasonably designed to: (a) ensure against any anticipated threats or hazards to the security or integrity of the Customer Information; and (b) protect against unauthorized access to or use of the Customer Information that could result in substantial harm or inconvenience to the Shop or the individual who is the subject of Customer Information. Each party may disclose Customer Information, when required, pursuant to any federal or state law or regulation or rules or regulations of any governmental agency. These provisions shall apply during the term and after the termination of the Agreement.

NEITHER SIRIUSXM, ANY OTHER CONTRACTOR OF SIRIUSXM, NOR YOUR DATA PROVIDER, SHALL BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE THAT MAY ARISE IN CONNECTION WITH THE PROGRAM, EVEN IF SUCH PARTY HAS BEEN ADVISED ON THE POSSIBILITY OF SUCH DAMAGES.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, REGARDLESS OF PRINCIPLES OF CONFLICTS OF LAWS THAT MAY REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ANY ACTION OR LITIGATION CONCERNING THIS AGREEMENT WILL TAKE PLACE EXCLUSIVELY IN THE FEDERAL OR STATE COURTS SITTING IN NEW YORK, NEW YORK, AND THE PARTIES EXPRESSLY CONSENT TO THE JURISDICTION OF AND VENUE IN SUCH COURTS AND WAIVE ALL DEFENSES OF LACK OF JURISDICTION AND INCONVENIENT FORUM WITH RESPECT TO SUCH COURTS.

SIRIUSXM RESERVES THE RIGHT TO CHANGE THE TERMS & CONDITIONS OF THE PROGRAM AT ANY TIME. ANY CHANGES WILL BE EFFECTIVE UPON THE POSTING OF THE CHANGES ON WWW.SIRIUSXMFORSHOPS.COM (THE "SITE") OR UPON SHOP'S RECEIPT OF SUCH CHANGED TERMS & CONDITIONS, WHICHEVER IS EARLIER. SHOP'S CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING SUCH UPDATE WILL CONSTITUTE SHOP'S ACCEPTANCE OF SUCH CHANGED TERMS & CONDITIONS. SHOP SHOULD FREQUENTLY REVIEW THE TERMS & CONDITIONS ON THE SITE FROM TIME TO TIME TO UNDERSTAND THE TERMS THAT APPLY TO ITS PARTICIPATION IN THE PROGRAM.

Last Updated: November 13, 2019

Qualifying customers with vehicles equipped with factory- installed satellite radio will receive a complimentary: (i) 3-Month trial subscription of the SiriusXM All Access programming package (a \$21.99 monthly* savings) PLUS complimentary activation (an additional \$15 savings), or (ii) a 3-Month Trial subscription of the SiriusXM Premier streaming package (\$13/month** value) will be offered to qualifying customers with non-equipped vehicles or other ineligible vehicles (email required to receive offer). Service Lane for Shops complimentary trial terms of service subject to change. Must be enrolled in the SiriusXM Service Lane for Shops Program to participate, see complete terms at siriusxmforshops.com.

DETAILS: If your customer decides to continue service after their trial, the subscription plan they choose will automatically renew thereafter and they will be charged according to their chosen payment method at then-current rates. Fees and taxes apply. Customers should please see the SiriusXM Customer Agreement at siriusxm.com for complete terms and how to cancel. All fees, content and features are subject to change.

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