

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

Last Update: May 2022

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”, “License 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, applications(s) and any related firmware and documentation (collectively, the “Product(s)”) and services such as Sonos Radio and Sonos Voice Control (collectively, the “Services”) provided to You by Sonos.

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. SEE SECTION 13 BELOW FOR FURTHER DETAILS INCLUDING YOUR RIGHT TO OPT OUT OF ARBITRATION. 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 16, or equivalent minimum age in the relevant jurisdiction. If You are under 16, 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 requires a unique username and password combination (“Login Credentials”). 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 registration, You will need to set up a Sonos account (“Sonos Account”). 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. Sonos Product and/or Services may not work properly without a Sonos Account and a working Wi-Fi 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 Wi-Fi 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") service. You may use SVC only on or through SVC enabled Sonos Products and you may only make personal and non-commercial use of SVC. A SVC enabled Sonos Product and a Wi-Fi network connection are required to activate the SVC service. To subsequently use the SVC service, you are required to have a Wi-Fi network or Bluetooth connection. SVC service may not be available in all areas or on all Sonos Products. Please click [here](#) to learn more about where SVC service is currently available and on which Products.
 - i. You control your SVC enabled Sonos Product with your voice. Sonos records, stores and processes all audio recordings locally on your SVC enabled Sonos Product when you interact with SVC. The microphones on your SVC enabled Sonos Product are constantly listening to you; they are always on unless you deactivate them. However, your audio recordings are not sent to the cloud.
 - ii. In order to respond to your playback initiation requests, Sonos will process the parameters of your request (e.g. artist name, song name, genre, etc.) in the cloud, similarly to what happens when you run a similar search in the Sonos app. Only those parameters are sent to the cloud, in text form. The audio or transcript of your voice query does not leave your SVC enabled Product.
 - iii. Information available to Sonos about tracks, albums, artists or stations you saved, liked or recently listened to may be used to personalise the speech recognition performance on your SVC enabled Sonos products. We similarly ensure that custom room names you create in the Sonos app are recognised by Sonos products in your household.
 - iv. For more information on how Sonos uses data, including your personal data, to enable SVC service, please review our Privacy Statement.

3. CONSENT TO USE OF DATA

- a. 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. At all times Your personal information will be treated in accordance with Sonos Privacy Statement, which can be viewed at: www.sonos.com/legal/privacy.

4. THIRD PARTY CONTENT AND TECHNOLOGY, SERVICES AND MATERIALS

- 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.

LICENSE 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 license, in which case You agree that the terms of that license 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 LICENSE

- a. Subject to the terms and conditions of this Agreement, Sonos grants to You a worldwide, non-exclusive, non-transferable, personal license (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 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 licenses 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 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 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 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 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 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' 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 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 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 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 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. BINDING ARBITRATION AGREEMENT

BY USING YOUR PRODUCT, YOU AGREE TO THIS ARBITRATION AGREEMENT, SUBJECT TO YOUR RIGHT TO OPT-OUT AS DESCRIBED BELOW.

UNLESS YOU HAVE BROUGHT AN ELIGIBLE CLAIM IN SMALL CLAIMS COURT OR HAVE OPTED OUT AS DESCRIBED BELOW, THE PARTIES AGREE ANY CONTROVERSY OR CLAIM RELATING IN ANY WAY TO YOUR PRODUCT, INCLUDING ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE WARRANTY DESCRIBED IN SECTION 10, A BREACH OF SUCH WARRANTY, THE INTERPRETATION, SCOPE, OR VALIDITY OF THIS AGREEMENT, AND/OR THE PRODUCT'S SALE, CONDITION OR PERFORMANCE, WILL BE BROUGHT IN ARBITRATION SETTLED BY BINDING ARBITRATION ADMINISTERED BY NATIONAL ARBITRATION AND MEDIATION AND CONDUCTED BY A SINGLE ARBITRATOR APPOINTED BY NATIONAL ARBITRATION AND MEDIATION, IN ACCORDANCE WITH ITS COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES, FEES FOR DISPUTES WHEN ONE OF THE PARTIES IS A CONSUMER, AND MASS FILING SUPPLEMENTAL DISPUTE RESOLUTION RULES AND PROCEDURES.

You may learn more about National Arbitration and Mediation and its rules for arbitration by visiting www.namadr.com or by calling National Arbitration and Mediation's Commercial Dept. at 800-358-2550. Since this warranty concerns a transaction in interstate or international commerce, the Federal Arbitration Act will apply. The filing fees to begin and carry out arbitration will be shared between you and Sonos, but in no event will your fees ever exceed the amount allowable by the National Arbitration and Mediation, at which point Sonos will cover all additional administrative fees and expenses

Sonos waives its right to recover attorneys' fees in connection with any arbitration under this warranty. If you are the prevailing party in an arbitration then you may be entitled to recover certain fees as the arbitrator may determine pursuant to Section 21(D) of the Comprehensive Dispute Resolution Rules and Procedures.

Any arbitration under this agreement shall take place in Santa Barbara, California, 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.

Judgment on the award rendered by the arbitrator will be binding and final, except for any right of appeal provided by the Federal Arbitration Act and may be entered in any court having jurisdiction. Except as may be required by law, neither you nor Sonos nor an arbitrator may disclose the existence, content, or results of any arbitration under this agreement without the prior written consent of you and Sonos.

Exceptions to Binding Arbitration Agreement

IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION AGREEMENT

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 Agreement (or any subsequent changes to the provisions of the section titled "Binding Arbitration Agreement"); (2) your written notification must be mailed to Sonos at 614 Chapala St., Santa Barbara, CA 93101, 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 the binding arbitration agreement.

Sonos will provide thirty (30) days' notice of any changes to this "Binding Arbitration Agreement" section, and any such changes will go into effect thirty (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 Binding 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 Agreement will not apply to claims not yet filed.

Sonos will continue to honor 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.

In addition, you may pursue a claim in small claims court in your county of residence (if in the United States) or in Santa Barbara, California. In such a case the provisions of the section titled "Binding Arbitration Agreement" will not apply.

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 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>.