

CUSTOMER AGREEMENT FOR BUSINESS ESTABLISHMENT SERVICES

Version: July 20, 2012

Thank you for choosing the SiriusXM Music for Business Service ("**SiriusXM Music for Business**"). This customer agreement ("**Agreement**") between you and Sirius XM Radio Inc. ("**SiriusXM,**" "**the Company,**" "**us**" or "**we**"), applies to your paid or trial business establishment subscription in the United States ("**Business Establishment Subscription**"). It also applies to the Equipment Technology (as defined below) you use to enjoy your Business Establishment Subscription. The Business Establishment Subscription and Equipment Technology will be collectively referred to herein as the "**Service.**"

Your Subscription may automatically renew under this Agreement. Your Subscription will continue for the length of the initial term you select on your plan and at the end of your Business Establishment Subscription, it will automatically renew for additional periods of the same length unless you choose to cancel prior to that renewal, by calling us at 1-866-345-7474. Your account will automatically be charged (or you will be billed, as applicable) at the rates in effect at the time of renewal.

PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SITE OR THE SERVICE. BY ACCESSING OR USING THE SITE OR THE SERVICE, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. PLEASE DO NOT USE THE SITE OR THE SERVICE IF YOU DO NOT AGREE WITH THIS AGREEMENT.

IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SUBSCRIPTION. IF YOU DO NOT CANCEL YOUR SUBSCRIPTION WITHIN 3 BUSINESS DAYS OF THE START OF YOUR PLAN, IT WILL MEAN THAT YOU AGREE TO THIS AGREEMENT WHICH WILL BE LEGALLY BINDING ON YOU.

Our Privacy Policy governs the treatment by us of both anonymous and personally identifiable information that we collect when you, as the authorized representative of your business, use this website (the "**Site**") or the Service and when you provide information to us in any medium for the Service. Be sure to read our Privacy Policy which is found at www.siriusxm.com/privacypolicy.

A. LISTENER CARE - CONTACT INFORMATION: You may contact SiriusXM Music for Business Listener Care by calling 1-888-539-7474 Monday through Saturday from 8AM through 11PM ET and Sunday from 8AM to 8PM ET, or by writing to: SiriusXM Music for Business, 1221 Avenue of the Americas, New York, NY 10020, Attention: SiriusXM Music for Business Listener Care.

B. CHANGES IN TERMS AND SERVICE:

1. Changes To Terms: WE RESERVE THE RIGHT TO CHANGE THE TERMS OF THIS AGREEMENT AT ANY TIME. ANY CHANGES WILL BE EFFECTIVE UPON POSTING OF THE REVISIONS ON THE SITE REFLECTING THE NEW EFFECTIVE DATE. YOUR CONTINUED USE OF THE SERVICE FOLLOWING THE POSTING OF THE CHANGES ONLINE WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. YOU SHOULD FREQUENTLY REVIEW THESE TERMS (INCLUDING THE EFFECTIVE DATE) AND APPLICABLE POLICIES FROM TIME TO TIME TO

UNDERSTAND THE TERMS THAT APPLY TO YOUR USE OF THE SERVICE AND/OR USE OF THE SITE.

Other than with respect to programming changes referenced in subsection 2 below, if we make any material changes that, in our sole judgment, would have an adverse effect on your use of the Service, we will either post a notice on the Site that this Agreement has changed and the effective date of such change, provide you a notice describing such changes and their effective date, in the manner described in Section J.1. below, or send you a revised Agreement. In the event of any potential conflict between this Agreement and the terms of any offer for the Service, this Agreement will govern.

2. Change To Programming: The Service consists of a variety of music programming. We reserve the right to change, rearrange, add, or delete programming, including canceling, moving or adding particular channels, at any time, with or without notice to you. Your continued use of the Service following any programming changes will constitute your acceptance of such changes.

C. USE OF SERVICE:

1. Eligibility For Use of Service: You must be at least 18 years old, or the age of majority, as determined by the laws of your state of residency, to assume the obligations set forth in this Agreement on behalf of your business. We reserve the right to verify any address you provide.

2. Restrictions. We offer the Service solely in the United States, the District of Columbia, and Puerto Rico (together, our "**Service Area**"). Your business must possess a physical address in our Service Area to obtain the Service. We reserve the right to verify any address you provide.

Your manipulation or "spoofing" of a Receiver or any other activities undertaken to deliver to our servers a false geographical location is a violation of this Agreement.

The Service may only be used as foreground/background music in your business or in on-hold messaging on your business telephone system. More specifically, the Service may only be used as an accompaniment to routine activities at your business, such as work, shopping, conversation, dining and relaxation. The Service is not authorized for use as an accompaniment to dancing, use by a DJ or use in connection with a business that charges an admission fee (such as nightclubs, bowling alleys, fitness centers, skate parks, etc.).

Subscribers and non-subscribers alike, commercial or household, may not make any recordings of, or otherwise duplicate, stream, or make available for download, the Service content.

You shall not amplify, transmit or retransmit the broadcast of the Service so as to be audible outside of the business (beyond ordinary patio or other outdoor speaker usage) or otherwise retransmit the Service beyond your business.

You shall defend, hold harmless and indemnify SiriusXM for any liability that we incur, including costs and reasonable attorneys' fees, arising from your breach of this Section.

3. Service Interruptions: Service may be unavailable or interrupted from time to time for a variety of reasons many of which we cannot control. We are not responsible for any interruptions of the Service.

4. Service Cancellation: We reserve the right to cancel your Business Establishment Subscription at any time if you fail to pay amounts owing to us when due, violate or breach

any of this Agreement, or for any other reason in our sole discretion. If your Business Establishment Subscription is cancelled, you will still be responsible for payment of all outstanding balances accrued through the cancellation date, including any fees described herein. See also: F.2. "Automatic Renewal," F.8. "Fees," F.9. "Service Credits," and G. "Cancellation."

5. Service Choices: We may provide Business Establishment Subscriptions in a variety of programming packages which might suit your listening preferences, and we refer to them throughout as "**Packages**." At the date of this Agreement, our sole Package is entitled the SiriusXM "[Internet for Business Standard](#)" Package. We may also offer Business Establishment Subscriptions in a variety of recurring payment plans which might suit your needs, and we refer to them throughout as "**Plans**." Examples of our Plans are currently "Monthly," and "Annual." Not all Plans may be available for all of our Packages.

6. User Responsibility Channel Blocking: Some programming may include explicit language. It is your responsibility to impose listening restrictions that you consider appropriate for the environment of your business. We are not responsible for content that you or anyone else may find inappropriate.

7. FAQs for Business Establishment Subscriptions (Internet Radio Service only): Additional details for our commercial subscribers can be found in the FAQs area of the Site.

8. Interactive Services: You acknowledge and agree that (a) we are not responsible for material submitted to us or posted to the Site by users ("**user content**"); (b) we have no obligation to monitor, review or edit any user content; (c) we, or our designees have the right (but not the obligation) in our sole discretion to refuse or remove any user content that, in our judgment, does not comply with this Agreement or is otherwise undesirable, inappropriate or inaccurate; (d) user content you view, submit or post is at your own discretion and risk, including any reliance on the accuracy, completeness, or usefulness of such user content; (e) user content does not necessarily reflect the views of SiriusXM or its affiliates; and (f) we may preserve user content and may disclose user content if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any user content violates the rights of third-parties; or (iv) protect the rights, property, or personal safety of SiriusXM or its affiliates, its users or the public.

You represent, warrant and agree that you will not post user content which is harassing, abusive, vulgar, hateful, defamatory, sexually explicit, inflammatory, profane, racially or ethnically objectionable, religious or political, or that encourages inappropriate or unlawful conduct or imposes an unreasonable or disproportionately large load on the Site or otherwise interferes with the Site or infringes the rights of any third party. We may, at our sole discretion, immediately terminate your access to the Site should your conduct fail to conform with this Agreement. We do not solicit nor do we wish to receive any confidential, secret or proprietary information or other material through the Site or mail, or in any other way. Any user content posted on the Site or material submitted or sent to us or our affiliates will be deemed not to be confidential or secret. By posting user content on the Site, or sending any other material to us ("**material**"), you represent and warrant that the material is original to you and that no other party has any rights to the material, and you grant to us and our affiliates the royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part), including any information, suggestions, ideas, drawings or concepts contained in such material, worldwide and/or to incorporate it in other works in any form, media, or technology now

known or later developed. You are and will remain responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of such material.

9. Collection of Information. We may collect personal information about your use of the Service to help us better serve or customize the Service. We will use your information to (i) provide and improve the Service, (ii) enforce this Agreement, (iii) offer new products and services and (iv) perform market research. You acknowledge and agree that we will have the right to make our commercial customer list, and portions thereof, and your information available to selected third parties that we believe offer products and/or services that may be of interest to you. However, if you prefer that we not provide your information to third parties, please contact us at the address or telephone number indicated above.

10. No Right to Transfer a Business Establishment Subscription: SiriusXM Music for Business Service subscriptions are not transferrable.

D. RECEIVERS AND OTHER EQUIPMENT:

1. Business Establishment Subscriptions provided via the Internet: The Business Establishment Subscription is only provided via the Internet. In order to enjoy your Business Establishment Subscription, you must have a device to receive your Business Establishment Subscription which may be a computer, laptop, alternate web device, modem or router (referred to here as "**Receivers**") and Internet access service and/or any other appropriate hardware and/or software, from appropriate sellers, resellers, manufacturers or service providers. We are not responsible for and do not warrant any Receivers in any way whatsoever and are NOT responsible for the advertising, statements, practices, promises, services or warranties of such sellers, manufacturers or installers. If you have any complaints about your Receiver, you should direct them to the applicable seller, reseller, manufacturer, or service provider.

E. INTELLECTUAL PROPERTY RIGHTS:

1. Technology: You agree not to copy, decompile, disassemble, reverse engineer, make derivative works of or manipulate any technology or data or content stored or incorporated in any equipment used to receive the Service, including our online media player (collectively, "**Equipment Technology**"), or otherwise modify or tamper with, any such equipment. You also agree not to upload, post, transmit or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, disable or limit the functionality of the Site or the Service. AMBE[®] voice compression software included in certain products or the Service is protected by intellectual property rights including patent rights, copyrights, and trade secrets of Digital Voice Systems, Inc. The software is licensed solely for use within certain products or the Service. Furthermore, the content on the Service is protected by copyright and other intellectual property laws and all ownership rights remain with the respective content providers. You are prohibited from any export of the data (or derivative thereof) except in compliance with applicable export laws, rules and regulations. The user of software contained in the Site is explicitly prohibited from attempting to copy, decompile, reverse engineer, hack, manipulate or disassemble the object code, or in any other way convert the object code into human-readable form.

2. Content: All music, programming, text, software (including source and object codes), data, information, visual, oral or other digital material, and all other content of any description available on the Site or included in the Service (collectively, the "**Content**"), and all worldwide copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how, database rights and all other rights in or relating to the Content (collectively, the "**Intellectual Property**") are owned by SiriusXM, or are the property of our licensors and

suppliers who have given us permission to use it. Neither your access to and use of the Service nor does this Agreement grant you any right, title or interest or license in or to any such Content, and you may not use such Content without the express written permission of the owner(s). You may not create derivative works from the Content.

3. Trademarks: Sirius Satellite Radio[®], the dog logo, and SiriusXM Internet Radio[®] are trademarks, service marks or registered marks of SiriusXM ("**Marks**"). Other trademarks, service marks, graphics, logos and domain names appearing on the Service or the Site may be the trademarks of third parties. Neither your access to and use of the Service or Site nor does this Agreement grant you any right, title or interest or license to reproduce or otherwise use the Marks or any third-party trademarks, service marks, graphics, logos or domain names. Any goodwill in the Marks generated as a result of your use of the Service will inure to our benefit. You shall not at any time, nor shall you assist others to, challenge our right, title, or interest in or to, or the validity of, the Marks or any other intellectual property rights of SiriusXM.

4. Copyright: If you are authorized to act on behalf of a copyright owner, and any material on the Site infringes on the rights of the owner, please notify us:

Sirius XM Radio Inc.
Attention: Legal Department
1221 Avenue of the Americas, 37th Floor
New York, NY 10020
Fax: (212) 584-5353

To be effective, your notification must provide us with information that meets the requirements of the U.S. Copyright Act, which are summarized as follows:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- A detailed identification of the copyrighted work or works claimed to have been infringed;
- Information sufficient to permit us to locate the allegedly infringing material;
- Information sufficient to permit us to contact you, such as an address, telephone number or email address;
- A statement that you have a good faith belief that the use of the allegedly infringing material in the manner complained of is not authorized by the copyright owner, its agent or the law;
- Your sworn statement that the information in your notification is accurate; and
- Your sworn statement that you are authorized to act on behalf of the copyright owner of the allegedly infringing material.

F. PAYMENT: In return for receiving the Service, you agree to pay us as follows:

1. Subscription Fee: You must pay in advance by credit card or debit card. You may also pay by check. If you elect to receive an invoice or you request an invoice, you will be required to pay an invoice administration fee on each invoice rendered, except where prohibited. Please do not include comments or questions with your check. If paying by check against invoices, mail all payments to the address contained on your invoice and include your SiriusXM Account Number on your check. Payment can be sent to:

Sirius XM Radio Inc.
PO Box 78054
Phoenix AZ 85062-8054

By sending your completed, signed check to us, you authorize us to copy your check and to use the account information from your check to make a one-time electronic fund transfer from your account for the same amount as the check. Funds will be withdrawn from your account within 24 hours and you will not receive your check back from your financial institution. The electronic fund transfer from your account will be on the account statement you receive from your financial institution.

2. Automatic Renewal: Your Business Establishment Subscription will continue for the length of the initial term you select on your Plan ("**Subscription Term**") and at the end of your Business Establishment Subscription Term, it will automatically renew for additional periods of the same length unless you choose to cancel prior to that renewal, or your Service is cancelled, terminated, or discontinued by you or by us, or you select a different Plan. Your account will automatically be charged (or you will be billed, as applicable) at the rates in effect at the time of renewal. We may, at our option, process your renewal on a month-to month basis instead of your chosen Subscription Term.

3. Changes in Fees: Our fees and other charges are subject to change without notice.

4. Change of Address or Account Information: You must notify SiriusXM Music for Business Listener Care immediately of any change in your name, billing address, service address, email address, telephone number, credit card or other account information.

5. Statements: If you are not using an electronic method of payment, we will send you a paper statement for the billing plan you selected. If you elect to receive an invoice or you request an invoice, we will charge you an invoice administration fee on each invoice rendered. Billing statements will be provided only upon request. If you would like to receive a statement for a particular period, please contact SiriusXM Music for Business Listener Care. Please include the name and service address on your account in your letter.

6. Payments: All payments must be made in U.S. dollars. We do not accept recurring payment plans from cards issued by Canadian Card Issuers nor any gift cards issued by Visa, MasterCard, American Express or Discover. These types of cards may only be used for one-time payments to us. Your outstanding balance is due in full each payment period. Undisputed portions of your account must be paid by the due date to avoid a late fee and possible deactivation of the Service. No "payment in full" notation or other restrictive endorsement written on your payments will restrict our ability to collect all amounts owing to us. We expect you to pay your account balance on time. If you are delinquent in any payment to us, we reserve the right to suspend or terminate your Business Establishment Subscription and your Service and report any late payment or non-payment to credit reporting agencies. If your account is past due, and if we deactivate your Service, we will prorate your Business Establishment Subscription and amounts owed to us and will apply your pre-payments to past due amounts and any remaining credit to future obligations. WE MAY RECEIVE UPDATED CREDIT CARD INFORMATION FROM YOUR CREDIT CARD ISSUER. Your credit card issuer may give you the right to opt out of the update service.

7. Taxes: All amounts charged to your account may be subject to tax, which will vary according to your billing address and applicable law. You are responsible for all taxes or other government fees and charges, if any, which are assessed based on the Service address on your account.

8. Fees: We will charge you one or more of the following fees, all of which are subject to change without notice:

- **Activation Fee:** For each Receiver on your account, we may charge you a one-time fee to activate, reactivate, upgrade or modify your Service. The fee is payable with your first subscription fee payment. The activation fee is currently \$15.00.
- **Invoice Administration Fee:** If you elect to receive an invoice or you request an invoice, we will charge you an invoice administration fee on each invoice rendered, except where prohibited. The invoice administration fee is currently \$2.00 per invoice.
- **Late Fee:** If we do not receive your payment by the billing due date, we may charge you a late fee. The late fee is currently the lesser of (a) \$5.00 or (b) the maximum amount permitted under applicable law per month or partial month until the delinquent amount is paid in full, in each case, subject to applicable law. We do not extend credit to customers and you acknowledge that this fee is not an interest charge, finance charge, or other charge of a similar nature and it is reasonably related to the actual expense we incur due to unsatisfied payment and may be subject to limitations set forth by law in your state.
- **Returned Payment Fee:** If any bank or other financial institution refuses to honor any payment of yours, we may charge you a fee that is the lesser of (i) \$20.00 (\$15.00 for residents of West Virginia); and (ii) the maximum amount permitted under applicable law. You acknowledge that this fee is not an interest charge, finance charge, or other charge of a similar nature and it is reasonably related to the actual expense we incur due to unsatisfied payment.

We reserve the right to waive any of these fees, in whole or in part, at our discretion. Our failure to enforce any of these fees or any other provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms on any future occasion.

9. Service Credits: If you change an existing Business Establishment Subscription Package or Plan and keep the same Receiver, we must cancel your existing Business Establishment Subscription, we will charge you for the new Business Establishment Subscription, and you will receive a Service credit for the unused prepaid portion of the old Business Establishment Subscription. A Business Establishment Subscription you give up may be subject to fees to make a change, early cancellation fees, or nonrefundable prepayments. You will be responsible for the payment of such fees, which will be posted to your account, but you may still enjoy a Service credit or balance on your account when you begin your new Package or Plan. SERVICE CREDITS WILL NOT BE REFUNDED IN CASH, BUT WILL BE HONORED IN THE FORM OF SERVICE FOR THE REMAINING LENGTH OF THE CREDIT. UNUSED SERVICE CREDITS WILL EXPIRE UPON TERMINATION OF YOUR SUBSCRIPTION AND MAY NOT BE TRANSFERRED TO ANOTHER PERSON OR SUBSCRIPTION. Certain promotional Business Establishment Subscriptions are nonrefundable; if you make changes to such Business Establishment Subscriptions, no Service credits will be due on your account.

10. Changes to Packages and Plans: You may, in the future, have the right to change your subscription "Package" (e.g., ask us to change from " Business Standard" to another programming Package we may choose to offer). You also have the right to change your subscription "Plan" (e.g., ask us to change from a "Monthly Plan to an Annual Plan"). How the change will affect your account and charges will depend upon the choices you make. All of your Business Establishment Subscriptions may be combined on a single account. Service fees and balances are account-related, with a few exceptions.

11. SiriusXM Music for Business Listener Care: If you have a question about the Service, Business Establishment Subscription, fees, charges or your bill, or if you would like to change or reactivate your Business Establishment Subscription, please contact SiriusXM Music for Business Listener Care at the phone number or address set forth above under "CONTACT INFORMATION." If you contact SiriusXM Music for Business Listener Care in writing, please include the following information:

- Your name, service address, and account number;
- The dollar amount in question; and
- The details of your question.

Please do not include any payment with your correspondence. If you wish to dispute any charge, you must contact us by mail or phone (by following the instructions in this Agreement) within 30 days after the date you receive the statement in question. OTHERWISE YOU WAIVE YOUR RIGHT TO DISPUTE THE CHARGE. Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible deactivation of the Service.

G. CANCELLATION: You must comply with this Agreement or we may cancel the Service.

1. Cancellation: You may cancel your Business Establishment Subscription at any time by notifying SiriusXM Music for Business Listener Care. Your cancellation will become effective on your next Business Establishment Subscription "cycle date," which is the next month anniversary of your initial activation date (i.e., if you activated your Business Establishment Subscription on January 15th and cancel on April 1st your Business Establishment Subscription will end on April 15th). You are responsible for payment of all outstanding balances accrued through that date. A cancellation fee may apply.

2. Refunds: CERTAIN PROMOTIONAL BUSINESS ESTABLISHMENT SUBSCRIPTIONS ARE NONREFUNDABLE. If you cancel your Business Establishment Subscription prior to its expiration (excluding the aforementioned types of Subscriptions), you will receive a refund of amounts you paid directly, if any, on a pro-rata basis, less any applicable fees, unless provided otherwise in any offer for the Service that you accept. **IN THE UNLIKELY EVENT THAT WE CEASE BROADCASTING THE SERVICE, WHETHER AS A RESULT OF A LIQUIDATION, BANKRUPTCY, OR OTHERWISE, ALL PREPAID SUBSCRIPTIONS WILL BE TREATED AS NONREFUNDABLE.**

H. DISCLAIMERS/LIMITATION OF LIABILITY:

1. Disclaimers: YOU UNDERSTAND AND AGREE THAT THE SITE AND THE CONTENT AND FUNCTIONALITY OF THE SERVICE, INCLUDING PROGRAMMING AND ON-AIR ADVERTISING, ARE PROVIDED "AS IS" AND "AS AVAILABLE." SIRIUSXM AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICE, THE RELIABILITY, PREDICTIVE VALUE, COMPLETENESS, TIMELINESS, RELIABILITY, OR ACCURACY OF THE INFORMATION CONTAINED WITHIN THE SERVICE, YOUR RECEIVER OR OTHER EQUIPMENT, OUR TRANSMISSION, YOUR RECEPTION, OR THAT YOUR ACCESS TO OR YOUR USE OF THE SERVICE OR THE SITE WILL BE UNINTERRUPTED, ERROR FREE OR TIMELY WITH ALL UPDATES. ALL SUCH WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY DISCLAIMED.

2. Limitations of Liability: IN NO EVENT ARE WE OR OUR AFFILIATES LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, OR LOSSES RELATING TO THE USE, LOSS OF USE OR DATA, OR PURCHASE OF ANY RECEIVER OR EQUIPMENT OR YOUR PURCHASE OR USE OF THE SERVICE, OR FROM ANY CONTENT POSTED ON THE SITE BY US OR ANYONE ELSE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, WHETHER ARISING OUT OF BREACH OF THIS AGREEMENT, TORT OR ANY OTHER CAUSE OF ACTION RELATING TO THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT.

IN NO EVENT WILL THE AGGREGATE OF EACH OF SIRIUSXM AND ITS AFFILIATES' LIABILITY FOR ANY AND ALL OF YOUR CLAIMS, OR ANY THIRD PARTY CLAIMS, AGAINST US, AND OUR PROGRAMMING SUPPLIERS, SERVICE PROVIDERS, MARKETING/DISTRIBUTION SOFTWARE OR INTERNET SUPPLIERS OR HARDWARE OR SOFTWARE MANUFACTURERS, OR SUPPLIERS, CONTRACTORS AND LICENSORS, OR INDEPENDENT SELLERS, ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS PURSUANT TO THIS AGREEMENT OR BY THE NEGLIGENCE, ACTIVE OR PASSIVE, OF SIRIUSXM OR ITS AFFILIATES OR YOUR ACCESS TO OR USE OF OR INABILITY TO USE THE SERVICE OR THE SITE, EXCEED THE PRICE PAID BY YOU TO SIRIUSXM HEREUNDER FOR THE MOST RECENT SIX MONTHS OF SERVICE IMMEDIATELY PRIOR TO THE SPECIFIC EVENT WHICH GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK. THIS ALLOCATION OF RISK AND THE DISCLAIMER OF WARRANTIES HEREIN ARE REFLECTED IN OUR PRICES AND ARE A FUNDAMENTAL ELEMENT OF THIS AGREEMENT. YOU MAY HAVE GREATER RIGHTS THAN DESCRIBED ABOVE UNDER YOUR STATE'S LAWS.

3. Your Risk: YOU AGREE THAT YOUR ACCESS TO AND USE OF, OR INABILITY TO ACCESS OR USE THE SERVICE OR THE SITE IS AT YOUR SOLE RISK. YOU WILL NOT HOLD US, OUR PROGRAMMING SUPPLIERS, SERVICE PROVIDERS, MARKETING/DISTRIBUTION, SOFTWARE OR INTERNET SUPPLIERS, OR HARDWARE OR SOFTWARE MANUFACTURERS, OR SUPPLIERS, OR OUR CONTRACTORS OR LICENSORS, AS APPLICABLE, RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOST PROFITS RESULTING FROM YOUR ACCESS TO OR USE OF, OR INTERRUPTIONS IN THE TRANSMISSION OR RECEPTION OF THE SERVICE, OR SITE, INCLUDING ANY DAMAGE TO ANY OF YOUR COMPUTERS OR DATA, AND/OR ANY RECEIVER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PERSON SHALL CREATE A WARRANTY OR GUARANTEE IN ANY WAY WHATSOEVER RELATING TO THE SERVICE OR SITE.

4. Third Parties: THE THIRD PARTY LINKS, SERVICES, GOODS, RESOURCES AND CONTENT AVAILABLE ON THE SERVICE AND THROUGH LINKS ON THE SITE ARE NOT CONTROLLED BY US. ACCORDINGLY, WE MAKE NO WARRANTIES REGARDING SUCH THIRD-PARTY SERVICES, GOODS, RESOURCES, AND CONTENT, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT. WE WILL NOT BE LIABLE FOR YOUR ACCESS TO, USE OF OR DOWNLOADING OF CONTENT AVAILABLE ON OR THROUGH, THE SERVICE OR THE SITE. WE ARE NOT LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES OR LOSSES CAUSED BY YOUR USE OF THIRD-PARTY WEBSITES. YOU ASSUME FULL RESPONSIBILITY WHEN YOU CHOOSE TO FOLLOW ANY LINKS ON THE SITE THAT LEAD TO THIRD-PARTY WEBSITES.

5. State Law: SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

6. Miscellaneous: UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. OUR LICENSORS AND CONTRACTORS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THESE DISCLAIMERS.

7. Indemnification: EXCEPT FOR WILLFUL MISCONDUCT ON THE PART OF SIRIUSXM OR ITS AFFILIATES, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SIRIUS XM RADIO INC. AND ITS AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, OFFICERS, AGENTS, EMPLOYEES, LICENSORS AND SERVICE PROVIDERS ("**INDEMNIFIED PARTIES**") FROM ANY AND ALL CLAIMS, LIABILITY AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), WHETHER IN TORT, CONTRACT OR OTHERWISE, RELATING TO OR ARISING

OUT OF YOUR USE OF THE SERVICE AND ANY BREACH OF THIS AGREEMENT, APPLICABLE LAW OR ANY RIGHT OF THE INDEMNIFIED PARTIES OR ANY THIRD PARTY. THIS INDEMNIFICATION OBLIGATION INCLUDES THE ACTS OR OMISSIONS OF ANYONE ACCESSING THE SERVICE USING YOUR LOGIN ID, WITH OR WITHOUT YOUR PERMISSION.

I. RESOLVING DISPUTES:

PLEASE READ THIS PROVISION OF THIS SECTION CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. BY AGREEING TO ARBITRATION, YOU ARE HEREBY WAIVING THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR, OR A PANEL OF ARBITRATORS, INSTEAD OF A JUDGE OR JURY. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE (BY THEIR ACCEPTANCE OF THIS AGREEMENT, IN ACCESSING OR USING THE SERVICE OR THE SITE) TO HAVE ANY DISPUTES RESOLVED THROUGH ARBITRATION.

In order to expedite and control the cost of disputes, you agree that any legal or equitable claim relating to the Service, the Site, or your Business Establishment Subscription or this Agreement (a "**Claim**"), will be resolved as follows:

1. Informal Claim Resolution: To initiate an informal resolution to a Claim, you must send a notice by first class United States mail to Sirius XM Radio Inc., 1221 Avenue of the Americas, 36th Floor, New York, NY 10020, Attention: SiriusXM Music for Business Listener Care (a "**Notice**"). Neither of us may start a formal proceeding (except for Claims described in subsection 3 below) for at least 60 days after one of us notifies the other of a Claim in writing. If we initiate a Claim, we will send our notice to the billing address on file with us.

2. Formal Resolution: If we cannot resolve a Claim informally, including any Claim between us, and any Claim by either of us against any agent, employee, successor, or assign of the other, including, to the full extent permitted by applicable law, third parties who are not party to this Agreement, whether related to this Agreement or otherwise, including past, present, and future Claims and disputes, and including any dispute as to the validity or applicability of this arbitration clause, then these Claims shall be resolved, upon election by either party, exclusively and finally by binding arbitration.

The party initiating arbitration must follow the rules and procedures of the American Arbitration Association ("**AAA**") in effect at the time the Claim is filed, and the parties agree that the arbitration shall be administered by the AAA. You may obtain copies of the current rules, forms and instructions for initiating an arbitration by contacting:

American Arbitration Association
1633 Broadway, 10th Floor
New York, New York 10019
Web site: www.adr.org
(800) 778-7879

This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act ("**FAA**"), and not by any state law concerning arbitration.

3. Exceptions: Notwithstanding the foregoing, any dispute involving a violation of the Communications Act of 1934, 47 U.S.C. §605, the Electronic Communications Privacy Act, 18

U.S.C. §§2510-2521, or a violation of our intellectual property rights may be decided only by a court of competent jurisdiction.

4. Small Claims: Instead of proceeding to arbitration, either you or we have the option to pursue a Claim in small claims court (or the equivalent) so long as 1) the Claim remains in that court, and 2) is made solely on our behalf (if brought by us), or on your behalf. However, if that Claim is transferred or appealed to a different court, we reserve our right to elect arbitration.

5. Cost Sharing. Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable arbitration rules. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. However, we will advance or reimburse your fee if the arbitration firm or arbitrator determines there is good reason requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

6. Class Actions and Severability: If either party elects to resolve a claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other subscribers, or other persons similarly situated. No Claim submitted to arbitration is heard by a jury or may be brought as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration ("**Class Action Waiver**"). The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from this agreement to arbitrate Claims. '**Claim**' does not include any challenge to the validity and effect of the Class Action Waiver, which must be decided by a court. The parties acknowledge and agree that under no circumstances will a class action be arbitrated. If any portion of this arbitration agreement or the Class Action Waiver is limited, voided or cannot be enforced, then the parties' agreement to arbitrate (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver, that portion will be severed, and the rest of the arbitration agreement will continue to apply. If this entire agreement to arbitrate shall be null and void, then the parties agree that any actions shall be brought in the State or Federal courts of New York, New York.

7. Binding Effect: In the arbitration proceeding, the arbitrator must follow applicable law, and any award may be challenged, as set forth in the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court with jurisdiction.

J. MISCELLANEOUS:

1. Notices: Notices to you will be deemed given when deposited in the mail or when sent by email. Notices may be included in statements or other communications to you. We may also provide notice to you by telephone, which will be deemed given when a message is left with you, someone answering the telephone at your residence or on an answering machine or voice

mail system at your phone number on record with us. Your notices to us will be deemed given when we receive them at the telephone number or, in writing at the address, set forth above at "CONTACT INFORMATION."

2. Assignment of Account: We may assign your account and all rights and/or obligations hereunder to any third party without notice for any purpose, including collection of unpaid amounts, in the event of an acquisition, corporate reorganization, merger or sale of substantially all of our assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise.

3. Termination: We may terminate your right to use the Site at any time and without notice. We will terminate your right to use the Site if you violate this Agreement or any other policy posted on the Site.

4. Full Agreement: This Agreement constitutes the entire agreement between us concerning your access to and use of the Service or Site and may be modified by the unilateral amendment of this Agreement and the posting by us of such amended version. No salesperson or other representative is authorized to change it for you. If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of this Agreement will remain enforceable. Any specific terms that expressly or by their nature survive termination shall continue thereafter until fully performed. A waiver of any terms or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

5. Applicable Law: The interpretation and enforcement of this Agreement shall be governed by the rules and regulations of the State of New York and other applicable federal laws. Notwithstanding the foregoing, Section I. shall be governed by the FAA without reference to state law.

THANK YOU FOR CHOOSING SIRIUSXM MUSIC FOR BUSINESS.

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