

CUSTOMER AGREEMENT -- PLEASE READ

Effective: July 1, 2018

This customer agreement (this "**Agreement**") between you ("**Subscriber**," "**you**" or "**your**") and Sirius XM Radio Inc. (the "**Company**," "**us**," "**our**" or "**we**") applies to your paid, trial or other subscription ("**Subscription**") to our satellite radio service ("**Satellite Radio**"), our streaming service ("**Streaming**"), and any other service we offer such as traffic, weather (including marine and aviation), data and infotainment (collectively referred to as "**Service(s)**").

IF YOU DO NOT CANCEL YOUR SUBSCRIPTION WITHIN SEVEN (7) DAYS OF THE START OF YOUR SUBSCRIPTION, THIS AGREEMENT WILL BE LEGALLY BINDING ON YOU. YOUR SUBSCRIPTION WILL BE DEEMED TO START ON THE DAY YOU ARE ABLE TO USE OUR SERVICE OR RECEIVE A COPY OF THIS AGREEMENT, WHICHEVER IS SOONER. TO CANCEL YOUR SUBSCRIPTION PLEASE FOLLOW THE INSTRUCTIONS IN "A" BELOW.

Trial Subscriptions to our Service will automatically stop at the end of your trial period, unless you purchased a paid Subscription.

If you purchase a Subscription, it will continue under this Agreement for the length of the Plan you've selected (e.g. Annual, Semi-annual, Quarterly, etc.), and will automatically renew for additional periods of the same plan length, or on a monthly basis, or for the length described in the offer you select, at the rates in effect at that time, unless you cancel it.

Any dispute between us may be resolved by binding arbitration on an individual basis. By agreeing to this Agreement and binding arbitration you are waiving your right to go to court, including the right to a jury.

Our Privacy Policy governs the treatment by us of both anonymous and personally identifiable information that we collect when you use the Services, our apps or our website (the "**Site**"), and can be found at www.siriusxm.com/privacy.

Subscriptions are available to a variety of programming packages, and we refer to them in this Agreement as "**Packages**." Examples of our Packages are "All Access," "Select," "Mostly Music," "News, Talk & Sports," and "Premier Streaming." Subscriptions are also available in a variety of recurring payment plans, and we refer to them in this Agreement as "**Plans**." Examples of our Plans are "Monthly," "Quarterly," "Semi-Annual," "Annual," "Two Year," and "Three Year." Not all Plans are available for all Packages. You have the right to change your Package (e.g., from "Select" to "All Access"). You also have the right to change your Plan (e.g., from a Monthly Plan to an Annual Plan). We reserve the right to change, rearrange, add, or delete content on the Service or in any Package at any time, without notice.

A. HOW TO CANCEL:

1. You may cancel your Subscription at any time though this Agreement will remain legally binding if you do not do so within seven (7) days of the start of your Subscription. You must call us to cancel your Subscription. If you purchased your Subscription online, and you are a resident of

certain states, and in certain other circumstances, you may cancel online. Our contact phone numbers are listed below:

<u>Service</u>	<u>Phone Number</u>	<u>Hours</u>
Audio, Streaming, Data and Infotainment Subscriptions	1-866-635-2349	Monday through Friday 8:00 AM through 10:00 PM, ET Saturday and Sunday 8:00 AM through 8:00 PM, ET
Aviation and Marine Weather Subscriptions	1-800-985-9200	Hours same as above

Your cancellation will be effective on the date we receive your notification or on a later date that you request. In certain circumstances, a cancellation fee may apply, such as when you purchase a radio in combination with a subscription at a discount.

2. We may cancel your Subscription if you fail to pay for your Subscription, breach this Agreement, or for any other reason in our sole discretion. **IF YOUR SUBSCRIPTION IS CANCELLED, YOU ARE RESPONSIBLE FOR PAYMENT OF ANY OUTSTANDING BALANCES ON YOUR ACCOUNT, INCLUDING ANY FEES YOU MAY INCUR OR MAY HAVE INCURRED, AS DESCRIBED HEREIN.**

B. CONTACT INFORMATION FOR ISSUES OTHER THAN CANCELLATION:

1. By Phone: To contact us with Service related issues:

<u>Service</u>	<u>Care Phone Number</u>	<u>Hours</u>
Audio, Streaming Data, and Infotainment Subscriptions	1-888-539-7474	Monday through Friday 8:00 AM through 10:00 PM, ET Saturday and Sunday 8:00 AM through 8:00 PM, ET
Aviation and Marine Weather Subscriptions	1-855-796-9847	Hours same as above

These hours of operation are subject to change without notice.

2. By Email: To contact us by email, go to <https://listenercare.siriusxm.com/app/ask>.

3. By Chat: To chat with us online, go to www.siriusxm.com/contactus

4. By Mail: For all Services, write to: Sirius XM Care, P.O. Box 33174, Detroit, MI 48232. For aviation and marine weather Services, please note, "Attention: AV+MAR Care." For all other Services, please note "Attention: Listener Care."

C. AUTOMATIC RENEWAL: A paid Subscription will continue for the length of your selected paid Plan ("**Subscription Term**") and will automatically renew for additional like periods or any other length described in our offer, unless you cancel prior to that renewal, your Subscription is cancelled 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 each renewal, plus fees and taxes. If you do not accept the change in pricing, you have the right to reject the change by unsubscribing prior to the change taking effect. Changes in pricing will take effect at the start of the next subscription period following the date of the price change. We may, at our option, process your renewal on a month-to-month basis instead of your chosen Subscription Term.

D. CHANGES IN TERMS: WE RESERVE THE RIGHT TO CHANGE THIS AGREEMENT AT ANY TIME. ANY CHANGES WILL BE EFFECTIVE UPON POSTING OF THE REVISIONS AT WWW.SIRIUSXM.COM REFLECTING THE NEW EFFECTIVE DATE. YOUR CONTINUED USE OF THE SERVICE FOLLOWING THE POSTING OF THE CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES.

E. PACKAGES AND PLANS:

1. Multiple Subscriptions: You may have multiple radios and multiple Subscriptions. Each Subscription to the Satellite Radio Service is tied to one radio. A separate Subscription is required for each radio. If you have more than one Subscription on your account, the additional Subscriptions may be eligible for reduced rates. To qualify for and maintain a reduced rate, you must meet the following qualifications: (1) your Subscriptions must be on one account; and (2) you must have at least one active Subscription on a full-priced Plan, which may be a Select, Premier, All Access, or Premier Streaming Package, aviation or marine weather Package, or other qualifying Package. Trial Subscriptions and promotional or discount priced plans are not full-priced Plans and do not qualify for additional audio subscriptions for reduced rates.

2. Lifetime Subscription Plan: We previously sold Lifetime Subscriptions. This plan is no longer offered for sale. Such plans had been available for a specific radio. A Lifetime Subscription continues for the life of the designated radio and for so long as you own that radio. Lifetime Subscriptions are not transferable from one person to another. Lifetime Subscriptions are nonrefundable. The transferability of a Lifetime Subscription between radios is dependent on the type of radio. **Non-Automotive Radios:** A Lifetime Subscription purchased for a home, portable, or dock & play radio is transferable from one such radio to another up to a maximum of three (3) times. For each permitted transfer of a Lifetime Subscription from one Non-Automotive Radio to another, you will be charged a transfer fee. **Automotive Radios:** A Lifetime Subscription is not transferable if it is first purchased for, or subsequently transferred to, a radio installed in a vehicle by an automaker or an automotive dealer, except in the event the original radio associated with that Lifetime Subscription is stolen, accidentally damaged or if, in our sole discretion, it is defective. For each permitted transfer of a Lifetime Subscription from one Automotive Radio to another, you will be charged a transfer fee.

3. Business Establishment Subscriptions: Details for commercial subscribers and the Sirius XM Music for Business Services, including FAQs, can be found at siriusxm.com/siriusxmforbusiness.

F. FINANCIAL MATTERS: If you purchase a paid Subscription, you agree to pay us in advance as follows:

1. Subscription Billing Payments:

- **Credit Card Billing:** You may pay by credit card, debit card, a SiriusXM® Prepaid Service card or a SiriusXM® Visa gift card. For recurring payments, the gift card issuer may not permit you to use gift cards. Your card will be charged on the day you select the Subscription offer and on the day of each renewal of your Plan, or according to the payment terms in any offer you accepted.

- **Invoice Billing:** You may request to receive an invoice by mail (a "**paper invoice**") or by email (an "**e-bill**"). If you choose a paper invoice, you may be charged an Invoice Administration Fee. Payments may be made by check mailed to the address on the paper invoice. You must include your SiriusXM Account Number on your check. You may also pay online with a credit or debit card by logging into your account. If you choose an e-bill you will receive an email with a link to your online account where you can view your e-bill and make your payment with a credit or debit card. There is no Invoice Administration fee charged with an e-bill.

2. Payments: All payments must be made in U.S. Dollars. If you do not pay your balance, we will deactivate your Subscription for non-payment and charge a late fee. If you choose to reactivate your Subscription we may charge you an activation fee, and we will apply payments first to any past due amounts and then to your current and future obligations.

3. Taxes: All amounts charged to your account may be subject to tax, which will vary according to the address on your account, and are your responsibility.

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

- **Activation Fee:** For each radio on your account, we may charge you a fee to activate, reactivate, upgrade or modify your Service.
- **U.S. Music Royalty Fee:** Packages which include music channels may be charged a U.S. Music Royalty Fee. See www.siriusxm.com/usmusicroyalty
- **Invoice Administration Fee:** If you request to receive a paper invoice, we may charge you an invoice administration fee on each paper invoice rendered, except where prohibited.
- **Late Fee:** If payment is not received in a timely manner, we may charge you a late fee. This fee is not an interest charge, finance charge, or other charge of a similar nature.
- **Returned Payment Fee:** If any financial institution refuses to honor your payment, we may charge you a fee. 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.
- **A La Carte Channel Change Fee:** If you have an "A La Carte" Package, for each subsequent transaction to change your initial channel selections, you may be charged a fee.
- **Transfer Fee:** If you transfer a Subscription from one radio to another you may be charged a transfer fee. SATELLITE RADIO SERVICE SUBSCRIPTIONS ARE TRANSFERABLE ONLY TO THE EXTENT PROVIDED HEREIN.
- **Cancellation Fee:** Cancellation fees may be applied to Subscriptions activated in combination with a device purchased from us.

We reserve the right to waive any of these fees at our discretion.

5. Credits: If you change an existing Package or Plan, we will charge you the difference for the new Subscription. If the new fee is less than the fee you already paid for your current Package or Plan, you may request a refund or leave the credit on your account and it will be automatically applied to the next charge. If you make changes to a Lifetime Subscription, Trial Subscription, Subscription included in the sale or lease price of an automobile, and certain promotional Subscriptions, no credits will apply.

IF LISTENER CARE OR CUSTOMER CARE APPLIES A SERVICE CREDIT ON YOUR ACCOUNT (THAT IS A CREDIT PROVIDED AS AN ACCOMMODATION, AND NOT DUE TO A CHANGE IN SERVICE), SUCH UNUSED SERVICE CREDITS WILL EXPIRE UPON TERMINATION OF YOUR SUBSCRIPTION AND MAY NOT BE REFUNDED OR TRANSFERRED TO ANOTHER PERSON.

6. Billing Disputes: If you have a question about your bill, please contact us by mail, phone, or by chat at www.siriusxm.com/contactus. If you contact us in writing, please include the following information: Your name, service address, account number, and the details of your question. If you wish to dispute any charge, you must contact us within thirty (30) days after the date of the charge in question. OTHERWISE YOU WAIVE YOUR RIGHT TO DISPUTE THE CHARGE.

7. Refunds: LIFETIME SUBSCRIPTIONS, TRIAL SUBSCRIPTIONS, SUBSCRIPTIONS INCLUDED IN THE SALE OR LEASE PRICE OF AN AUTOMOBILE AND CERTAIN PROMOTIONAL SUBSCRIPTIONS ARE NONREFUNDABLE. If you cancel any other paid Subscription prior to its renewal date or expiration, we will refund amounts paid in advance, on a pro-rated basis, less any applicable fees, unless stated otherwise in the specific offer for Service that you accepted. Fees attributable to certain promotional offerings or Service received during trial periods may not be refunded.

G. RIGHT TO TRANSFER A SUBSCRIPTION: Paid subscriptions are generally transferable to another inactive radio, and may be subject to the payment of a transfer fee. Subscriptions are not transferable to another person. SUBSCRIPTIONS THAT ARE INCLUDED AS PART OF THE SALE OR LEASE OF A VEHICLE ARE NOT TRANSFERABLE to another radio. Subscriptions may be cancelled by us upon the sale and/or transfer of the vehicle to a subsequent owner. FOR INFORMATION ABOUT WHETHER A LIFETIME SUBSCRIPTION CAN BE TRANSFERRED SEE SECTION E.2.

H. USE OF SERVICE:

1. Eligibility: You must be at least 18 years old to purchase a Subscription.

2. Service Area: We offer the Satellite Radio Service in the 48 contiguous United States and the District of Columbia. The Sirius Satellite Radio Service is also available in Puerto Rico (with coverage limitations). The Streaming Service area includes our Satellite Radio Service area and also Alaska, Hawaii and Puerto Rico. (The Satellite Radio Service and Streaming Service areas are collectively referred to as the "**Service Area**"). Our aviation and marine weather Services are available in the continental United States and its coastal waters as well as Southern Canada. Our other Services, including traffic and weather services, are not available in all markets in the Service Area. Please consult our FAQs at www.Siriusxm.com/FAQs or contact us to find out if those Services are available in your area.

3. Streaming Service: You may use the Streaming Service on one device at a time per Subscription, unless otherwise described in our offer. The Streaming Service is intended to be enjoyed within the Service Area only. Any manipulation of the Service or "spoofing" of a web device or any other activities undertaken to deliver a false geographical location or any other false information to our servers is a violation of this Agreement.

4. Personal Use of the Service: The Service is provided only for your personal, non-commercial enjoyment. You may not make commercial use (except through our Music For Business service) of, or record (except as permitted in subsection 5 below), charge admission for listening to or distribute play lists of our programming. Should your username and/or password be lost or stolen, go to www.siriusxm.com/myaccount to change it immediately.

5. Recorded Content: Certain types of radios have the ability to record programming transmitted over the Service ("**Recorded Content**"). Subject to applicable laws, you may access such Recorded Content only as long as you pay your Subscription. We reserve the right to change, reduce, eliminate or charge a fee for this and/or any related functionality.

6. Service Interruptions: The Satellite Radio Service may be unavailable or interrupted for a variety of reasons, many of which we cannot control. The Satellite Radio Service might also not be

available in certain places (e.g., in tunnels, parking garages, or within or next to buildings) or due to electromagnetic interference from other technologies. The Streaming Service may be unavailable or interrupted from time to time as a result of difficulties with the Internet generally or with your web browser, computer, home wiring or network, cellular data service, or Internet service provider and/or other things we cannot control.

7. Advisory Nature of Services; User Responsibility; User Safety/Reliance; Parental

Control: You assume the entire risk related to your use of the Service. The traffic, weather, marine weather, aviation weather, and other content and emergency alert information and data on the Service is not for "safety for life," but is merely advisory in nature. You should not rely on such information in any aircraft, sea craft, automobile, or any other usage. We are not responsible for any errors or inaccuracies in information provided over the Service or its use. Some programming includes explicit language. We are not responsible for content that you or anyone else may find offensive or inappropriate.

8. Service Suspension: Subscribers to our audio, data, marine weather and aviation weather services may request that their paid Subscription be temporarily suspended one time in any calendar year for a duration of up to six months. You must call us to suspend service. Suspended subscriptions will receive no service, accrue no subscription fees, and be charged no fees to restore service to active status, provided that service is restored within the permitted six-month period. Services that are suspended will be automatically reactivated on the earlier of the date requested, or the six-month anniversary of the date the paid Subscription was suspended. If you requested a service suspension while in a promotional period, this suspension will not change the end date of your promotional period.

I. RADIOS AND OTHER EQUIPMENT:

1. Authorized Equipment: You may access and use the Satellite Radio Service only with equipment authorized to receive the Satellite Radio Service. We do not manufacture or install the radios or related accessories you may use to receive the Service. We are not liable for any damage to your personal or real property, including your vehicle, home or other property, resulting from installation or use of any radio or accessories. Consult your owner's manual or the packaging for important information regarding warranties related to radios and accessories.

2. Loss or Transfer of Radio: If your radio is lost, stolen, sold or otherwise transferred, including by sale of your vehicle, you must cancel your Subscription or you will remain responsible for the payment obligations.

3. For Customers Using Our 360L Service; Your Relationship with our Wireless Provider:

You understand and agree that you: (1) have no contractual relationship with our underlying wireless service carrier for your 360L service; (2) are not a third party beneficiary of any agreement between us and our wireless provider; (3) that our wireless provider has no liability of any kind to you, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise; (4) that data transmissions and messages may be delayed, deleted or not delivered, and 911 or similar emergency calls may not be completed; and (5) our wireless provider cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of our 360L service. Our "360L" service refers to the service we provide to radios utilizing a combination of the SiriusXM satellite network and a wireless Internet connection.

J. OUR HARDWARE, TECHNOLOGY AND CONTENT:

1. Technology: You agree not to copy, decompile, disassemble, reverse engineer, make derivative works of or manipulate any technology, data or content stored or incorporated in any radios, our apps, equipment or software used to receive the Service. You 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 Streaming Service.

2. Content: All music, programming, text, software (including source and object codes), data, information, visual, oral or other digital material, and all other content 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 are owned by us 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 or our apps, 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).

3. Trademarks: Sirius Satellite Radio[®], the dog logo, Sirius[®], SXM[®], SiriusXM Internet Radio[®], SiriusXM[®], XM[®] and the XM logo are trademarks, service marks or registered marks of Sirius XM Radio Inc. ("**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 the Site grants 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.

K. LIMITATION OF LIABILITY:

1. Disclaimers: ALL OF OUR SERVICES, INCLUDING PROGRAMMING AND ON-AIR ADVERTISING, ARE PROVIDED "AS IS" AND "AS AVAILABLE." ALL WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY DISCLAIMED.

UNDER NO CIRCUMSTANCES SHOULD A USER OF THE SERVICE MAKE DECISIONS BASED SOLELY OR IN PART ON TRAFFIC, WEATHER, OR OTHER INFORMATION CONTAINED WITHIN THE SERVICE OR OUR APPS. THE COMPANY ASSUMES NO RESPONSIBILITY FOR ACCIDENTS, DAMAGES OR OTHER LOSSES RESULTING FROM OR ASSOCIATED WITH USE AND/OR MISUSE OF THE SERVICE OR OUR APPS.

2. Limitations of Liability: IN NO EVENT ARE WE OR ANY THIRD PARTY 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 RADIO OR EQUIPMENT, OR YOUR PURCHASE OR USE OF THE SERVICE, YOUR USE OF THE SITE OR OUR APPS, 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 LIABILITY OF THE COMPANY AND COMPANY'S AFFILIATES FOR ANY AND ALL OF YOUR CLAIMS, OR ANY THIRD PARTY CLAIMS, AGAINST US AND OUR

PROGRAMMING OR DATA 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 THE COMPANY, AND/OR ITS AFFILIATES, OR YOUR ACCESS TO OR USE OF OR INABILITY TO USE THE SERVICE OR SITE, EXCEED THE PRICE PAID BY YOU TO THE COMPANY 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, OUR APPS, OR THE SITE IS AT YOUR SOLE RISK. WE ARE NOT 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 RADIO. 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. 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.

5. 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.

6. Indemnification: EXCEPT FOR WILLFUL MISCONDUCT ON THE PART OF THE COMPANY, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY, ITS SUBSIDIARIES, SHAREHOLDERS, OFFICERS, AGENTS, EMPLOYEES, LICENSORS AND SERVICE PROVIDERS ("**INDEMNIFIED PARTIES**") FROM ANY AND ALL CLAIMS, LIABILITY AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES), WHETHER IN TORT, CONTRACT OR OTHERWISE, RELATING TO OR ARISING OUT OF YOUR USE OF THE SERVICE, OUR APPS, OR THE SITE, 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, WITH OR WITHOUT YOUR PERMISSION.

L. RESOLVING DISPUTES:

PLEASE READ THE PROVISIONS OF THIS SECTION CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. THIS MEANS THAT 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 TO HAVE ANY DISPUTES RESOLVED THROUGH ARBITRATION.

Any legal or equitable claim relating to the Service, the Site, your 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., 1290 Avenue of the Americas, 11th Floor, New York, NY 10104, Attention: Customer Advocacy Team. Neither of us may start a formal proceeding (except for Claims described in subsection 3 below) for at least sixty (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 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 the Claim 1) remains in that court, 2) is made solely on our behalf (if brought by us) or on your behalf, and 3) does not seek damages or other monetary relief in excess of \$5,000. 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. 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 its own 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: 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**"). A "**Claim**" does not include any challenge to the validity and effect of the Class Action Waiver, which must be decided by a court. 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, as a private attorney general, or other Subscribers, or other persons similarly situated. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

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. If 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, subject to the right to appeal any limitation or invalidation of the Class Action Waiver. If this entire agreement to arbitrate is determined to 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.

M. MISCELLANEOUS:

1. Notices: Notices to you will be deemed given when deposited in the mail, when sent by email or by telephone, which will be deemed given when a message is left with you, someone answering the telephone at your residence or a voice mail system at your phone number on record with us. Notices may be included in statements or other communications to you. Your notices to us will be deemed given when we receive them at the telephone number or, in writing at the address, in Section B above.

2. Full Agreement: This Agreement constitutes the entire agreement between us concerning your access to and use of the Service, our apps, or the Site and may be modified by the unilateral amendment of this Agreement and the posting by us of such amended version. 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.

3. Applicable Law: The interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York. Section L. shall be governed by the FAA without reference to state law.

THANK YOU FOR CHOOSING SIRIUSXM.