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**LICENSE AGREEMENT AND LIMITED WARRANTY**

READ THE TERMS OF THIS LICENSE AGREEMENT AND LIMITED WARRANTY ("**AGREEMENT**") GOVERNING THE USE OF THE SOFTWARE AND RELATED FIRMWARE AND DOCUMENTATION (COLLECTIVELY, THE "**SOFTWARE**") PROVIDED TO YOU BY SONOS ("**SONOS**") CAREFULLY BEFORE USING THE APPLICABLE SONOS PRODUCT (SUCH HARDWARE, TOGETHER WITH THE SOFTWARE, REFERRED TO AS THE "**PRODUCT**").

BY INDICATING YOUR ACCEPTANCE OF THESE TERMS AND SELECTING THE "**ACCEPT**" BUTTON AT THE END OF THIS AGREEMENT, YOU ARE (1) REPRESENTING THAT YOU ARE OVER THE AGE OF 18, (2) REPRESENTING THAT YOU HAVE THE RIGHT AND AUTHORITY TO LEGALLY BIND YOURSELF OR YOUR COMPANY, AS APPLICABLE, AND (3) CONSENTING TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THESE TERMS OR CANNOT MAKE SUCH REPRESENTATIONS, SELECT THE "**DO NOT ACCEPT**" BUTTON AT THE END OF THIS AGREEMENT AND DO NOT USE THE PRODUCT. IF YOU ELECT NOT TO ACCEPT THE TERMS OF THIS AGREEMENT, YOU MAY RETURN THE PRODUCT WITHIN THIRTY (30) DAYS OF PURCHASE TO THE RETAIL LOCATION WHERE YOU PURCHASED IT, WITH ALL ORIGINAL PACKAGING FOR A FULL REFUND.

**1. 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, and (ii) use the desktop application portion(s) of the Software on any personal computer owned or controlled by You during the Term. Except as provided above, You may not transfer the Software to any other computing device or otherwise remove the Software from the Product. Notwithstanding any license granted herein by Sonos, You acknowledge and agree that it is Your sole responsibility to comply with U.S. and international copyright laws with respect to Your use of the Software.

(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 Software. All other rights are reserved by Sonos. You acknowledge and agree that the technology embedded in and used to create the Product constitute the valuable trade secrets and know-how of Sonos, and to the extent you discover any such trade secrets, You will not disclose them to any third party.

(c) Sonos shall have no obligation to provide any updates or upgrades to the Product, but in the event that it does, such updates, upgrades and any documentation shall be deemed the "Product", and shall be subject to the terms and conditions of this Agreement.

**2. 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 computing device.

(b) This Agreement will automatically terminate if You violate any of its terms.

(c) Sections 1(b), 3, 4, 6(c), 7 and 9 shall survive termination or expiration for any reason.

**3. COMPLIANCE WITH COPYRIGHT LAWS**

Sonos complies with U.S. and international copyright laws and in consideration of the licenses granted herein, You agree to do the same. 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. 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 3.

#### **4. SONOS PRIVACY POLICY**

Use of Sonos Products is subject to the Sonos Privacy Policy, which can be found at [http://www.sonos.com/legal/privacy\\_policy.htm](http://www.sonos.com/legal/privacy_policy.htm) and by reference is made a part of this Agreement. The Sonos Privacy Policy outlines the type of information that may be collected from you by Sonos and how such information may be used by Sonos. It is important that you read and understand the terms of the Privacy Policy.

#### **5. THIRD PARTY CONTENT AND TECHNOLOGIES SUPPORT**

From time to time, Sonos may provide access to third party content providers via the Product. In addition, Sonos may support certain third party technologies, such as specific file formats or codecs. Sonos reserves the right to discontinue access to and/or support for such third party content or technologies at any time, and for any reason. Sonos makes no representations or warranties whatsoever regarding the selection of, or continuing support for, any such third party content or technologies.

#### **6. WARRANTY AND DISCLAIMER**

(a) Limited Warranty. 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. SONOS DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR WILL BE ERROR-FREE, OR THAT ALL ERRORS MAY BE CORRECTED. EXCEPT AS SET FORTH IN SECTION 6(C), 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.

(b) Limitations. The foregoing warranty does not extend to problems in the Product 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.

(c) Disclaimer. EXCEPT AS EXPRESSLY SET FORTH ABOVE, SONOS MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCT. SONOS AND ITS SUPPLIERS HEREBY SPECIFICALLY DISCLAIM ALL OTHER EXPRESS, STATUTORY AND IMPLIED WARRANTIES AND CONDITIONS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND THE IMPLIED CONDITION OF SATISFACTORY QUALITY. EXCEPT AS EXPRESSLY STATED IN SECTION 6(A), THE PRODUCT IS SUPPLIED ON AN "AS IS" BASIS WITHOUT WARRANTY. YOU ASSUME ALL RESPONSIBILITIES FOR SELECTION OF THE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION AND USE OF THE PRODUCT. Some jurisdictions do not allow a limitation on implied warranties, and so the foregoing disclaimer may not apply to You. In any event, any implied warranties that may exist under the laws of Your jurisdiction are limited to the one (1) year period set forth in the limited warranty given under subsection (a) above.

#### **7. 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, NO MATTER HOW CAUSED AND ON ANY THEORY OF LIABILITY. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU, BUT THEY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

(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.

(c) The limitations in Section 7 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 essential purpose of any limited remedy. You acknowledge that these limitations reflect a reasonable allocation of risk.

## 8. 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, as furnished to You under this Agreement and used as authorized in this Agreement, infringes any third party's U.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 Action; (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 8 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.

## 9. MISCELLANEOUS

You acknowledge that the Product is subject to the export control law and regulations of the United States, and any amendments thereto. You warrant that You will comply in all respects with United States exports laws and regulations. This Agreement shall be governed by the laws of the State of California, without reference to its conflict of law principles. You consent to the jurisdiction of the federal and state courts sitting in the State of California. 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. 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 terms. 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.

For inquiries or questions regarding this Agreement, please send an e-mail to support@sonos.com or call (800) 680-2345.

**ACCEPT**

**DECLINE**

**PRINT**

**SAVE**