



**NOTICE TO DEALERS PARTICIPATING IN
SIRIUSXM'S PRE-OWNED PROGRAM AND/OR SERVICE LANE PROGRAM,
THE FOLLOWING TERMS & CONDITIONS APPLY:**

TERMS & CONDITIONS: I ("Dealer") understand that Sirius XM Radio Inc. ("SiriusXM") requires the use of data that exists in my dealer management system (DMS), including customer data, to activate my customers' SiriusXM Trial Subscriptions on vehicles with factory-installed satellite radios, create SiriusXM Trial Subscription accounts for customers, and to communicate with customers regarding their Trial Subscriptions and options to extend their SiriusXM services following the Trials (and, with respect to the Pre-Owned Program, to activate SiriusXM dealer demonstration service on my inventory of eligible vehicles) [for such purposes, collectively, the "Program"]. Therefore, I agree to share with SiriusXM (or its contractor) my DMS data on an on-going basis (and, with respect to the Pre-Owned Program, retroactively from 30 days prior to my enrollment) for use in connection with the Program and I agree to take all necessary action required to facilitate such sharing of data with SiriusXM. To the extent such data will be shared through my DMS provider, I hereby authorize and instruct: (i) for Reynolds DMS, Reynolds & Reynolds or other contractor at Reynolds' discretion to extract and share my DMS data with SiriusXM (or its contractor), and (ii) for any other DMS provider, such DMS provider to extract and share my DMS data with SiriusXM (or its contractor) or to permit Digital Motorworks, Inc. (DMi) or other contractor at SiriusXM's discretion to extract and share my DMS data with SiriusXM (or its contractor). I agree that if my DMS data is aggregated with the DMS data of sister or affiliate dealerships, then I am authorized to share (or permit the extracting and sharing of) DMS data on behalf of such sister or affiliate dealerships in the same manner for use in connection with the Program. I understand that SiriusXM agrees to use my data solely to facilitate the Program, provided that this shall not prevent SiriusXM from obtaining and using the same or similar data obtained from third parties, including customers, without restriction. I also understand that SiriusXM relies on its sources for the accuracy and reliability of its information, and therefore can only assume responsibility for data from Dealer that is accurate, complete and reliable. **I agree to share with SiriusXM or its contractors, or provide access to, customer information only to the extent permitted under Dealer's privacy policy and in accordance with applicable law. In addition, with respect to the Pre-Owned Program only, I agree to (A) inform my customers about the Trial Subscription upon their purchase of eligible vehicles and (B) make available to customers and insert in eligible vehicles in Dealer inventory SiriusXM promotional materials provided by SiriusXM. With respect to the Service Lane Program only, I understand and agree that not all vehicles with factory-installed satellite radios will qualify for Trial Subscriptions as part of the Service Lane Program and that I shall not represent to customers that they will receive Trial Subscriptions as part of the Service Lane Program.** Further, I understand I may discontinue my participation in (A) the Service Lane Program or (B) both the Service Lane Program and the Pre-Owned Program at any time upon 30-days written notice to Sirius XM Radio Inc., Attention: Automotive Remarketing, 27200 Haggerty Road, Suite B-5 Farmington Hills, MI 48331. NOTICE TO DEALERS: THIS AGREEMENT RELATES TO THE TRANSFER AND ACCESSING OF CONFIDENTIAL INFORMATION AND CONSUMER RELATED DATA.

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



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

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

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