



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

TERMS & CONDITIONS:

By participating in Sirius XM's Pre-Owned Program and/or Service Lane Program, Dealer understands and agrees that Sirius XM Radio LLC (together with its subsidiaries, "**SiriusXM**") requires the use of Dealer data, including customer data, to activate SiriusXM trial subscriptions ("**Trial Subscriptions**") for customers in vehicles with factory-installed satellite radios or other eligible equipment ("**Equipped Vehicles**"), create SiriusXM Trial Subscription accounts for customers (including, at Sirius XM's discretion, provide Trial Subscription options for SiriusXM Streaming or other qualified services to customers with non-Equipped Vehicles or non-qualifying Equipped Vehicles), deliver SiriusXM services to customers, communicate with customers regarding their Trial Subscriptions and options to extend their SiriusXM services following the end date of such Trial Subscriptions, and related business purposes (and, with respect to the Pre-Owned Program, to activate SiriusXM dealer demonstration service on Dealer's inventory of Equipped Vehicles) [for such purposes, collectively, the "**Program**"]. SiriusXM agrees that it will not use Dealer data for any purpose other than the Program, and that it will not sell nor share Dealer data with anyone without Dealer's express written consent, other than those SiriusXM contractors used in connection with carrying out the Program. Therefore, Dealer agrees to share with SiriusXM (or its contractor) its Dealer data on an on-going basis (and, with respect to the Pre-Owned Program, retroactively from 30 days prior to Dealer enrollment) for use in connection with the Program and agrees to take all necessary action required to facilitate such sharing of data with SiriusXM. To the extent such data will be shared through Dealer's data provider, Dealer authorizes and instructs: (i) for Reynolds DMS, Reynolds & Reynolds or other contractor at Reynolds' discretion to share Dealer data with SiriusXM (or its contractor), and (ii) for any other provider, such provider to share Dealer data with SiriusXM (or its contractor) or to permit CDK Data Services, Inc. (CDK) or other contractor at SiriusXM's discretion to share Dealer data with SiriusXM (or its contractor). Dealer agrees that if its Dealer data is aggregated with the data of sister or affiliate dealerships, then Dealer is authorized to share (or permit the sharing of) data on behalf of such sister or affiliate dealerships in the same manner for use in connection with the Program. Dealer understands that SiriusXM shall use Dealer 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. Dealer also understands 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.

With respect to the Pre-Owned Program only, Dealer agrees to (A) inform its customers about the Trial Subscription upon their purchase of Equipped Vehicles; (B) make available to customers and insert in Equipped Vehicles in Dealer inventory SiriusXM promotional materials provided by SiriusXM; (C) inform customers with vehicles that are not Equipped Vehicles that they may be eligible for Trial Subscriptions to SiriusXM Streaming or other qualified services and that Sirius XM may contact them to offer Trial Subscriptions and/or confirm eligibility; and (D) inform customers that SiriusXM may contact them by phone or other means regarding their subscriptions. With respect to the Service Lane Program only, Dealer agrees to inform customers that they may be eligible for Trial Subscriptions and that Sirius XM may contact them to offer Trial Subscriptions and/or confirm eligibility. Dealer shall not represent that all customers will receive Trial Subscriptions as part of the Service Lane Program. Dealer shall be considered an agent of SiriusXM solely for purposes of performing the obligations described in this paragraph.

By submitting this Authorization Form, 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 submission. 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 data. This Agreement shall be binding on Dealer's successors and assigns. 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 available at 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 Data**"), 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, the Personal Information Protection and Electronic Documents Act of Canada, the California Consumer Privacy Act or other 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 Data; and (b) protect against unauthorized access to or use of the Customer Data that could result in substantial harm or inconvenience to the Dealer or the individual who is the subject of Customer Data. Each party may disclose Customer Data, when required, pursuant to any federal or state law or regulation or rules or regulations of any court or governmental agency. In addition, Sirius XM hereby agrees to the Data Protection Addendum available at www.siriusxmdealerprograms.com/DataProtection, as it may be modified from time to time by SiriusXM in its sole discretion, which is incorporated herein by reference. These provisions shall apply during the term and after the termination of the Agreement.

NOTICE TO DEALERS: THIS AGREEMENT RELATES TO THE TRANSFER AND ACCESSING OF CONFIDENTIAL INFORMATION AND CUSTOMER RELATED DATA. TO THE EXTENT REQUIRED BY APPLICABLE STATE OR FEDERAL LAW, DEALER AGREES TO PROVIDE TO CUSTOMERS A WRITTEN NOTICE EXPLAINING THE TYPES OF CUSTOMER DATA THAT DEALER WILL SHARE WITH SIRIUSXM AND THE PURPOSE FOR WHICH DEALER WILL DISCLOSE CUSTOMER DATA TO SIRIUSXM, AND CONCURRENTLY WITH THE WRITTEN NOTICE, A CLEAR AND CONSPICUOUS METHOD BY WHICH CUSTOMERS CAN OPT OUT OF DEALER'S DISCLOSURE OF CUSTOMER DATA TO SIRIUSXM FOR PARTICIPATION IN THE PROGRAM. **TO THE EXTENT ANY CUSTOMER EXPRESSES A DESIRE NOT TO RECEIVE A SIRIUSXM TRIAL BSRIPTION OR HAVE HIS OR HER CUSTOMER DATA SHARED WITH SIRIUSXM (BY OPTING-OUT OR OTHERWISE), DEALER SHALL NOT SHARE SUCH CUSTOMER DATA WITH SIRIUSXM OR ITS CONTRACTORS. DEALER AGREES TO SHARE WITH SIRIUSXM OR ITS CONTRACTORS, OR PROVIDE ACCESS TO, CUSTOMER DATA ONLY TO THE EXTENT PERMITTED UNDER DEALER'S PRIVACY POLICY AND IN ACCORDANCE WITH APPLICABLE LAW.**

NEITHER SIRIUSXM, REYNOLDS & REYNOLDS, CDK NOR ANY OTHER CONTRACTOR OF SIRIUSXM, NOR YOUR DATA 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 SIRIUSXMDEALERPROGRAMS.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.

Dealer may discontinue its 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 LLC, Attention: Automotive Remarketing, 27200 Haggerty Road, Suite B-5 Farmington Hills, MI 48331.

ADDITIONAL TERMS & CONDITIONS APPLICABLE TO DEALERSHIP BEATS BENEFIT: SiriusXM may, in its sole discretion, make available the SiriusXM for Business service to Dealers actively participating in SiriusXM's Pre-Owned Program and Service Lane Programs (the "**Dealership Beats Benefit**"). To the extent such SiriusXM for Business service is made available to Dealer, Dealer shall use the SiriusXM for Business service solely in its showrooms and/or service areas and may not sell or transfer such benefit to any third party and Dealer shall not provide its log-in credentials for streaming SiriusXM for Business for use by anyone other than Dealer. In the event Dealer does not access the SiriusXM for Business service for an extended period, Dealer may need to contact SiriusXM to re-establish service. The provision and use of SiriusXM for Business service are governed by the **SiriusXM Customer Agreement for Business Establishment Services**; see www.siriusxm.com/siriusxmforbusiness. SiriusXM may modify or terminate, in whole or in part, the Dealership Beats Benefit at any time in its sole discretion without notice. SiriusXM's discontinuance of the Dealership Beats Benefit shall not automatically terminate Dealer's participation in the SiriusXM Pre-Owned Program and/or Service Lane Program.