

AcuraLink® Subscription Services

Terms of Use

Effective as of August 27, 2019

Your Acura vehicle ("**Vehicle**") may come with active connected vehicle services. PLEASE READ THE AMERICAN HONDA VEHICLE DATA PRIVACY POLICY LOCATED ON WWW.ACURALINK.ACURA.COM AND ALL PAGES OF THIS AGREEMENT COMPLETELY BEFORE USING ANY ACURALINK SUBSCRIPTION SERVICES AND KEEP A COPY FOR YOUR FILES. **IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACTIVATE OR USE ANY OF THE SUBSCRIPTION SERVICES. IN ADDITION, FOR CERTAIN SUBSCRIPTION SERVICES, INCLUDING WITHOUT LIMITATION, AUTOMATIC COLLISION NOTIFICATION, YOU MUST CALL US AT 800-289-7058 (2019 RDX) OR 800-382-2238 (ALL OTHER VEHICLES) AND REQUEST TO HAVE SUCH SUBSCRIPTION SERVICES DEACTIVATED.**

Welcome to the AcuraLink subscription-based connected vehicle services (the "Subscription Services"). Your Subscriber Agreement, including these AcuraLink Subscription Services Terms of Use (the "Terms"), all together referred to herein as the "Agreement", apply to your use of the Subscription Services as part of a subscription package, whether in a trial or paid subscription (each, a "Subscription Package"). If you activate, receive, use, accept or otherwise access any of the Subscription Services, you are bound by these Terms, even if you have not electronically or manually signed or expressly accepted this Agreement. See Section 2A of these Terms.

READ AND KEEP A COPY OF ANY ADDITIONAL ACURALINK DOCUMENTS GIVEN OR SENT TO YOU. ANY ACURALINK DOCUMENTS (REGARDLESS OF WHETHER THEY STATE THEY BECOME PART OF THIS AGREEMENT) ARE AUTOMATICALLY DEEMED A PART OF THIS AGREEMENT IF YOU ACCEPT ANY OF THE SERVICES SUCH DOCUMENTS DESCRIBE.

As used in the Agreement, the terms "you" and "your" shall be deemed to refer to, and the Agreement shall be binding upon, any person or entity who has purchased or leased, or uses as a driver or occupant (e.g., additional drivers, passengers), a Vehicle equipped with active Subscription Services, as well as any person who requests and/or uses any Subscription Services outside the Vehicle. Also, as used in the Agreement, the terms "we," "us," "our", and "AcuraLink" shall be deemed to refer collectively to the following persons/entities, each of which are intended beneficiaries of this Agreement: (i) Acura Division of American Honda Motor Co, Inc. and its affiliates, parent company, successors and assigns and dealers authorized by Acura Division of American Honda Motor Co, Inc. in the United States (collectively "**Acura**"); (ii) Sirius XM Connected Vehicle Services Inc. ("**Sirius XM**") and its affiliates, successors and assigns; and (iii) any employees, directors, officers, subcontractors, representatives and agents of any

of the foregoing. In addition, the following persons and entities are intended third party beneficiaries of this Agreement: Service Providers (defined below) and their affiliates, successors and assigns. **NOTE:** Satellite radio services provided by Sirius XM Radio Inc. in connection with your Vehicle's satellite radio device are separate and distinct from the Subscription Services.

Our mailing address is AcuraLink Subscription Services, P.O. Box 33058, Detroit, MI, 48232. Our client relations telephone number is 800-382-2238. Information about AcuraLink services, including the Subscription Services, is available online at www.AcuraLink.Acura.com.

ELECTRONIC SIGNATURE AND DISCLOSURE CONSENT NOTICE

You agree to the use of electronic documents and records in connection with your registration for and subscription to one or more Subscription Packages for Subscription Services and all future documents and records in connection with such Subscription Packages and the related Subscription Services—including without limitation this electronic signature and disclosure notice—and that this use satisfies any requirement that we provide you these documents and their content in writing. If you do not agree, do not accept this Agreement. You may (a) obtain a paper copy of this Agreement (free of charge), (b) withdraw your consent to the use of electronic documents and records, or (c) update your contact information by calling us at 800-289-7058 (2019 RDX) or 800-382-2238 (all other Vehicles). If you withdraw your consent to the use of electronic documents and records, then we may cancel this Agreement, terminate the Subscription Packages to which you have subscribed, and deactivate the related Subscription Services, and you will not be entitled to a refund for any unused portion of such Subscription Packages. To receive or access electronic documents and records, you must have the following equipment and software: (i) a device that is capable of accessing the Internet; (ii) an Internet browser that supports HTML 4.0 and 128-bit SSL encryption, such as Microsoft Internet Explorer 7 and higher, Firefox 3 and higher, Chrome 3.0 and higher; and (iii) software that permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader 8.0 or higher, and email. To retain documents and records, your device must have the ability to download and store PDF files. Your access to this page verifies that your system and device meets the above receipt, access, and retention requirements.

PRIVACY DISCLOSURE: YOUR VEHICLE COLLECTS, GENERATES AND TRANSMITS DATA THAT IS USED BY US TO PROVIDE THE SUBSCRIPTION SERVICES TO YOU AS FURTHER DESCRIBED IN SECTION 6 BELOW. BY RECEIVING, ACCESSING, USING OR ENROLLING IN SUBSCRIPTION SERVICES, YOU CONSENT ON BEHALF OF YOU AND OCCUPANTS IN YOUR VEHICLE TO THE COLLECTION, TRANSMISSION, STORAGE, USE, AND DISCLOSURE OF THE DATA DESCRIBED HEREIN. YOU ALSO CONSENT ON BEHALF OF YOU AND OCCUPANTS IN YOUR VEHICLE TO WIRELESS COMMUNICATION BEING CONDUCTED IN YOUR VEHICLE TO ENABLE US AND

OUR SERVICE PROVIDERS TO DELIVER SUBSCRIPTION SERVICES TO YOU OR OTHER OCCUPANTS IN YOUR VEHICLE. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO ADVISE ALL OCCUPANTS OF YOUR VEHICLE (INCLUDING OTHER DRIVERS AND OCCUPANTS WHO MAY BE IN THE VEHICLE WITHOUT YOU) HOW DATA RELATED TO THEIR USE OF YOUR VEHICLE MAY BE COLLECTED, TRANSMITTED, STORED, USED AND DISCLOSED.

1. SERVICE REQUIREMENTS AND SERVICE PROVIDERS. To receive any Subscription Services, your Vehicle must be equipped with an authorized AcuraLink embedded communication system (the **"AcuraLink Embedded System"**), which is the in-vehicle equipment, including hardware and software, used to provide the Subscription Services to your Vehicle. Not all Subscription Services are available for all Vehicles. Please visit www.AcuraLink.Acura.com for information about the available Subscription Services for your Vehicle. To receive Subscription Services after the expiration of any trial period, you must purchase and maintain an active subscription in one or more Subscription Packages in order to receive the Subscription Services associated with such Subscription Package(s). The Subscription Services available through the Subscription Packages are provided to you by Acura, through Sirius XM, our authorized connected vehicle services provider. Acura or Sirius XM in turn may interact with and/or engage one or more third party providers as necessary to provide the Subscription Services. Those third party providers include any individual or entity who provides any service, equipment, or facilities in connection with the Subscription Services or the AcuraLink Embedded System, including, but not limited to, wireless service providers, underlying wireless carriers, content suppliers, licensors, public safety answering points, third party responders (such as police, fire and ambulance), roadside assistance and towing companies, automakers, distributors and dealers. Such third party providers are referred to in this Agreement as **"Service Provider(s)"**. Sirius XM may receive and respond to your requests for Subscription Services through an automated operator or through specially trained personnel known as **"AcuraLink Agents"**. AcuraLink Agents may connect you or your Vehicle to, or contact on your behalf, other Service Providers such as the police, fire department, or ambulance service. The AcuraLink Agents will use reasonable efforts to contact appropriate Service Providers for help when you ask for it or when the AcuraLink Embedded System in your Vehicle signals for it, but it cannot be promised that any Service Providers will respond in a timely manner or at all. We will contact a Service Provider to provide assistance if the AcuraLink Customer Care center receives a crash notification signal and we are unable to make contact with someone in your Vehicle. The laws in some places require a request for emergency assistance to be confirmed before Service Providers will provide service. We will not contact Service Providers in these locations in response to a press of the ASSIST button if we cannot hear your request for assistance. We also may not

contact Service Providers in any location in response to a press of the ASSIST button from vehicles situated in locations that reasonably indicate that a crash/incident is unlikely, such as car dealerships, rental car companies, car washes or your address, if we cannot hear your request for assistance.

2. SERVICE ACTIVATION/DURATION AND CANCELLATION.

A. ACTIVATION. YOUR VEHICLE MAY COME WITH SOME SUBSCRIPTION SERVICES ALREADY ACTIVE BEFORE PURCHASE. YOU CAN ONLY RECEIVE AND USE THE FULL SUITE OF SUBSCRIPTION SERVICES BY ENROLLING IN THE APPLICABLE SUBSCRIPTION PACKAGE(S) AND ACCEPTING THIS AGREEMENT. SUBJECT TO APPLICABLE LAW, YOU ACCEPT THIS AGREEMENT WHEN YOU SIGN A CONTRACT THAT INCLUDES THIS AGREEMENT, OR WHEN YOU COMPLETE AND ELECTRONICALLY SIGN THIS AGREEMENT ONLINE OR AT YOUR DEALERSHIP, OR WHEN YOU SPEAK WITH AN ACURALINK AGENT OR AUTOMATED SYSTEM TO SUBSCRIBE FOR SUBSCRIPTION SERVICES, OR WHEN YOU (OR SOMEONE YOU AUTHORIZE TO USE YOUR VEHICLE) USE THE SUBSCRIPTION SERVICES OR ACCEPT ANY OF ITS BENEFITS (INCLUDING USING A VEHICLE WITH ACTIVE SUBSCRIPTION SERVICES). IF YOU DO ANY ONE OR MORE OF THESE FOUR THINGS TO ACCEPT, YOU ARE BOUND BY THIS AGREEMENT AND ANY LATER CHANGES OR AMENDMENTS TO IT.

B. Trial Subscription Terms. Your Vehicle may come with one or more trial subscription packages. The trial period for your initial AcuraLink Subscription Package (" **Initial Subscription**") commences either (i) when you enroll in an AcuraLink Subscription Package or (ii) for 2019 RDX only, on the original date of sale or lease of your Vehicle and, in each case, runs through the applicable trial period for such subscription package (" **Initial Subscription Period**"). You may also access additional AcuraLink Subscription Services by enrolling in additional AcuraLink Subscription Packages (" **Additional Subscription Packages**"). Any Additional Subscription Package may have its own eligibility and duration limits. Please visit www.AcuraLink.Acura.com for information about the available Subscription Packages for your Vehicle and the applicable trial period(s), if any. After the expiration of any applicable trial period, a paid subscription in the applicable Subscription Package will be required to continue to receive the Subscription Services associated with such Subscription Package.

C. Your Cancellation Rights. You may cancel any or all of your Subscription Packages for Subscription Services at any time subject to the conditions set forth herein. During the Initial Subscription Period, an active subscription in the Initial Subscription is required to maintain your subscription to any trial Additional Subscription Package. After the Initial Subscription Period, an active subscription in certain Subscription Packages may be required in order to subscribe to other Subscription Packages. Please visit www.AcuraLink.Acura.com for information about the eligibility requirements for the available Subscription Packages for your Vehicle. To cancel one or more Subscription Packages, you will need to call

AcuraLink Customer Care at 800-289-7058 (2019 RDX) or 800-382-2238 (all other Vehicles) or by any other method required by law. You will be required to provide your PIN in order to cancel service. We will refund to you on a prorated basis any service fees prepaid by you (excluding any amounts included in the purchase or lease price of your Vehicle) for remaining portions of the subscription period (i) after the date you request cancellation, or (ii) upon providing proof of the sale, lease expiration or destruction of your Vehicle by casualty, after the date of occurrence of such event. You promise to notify us promptly if you sell or otherwise transfer your Vehicle, its lease ends, or it is destroyed by casualty. If you fail to notify us that you have transferred the Vehicle, you will remain liable to us for any Subscription Services usage charges and you will indemnify, hold harmless and defend us against any action by the new owner relating to the Subscription Services, including but not limited to our use of the new owner's Vehicle information in providing the Subscription Services.

D. Our Cancellation and Suspension Rights. We may cancel your Subscription Packages and the related Subscription Services without cause, in which case, we will give you notice 30 days prior to the effective date of cancellation after which your account will be deactivated and your access to such Subscription Services will terminate. This means that we can decide to cease providing the Subscription Services to you at any time and for any reason, even for reasons unrelated to you or your account with us. We may also terminate your access to the Subscription Services without prior notice if your Vehicle, the AcuraLink Embedded System, or other equipment attached to your Vehicle operates in a manner that creates a nuisance to us or any Service Provider. In any of these aforementioned cases, we will refund any amounts you have paid in advance for the Subscription Services (other than any payment that was included in the purchase or lease price of your Vehicle), but not for the AcuraLink Embedded System. Additionally, we may cancel your Subscription Package(s) and the related Subscription Services without prior notice to you if we have received information that reasonably establishes you are no longer the owner/lessee of your Vehicle (e.g., copy of bill of sale identifying new owner/lessee, successful completion of takeover process by new primary driver) and, in such case, we will not refund any prepaid amounts to you unless you notify us as provided in Section 2C above. Also, we may cancel your Subscription Package(s) and the related Subscription Services without prior notice to you for any good cause. This means, for example, we can cancel your Subscription Package(s) and the related Subscription Services immediately if you breach any part of this Agreement, do not pay amounts that are due, interfere with our efforts to provide service, interfere with our business, or if your Subscription Services or wireless phone number is used for illegal or improper purposes. You do not have any right to have Subscription Services reactivated, even if you cure any of

these problems. Whether to allow you to have access to the Subscription Services again will be entirely up to us. In the event we cancel your Subscription Package(s) and the related Subscription Services for good cause, we will not refund any prepaid or unused portions of your services fees. We can suspend your Subscription Services for any reason that we could cancel your Subscription Services. We can also suspend your Subscription Services for network or system maintenance or improvement, or if there is network congestion, or if we suspect your Subscription Services are being used for any purpose that would allow us to cancel it.

E. SPECIAL NOTICE FOR VEHICLES WITH 3G OR 4G WIRELESS

TECHNOLOGY. MANY CONNECTED SERVICES SYSTEMS UTILIZE 3G OR 4G WIRELESS TECHNOLOGY. IT IS ESTIMATED THAT OUR CELLULAR CARRIER MAY DISCONTINUE SUPPORT OF 3G WIRELESS TECHNOLOGY BY 2023 AND 4G WIRELESS TECHNOLOGY BY 2028. ONCE 3G OR 4G WIRELESS TECHNOLOGY IS DISCONTINUED, YOUR VEHICLE'S ACURALINK EMBEDDED SYSTEM, IF UTILIZING 3G OR 4G WIRELESS TECHNOLOGY, WILL BE UNABLE TO CONNECT TO THE SUBSCRIPTION SERVICES AND YOUR VEHICLE MAY NOT BE UPDATED TO SUPPORT OTHER WIRELESS TECHNOLOGIES.

3. FEES, PAYMENT, BILLING AND TAXES.

A. Fees and Billing. Your Vehicle may come with one or more trial periods of complimentary service that begin either (i) when you enroll in an AcuraLink Subscription Package or (ii) for 2019 RDX only, on the initial date of purchase or lease of the Vehicle. Expiration dates and subscription fees, if applicable, for your selected Subscription Packages(s) are set forth in your Subscriber Agreement. In order to extend a Subscription Package beyond its trial period, you must purchase a subscription for that Subscription Package and provide us with a valid credit card number.

UPON EXPIRATION OF EACH SUBSCRIPTION PACKAGE'S TRIAL OR PAID TERM, **THAT SUBSCRIPTION PACKAGE WILL AUTOMATICALLY RENEW** AT THE BILLING INTERVAL YOU HAVE SELECTED. **UNLESS YOUR SUBSCRIPTION PLAN IS CANCELLED BY YOU ACCORDING TO THE TERMS SET FORTH IN SECTION 2C OR BY US AS ALLOWED BY THIS AGREEMENT, YOU HEREBY AUTHORIZE US TO CHARGE TO YOUR CREDIT CARD ON FILE**, OR A SUBSTITUTE ACCOUNT PROVIDED BY YOU OR YOUR CARD ISSUER, ON EACH SUBSCRIPTION RENEWAL DATE AT THE BILLING INTERVALS YOU HAVE SELECTED, THE THEN CURRENT SUBSCRIPTION RATE FOR YOUR RENEWING SUBSCRIPTION PACKAGE(S), PLUS ANY APPLICABLE FEES OR TAXES, FOR THE DURATION OF THE APPLICABLE SUBSCRIPTION SERVICES AS DESCRIBED IN SECTION 2B. PAYMENT MUST BE MADE IN U.S. DOLLARS AND IS DUE IN ADVANCE. By providing payment account information to us, you represent that you are an authorized user of such payment account. The price of your Subscription Package(s) may change over

time, and we will use the rates in effect at the time of each renewal for those charges.

B. Your Payment Obligations. Your payment responsibilities are dictated by the billing structure of the Subscription Package(s) that you choose. For all Subscription Packages, however, **you must always pay on time and (unless the law provides otherwise) in full**. You are responsible for paying directly to **all Service Providers** all charges for services furnished by them that are not expressly covered by your Subscription Package. If your credit card provider refuses a charge, we can terminate or suspend the Subscription Services applicable to your Subscription Package(s). If you object to any fees or charges for services billed by or through us, you must tell us in writing within 60 days after the fee or charge is incurred (unless the law does not allow a limit or the law requires a longer period) OR YOU WILL AUTOMATICALLY WAIVE THE DISPUTE.

C. Taxes and Other Fees. You promise to pay all taxes, fees, and surcharges set by the government and charged to you by us. We may not tell you in advance of changes to these items. We may charge additional fees related to our costs (or the costs of our Service Providers) to comply with government regulations. These can include items such as Federal Universal Service Charges, 911-related assessments or charges, false alarm fines and/or alarm permit fees, and other charges related to governmental costs. Where allowed by law, we may set these charges, and to the extent they are not taxes or required by law, we may keep them in whole or in part. Such charges are subject to change.

4. TRANSFERRING, REACTIVATING OR CHANGING YOUR SERVICE. Unless we agree otherwise, you cannot transfer any Subscription Package(s) to another Vehicle or another person. If you terminate your ownership interest in the Vehicle, you must contact us to deactivate the Subscription Services related to your Subscription Package(s). You may cancel, change or reactivate your Subscription Package(s) as provided elsewhere in this Agreement; however, we will only accept such requests directly from you. If we do any of these things, you agree to pay any charges associated with these requests.

5. CHANGES TO THIS AGREEMENT. We can change this Agreement at any time in our sole discretion (unless otherwise prohibited by law). We will provide notice of such changes by publishing a revised version of these Terms on the www.AcuraLink.Acura.com website. This includes changing any or all of this Agreement, even the prices and services provided. If any such change materially affects your rights under this Agreement, or negatively impacts your Subscription Services or Subscription Packages in a material way, or results in higher fees being charged to you by AcuraLink, we will provide you with notice of such change in writing, which may include by electronic mail. AFTER RECEIVING NOTICE OF A CHANGE THAT MATERIALLY AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT, NEGATIVELY IMPACTS YOUR SUBSCRIPTION PACKAGE IN A

MATERIAL WAY, OR RESULTS IN HIGHER FEES BEING CHARGED TO YOU, YOU MAY CANCEL THIS AGREEMENT OR AGREE TO THE CHANGE. IF YOU DO NOT CANCEL THIS AGREEMENT WITHIN 30 DAYS OF THE DATE OF THE NOTICE, THEN YOU WILL BE AGREEING TO THE CHANGE AND IT WILL AUTOMATICALLY BECOME PART OF THIS AGREEMENT AND YOU AGREE THAT WE MAY USE ANY CREDIT CARD OF YOURS THAT WE HAVE ON FILE FOR PAYMENT OF SUCH CHARGES. You can obtain a copy of the current Terms for this Agreement online at www.AcuraLink.Acura.com or by calling us.

6. PRIVACY

A. Information Collected by Us. Collection, use and disclosure of information about you or your Vehicle, including GPS location data, is essential for us to provide the Subscription Services to you. In providing the Subscription Services to you, and as more fully described in the American Honda Vehicle Data Privacy Policy, we may collect, maintain, use and disclose an electronic or other record of certain information about your Vehicle, you and/or occupants of your Vehicle, including: your Vehicle's description, location, speed, direction of travel, time of travel, service data, mechanical condition or incidents involving your Vehicle, your search content, information about anyone using the Subscription Services to make a call from your Vehicle or under your account; the date, time and duration of call and any AcuraLink Agent notes written during a call. You agree that we may record or monitor your Vehicle's location or other information when (1) you or other occupants in your Vehicle request Subscription Services; (2) the Subscription Services are active in your Vehicle; (3) your airbag deploys or a severe impact occurs; (4) your Vehicle is equipped to provide stolen vehicle locator and you report your Vehicle as stolen; (5) as required by applicable state and federal laws, rules and regulations; or (6) in connection with our attempts to communicate with you or recover your Vehicle pursuant to agreements governing the lease or financing of your Vehicle. Your Vehicle may also be equipped with one or more sensing or diagnostic modules capable of automatically retrieving, recording, transmitting, or storing certain vehicle data, such as trouble codes, tire pressure, battery voltage, coolant temperature, and service requirements.

B. Uses of Your Information. We use the information we collect from you or occupants of your Vehicle to, among other things, deliver the Subscription Services to you, manage your AcuraLink account, improve occupant and vehicle safety, conduct analysis and research, improve the Subscription Services experience at Acura dealers, offer opportunities that we think would be of benefit to you, and enhance your overall ownership experience.

C. Protection and Disclosure of Your Information. We have physical, electronic and procedural safeguards in place to reasonably mitigate the loss, misuse, and alteration of the information under our control. We share the information we collect with Service Providers for purposes described here. We

may also share information as necessary with third parties for analysis and research purposes. All Service Providers or third parties are contractually obligated to keep your information confidential if it is identifiable to you and to use such information only as we specify. We may also disclose information to individuals designated by you to be contacted in an emergency. You agree that we may release information, including location data, to comply with the law, in legal proceedings, to respond to valid subpoenas or court orders, in cooperation with law enforcement agencies, and to enforce the terms of this Agreement and any agreement related to the lease or financing of your Vehicle. Any data that we collect or that you provide to us, which is not identifiable to you, including but not limited to functionality use, statistics, and performance data shall be owned by us, unless otherwise indicated by law.

D. Monitoring and Recording. When a call is made to us or our Service Providers, whether initiated by you, an occupant of the Vehicle or an Automatic Collision Notification (See Section 9 below), we or the Service Providers may monitor and record conversations between the service centers and the Vehicle's occupants, as well as any conversations inside the Vehicle during the call, for quality purposes or any other purpose allowed by law. In addition, we or our Service Providers may monitor and record any conversations between our or their service centers and you or others contacting the service centers to discuss your account outside of the Vehicle for the same purposes described above. However, absent your contacting us or our Service Provider from the Vehicle, neither we nor any of our Service Providers have any ability to monitor, record, or otherwise access any audio or video feed from the Vehicle. YOU CONSENT, ON BEHALF OF YOURSELF, AND ALL OCCUPANTS OF YOUR VEHICLE, AND ANYONE ENGAGED IN A CONVERSATION WITH US OR A SERVICE PROVIDER ABOUT YOUR VEHICLE OR YOUR ACCOUNT, TO THE MONITORING AND RECORDING OF ALL CONVERSATIONS BETWEEN THE SERVICE CENTERS AND SUCH PERSONS OR ANY CONVERSATIONS THAT TAKE PLACE WITHIN RECORDING DISTANCE OF SUCH CONVERSATIONS WITH THE SERVICE CENTER AND SUCH PERSONS, AND YOU RELEASE US FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES AND LOSSES THAT MAY RESULT FROM ANY SUCH MONITORED AND/OR RECORDED CONVERSATIONS. Call recordings may be shared with dealers authorized by American Honda Motor Co, Inc. and other Service Providers. Additionally, if your Vehicle is equipped to provide stolen vehicle locator services and your Vehicle is stolen, an AcuraLink Agent may determine the location of the Vehicle, without the occupants' knowledge, in order to assist in recovering the Vehicle. AcuraLink may also be legally required to provide location data and other information obtained through the AcuraLink Embedded System to law enforcement agencies. YOU RELEASE ACURA AND SIRIUS XM FROM AND AGAINST ANY AND ALL CLAIMS OR LIABILITIES ARISING OUT OF THE DISCLOSURE OF INFORMATION UNDER THOSE CIRCUMSTANCES.

YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO ADVISE ALL OCCUPANTS OF YOUR VEHICLE (INCLUDING OTHER DRIVERS AND OCCUPANTS WHO MAY BE IN THE VEHICLE WITHOUT YOU) ABOUT THE POTENTIAL OF MONITORING AND RECORDING CONVERSATIONS AS DESCRIBED HEREIN.

E. Your Consent. YOU CONSENT ON BEHALF OF YOU AND OCCUPANTS IN YOUR VEHICLE TO WIRELESS COMMUNICATION BEING CONDUCTED IN YOUR VEHICLE TO ENABLE OUR SERVICE PROVIDERS TO DELIVER THE SUBSCRIPTION SERVICES TO YOU AND OCCUPANTS IN YOUR VEHICLE. YOU, ON BEHALF OF YOU AND OCCUPANTS IN YOUR VEHICLE, ALSO CONSENT TO THE COLLECTION, RECORDING, USE, AND DISCLOSURE OF THE INFORMATION DESCRIBED IN THIS AGREEMENT AND RELEASE ACURA AND SIRIUS XM FROM AND AGAINST ANY AND ALL CLAIMS OR LIABILITIES ARISING OUT OF THE COLLECTION, USE AND DISCLOSURE OF THIS INFORMATION. YOU ALSO AGREE THAT WE MAY CONTACT YOU IN YOUR VEHICLE, BY ELECTRONIC MAIL, OR BY TELEPHONE (INCLUDING THROUGH AUTOMATIC DIALING TECHNOLOGY) AT ANY NUMBER WE HAVE ON FILE FOR YOU, INCLUDING ANY CELLULAR PHONE NUMBER YOU PROVIDE TO US, EVEN IF DOING SO MAY RESULT IN ADDITIONAL TELECOMMUNICATIONS FEES OR CHARGES TO YOU, TO DISCUSS YOUR ACCOUNT OR TO PROVIDE THE SUBSCRIPTION SERVICES.

F. Your Rights. In addition to these Terms, the American Honda Vehicle Data Privacy Policy governs how we collect, maintain, use, and disclose your personal information to ensure that your personal information is protected appropriately and that your privacy is respected. We may change this policy at any time. You can access the current policy online at www.AcuraLink.Acura.com or request a copy by calling us or writing us. Please call 800-382-2238 for any comments or inquiries about the Vehicle Data Privacy Policy. You may review, modify, correct, or update the information you provide us at any time by calling us or writing us.

7. SERVICE AND SYSTEM LIMITATIONS.

A. Availability. Subscription Services for your Vehicle are only available in the 50 United States and, subject to roaming policies and services in place from the underlying wireless carrier, Canada and Puerto Rico. Access to Subscription Services, including third party responder services, may be limited when outside the United States. Subscription Services work using wireless communication networks and the Global Positioning System ("**GPS**") satellite network. NOT ALL SUBSCRIPTION SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL VEHICLES, AT ALL TIMES. The area where you are driving may affect the type or quality of service that we can provide to you, including, but not limited to, routing service. Additionally, some features of the Subscription Services may not be fully available if the GPS system is not working. Certain programming limitations of the GPS system may impair our ability to determine your Vehicle's precise location.

B. Technology and Communications. Subscription Services cannot work unless your Vehicle is in a place where we have an agreement with a wireless service provider for service in that area. Subscription Services also cannot work unless you are in a place where the wireless service provider we have hired for that area has coverage, network capacity, and reception when the Subscription Services are needed, and technology that is compatible with the Subscription Services. Subscription Services that involve location information about your Vehicle cannot work unless GPS satellite signals are unobstructed, available in that place and compatible with the AcuraLink Embedded System.

C. Vehicle and Equipment. The Subscription Services are provided using an embedded telematics device installed in your Vehicle, which receives GPS signals and communicates with the AcuraLink Customer Care center via wireless and landline communications networks. The AcuraLink Embedded System is not intended to place or receive personal calls and may only place calls to our Service Providers as permitted under this Agreement. YOUR VEHICLE HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) FOR THE ACURALINK EMBEDDED SYSTEM TO OPERATE. You may need to increase the volume of your radio to hear operator services or automated voice delivered services from the AcuraLink Embedded System. Subscription Services may not work if your AcuraLink Embedded System is not properly installed (by someone we have authorized) or you have not maintained it and your Vehicle in good working order and in compliance with all government regulations. If you try to add or modify any equipment or software in your Vehicle, including the AcuraLink Embedded System, the Subscription Services may not work and we can terminate your Subscription Packages(s). Your AcuraLink Embedded System needs to be compatible with the Subscription Services and the wireless service and technology provided by us. If seven or more days have elapsed since your Vehicle's last ignition cycle, some Subscription Services features may not be available until the Vehicle is started.

D. Geography and Environment. Circumstances beyond our control may prevent us from providing Subscription Services to you at any particular time or place, or may impair the quality of the Subscription Services. Some examples are hills, tall buildings, tunnels, weather, damage to important parts of your Vehicle in a crash or incident, or wireless network congestion.

E. Maps and Navigation. The routing data that we provide to you is based on periodically updated map information from our Service Providers, but may be inaccurate or incomplete. For example, our routing data may not include information about one-way roads, turn restrictions, construction projects, seasonal roads, detours or new roads. It may suggest using a road that is now closed for construction or a turn that is prohibited by signs at the intersection. In addition, traffic, weather and other events may cause road conditions to differ from the results generated. Therefore, you should always use good judgment,

obey traffic and roadway laws and instructions and evaluate whether it is safe and legal based on current traffic, weather and other conditions to follow the directions provided by the Subscription Services. Our mapping Service Provider requires that we inform you that by using Google Maps, you are subject to the Google Maps/Google Earth Additional Terms of Service, which may be found here: https://www.google.com/intl/en-US_US/help/terms_maps.html, including the Google Privacy Policy found here:

<https://www.google.com/intl/ALL/policies/privacy/index.html>.

F. Available Information. Some Subscription Services are limited to geographic areas where map data and emergency (911) contact information is available in our databases, which may be less than that which is otherwise generally available. Additionally, the Subscription Services may be limited based on the information provided by Service Providers.

G. Outside Our Control. AcuraLink is not responsible for any delay or failure in performance if such failure or delay could not have been prevented by reasonable precautions. Additionally, AcuraLink is not responsible if such failure or delay is caused by acts of nature, or forces or causes beyond our reasonable control. Examples include public utility electrical failure, acts of war, government actions, terrorism, civil disturbances, labor shortages or difficulties (regardless of cause), or equipment failures including Internet, computer, telecommunication or other equipment or technology failures.

8. SPECIAL NOTICES.

A. Software, Hardware and Equipment Updates. The Subscription Services involve software that we may need to change from time to time. We may do this remotely without notifying you first. Such changes may affect or erase data you have stored on the AcuraLink Embedded System in your Vehicle. We are not responsible for any lost data. You do not own the AcuraLink software or acquire any rights to use or modify the AcuraLink software on your own. Your Vehicle's systems also involve software that Acura may need to change from time to time. You agree to allow this to be done remotely without your consent.

B. Telecommunications/GPS Changes. The AcuraLink Embedded System uses digital wireless telecommunications technology and GPS technology that are outside of our control. Telecommunications technologies have been known to change over time, resulting in the obsolescence of certain telecommunications networks. **If the telecommunications technology or GPS technology used by your AcuraLink Embedded System changes in a way that results in incompatibility of those technologies with your AcuraLink Embedded System, then your AcuraLink Embedded System will not work and we may be forced to cancel your Subscription Package(s).** If that happens, we will notify you of the effective date of cancellation and describe our and your respective rights and obligations.

C. AcuraLink Wireless Carrier. As a condition to providing wireless service, the AcuraLink wireless carrier requires that you agree to the following terms:

(i) YOU HAVE NO CONTRACTUAL RELATIONSHIP WITH THE WIRELESS CARRIER AND YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ACURA AND THE WIRELESS CARRIER. YOU UNDERSTAND AND AGREE THAT, UNDER THIS AGREEMENT, THE WIRELESS CARRIER HAS NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU.

(ii) YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE WIRELESS CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THIS AGREEMENT OR THE USE, FAILURE TO USE, OR INABILITY TO USE THE SUBSCRIPTION SERVICES, EXCEPT WHERE THE CLAIMS RESULT FROM THE WIRELESS CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT.

(iii) YOU HAVE NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO THE ACURALINK EMBEDDED SYSTEM IN YOUR VEHICLE, AND YOU UNDERSTAND THAT ANY SUCH NUMBER CAN BE CHANGED FROM TIME TO TIME.

(iv) YOU UNDERSTAND AND AGREE THAT NONE OF ACURA, SIRIUS XM OR THE WIRELESS CARRIER CAN GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND NONE OF THE FOREGOING WILL BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SUBSCRIPTION SERVICES.

(v) THE SUBSCRIPTION SERVICES PROVIDED HEREUNDER ARE FOR YOUR USE ONLY AND YOU MAY NOT RESELL THE SUBSCRIPTION SERVICES TO ANY OTHER PERSON OR ENTITY.

(vi) YOU UNDERSTAND AND AGREE THAT THE WIRELESS CARRIER DOES NOT GUARANTEE YOU OR ANY OTHER PERSON UNINTERRUPTED SERVICE OR COVERAGE. THE WIRELESS CARRIER DOES NOT WARRANT THAT YOU OR ANY OTHER PERSON CAN OR WILL BE LOCATED USING THE SUBSCRIPTION SERVICES. THE WIRELESS CARRIER MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, FOR ANY: (A) ACT OR OMISSION OF A THIRD PARTY INCLUDING, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; (B) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, FAILURES TO TRANSMIT, DELAYS, OR DEFECTS IN THE SERVICES PROVIDED BY OR THROUGH THE WIRELESS CARRIER; (C) DAMAGE OR INJURY CAUSED BY SUSPENSION OR TERMINATION BY THE WIRELESS CARRIER;

OR (D) DAMAGE OR INJURY CAUSED BY A FAILURE OR DELAY IN CONNECTING A CALL TO ANY ENTITY, INCLUDING 911 OR ANY OTHER EMERGENCY SERVICE. TO THE FULL EXTENT ALLOWED BY LAW, YOU RELEASE, INDEMNIFY AND HOLD HARMLESS THE WIRELESS CARRIER FROM AND AGAINST ANY AND ALL CLAIMS OF ANY PERSON OR ENTITY FOR DAMAGES OF ANY NATURE ARISING IN ANY WAY FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, SUBSCRIPTION SERVICES PROVIDED BY THE WIRELESS CARRIER OR ANY PERSON'S USE THEREOF, INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF THE WIRELESS CARRIER.

9. SPECIAL INFORMATION AND AGREEMENTS ABOUT CERTAIN SERVICES

A. Automatic Collision Notification & Emergency Call. We will attempt to contact third party responders to respond to your crash or incident as set forth in Section 1. You understand that we cannot assure you, or make any guarantees, about the manner or timeliness of a third party response or even whether third party responders will in fact respond to your crash or incident at all or in a timely manner. YOUR VEHICLE HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) FOR THE AUTOMATIC COLLISION NOTIFICATION AND EMERGENCY CALL FEATURES TO OPERATE.

B. Stolen Vehicle Locator. If your Vehicle is stolen, we can try to locate it. Before we try to locate it, you'll need to file a stolen vehicle police report with the local authorities and be able to verify your identity to us. We will ask for information about the police report you filed and verify with the local authorities that they are treating the Vehicle as stolen. For your safety and the safety of others, we will only provide location information about stolen vehicles to the police. We will not continue to try to locate your Vehicle after seven days from the time you first report it stolen, and we cannot guarantee that we will find it. You may request one additional seven day extension, after which we will cease any efforts to locate your Vehicle. We also are not required to try to find your Vehicle for the purpose of locating a person. We will not provide stolen vehicle location service for your Vehicle to an unauthorized third party, which means anyone other than you or an authorized user of legal age listed on your account, a government entity pursuant to a valid court order or other official governmental action, or one of our affiliates in connection with enforcement of an agreement related to the leasing or financing of your Vehicle.

C. Content Based Services. The information available via the Subscription Services (e.g., maps, navigation and guidance, POI search and download, traffic, weather) is limited to that information which is available in the databases of the Service Providers performing those Subscription Services, which may or may not be complete or accurate at all times.

D. Geofence Alert. Upon the activation of an active Geofence Alert setting, location data will be transmitted on a periodic basis continually from your Vehicle until the Geofence Alert setting is turned off or for six months, whichever

comes first. You will only receive notifications in the event that the Vehicle exceeds the Geofence Alert parameters during the date and times indicated in your choice of alert settings. Alert notifications are sent once per Geofence Alert parameter setting per ignition cycle. Location data received by us during an active Geofence Alert setting period, but outside your notification windows, will be promptly discarded. You understand that your use of this Subscription Service allows you to remotely monitor information about your Vehicle's location, even if someone other than you is driving or occupying your Vehicle. You agree to adhere to the terms of this Agreement regarding informing other users and occupants of your Vehicle about the Subscription Services and system features and limitations.

E. Speed Alert. Alert notifications are sent once per speed setting per ignition cycle. You understand that your use of this Subscription Service allows you to remotely monitor information about the operation of your Vehicle, even if someone other than you is driving or occupying your Vehicle. You agree to adhere to the terms of this Agreement regarding informing other users and occupants of your Vehicle about the Subscription Services and system features and limitations.

F. Remote Door Unlock/Lock. We may be able to unlock your Vehicle doors remotely if you are locked out. This service requires you to establish and use a PIN. **We will provide assistance to anyone who can provide us your PIN or other satisfactory identification of your account.** If remote door unlock is unsuccessful, we may contact roadside assistance or another Service Provider to help you upon request.

G. Find My Car. It is your responsibility prior to activating Find My Car to ensure that doing so will not violate any regulation, ordinance or other law applicable to the location of your Vehicle at time of activation. This service requires you to establish and use a PIN each time it is accessed. **We will provide assistance to anyone who can provide us your PIN or other satisfactory identification of your account. You understand that any person who can access this service for your Vehicle will be able to identify where your Vehicle is parked.** We have no responsibility for, nor obligation to inquire about, the authority of anyone using an authorized password, PIN or other information that can be used to request Subscription Services for your Vehicle.

H. Remote Start. It is your responsibility prior to activating Remote Start to ensure that your Vehicle is in a location where it is safe to do so, and you expressly acknowledge that starting your Vehicle in an enclosed space or an open space with limited ventilation risks carbon monoxide poisoning, which could result in serious injury or death of you or others, and assume all risks and liabilities associated with activating Remote Start. In addition, you are responsible for using Remote Start in a manner that will not violate any regulation, ordinance or other law applicable to the location of your Vehicle at

time of activation. This service requires you to establish and use a PIN each time it is accessed. We will provide assistance to anyone who can provide us your PIN or other satisfactory identification of your account.

I. Personal Data Wipe. You can use the Personal Data Wipe feature to irretrievably remove some of your personal settings from the HondaLink Embedded System, including points of interest downloaded, navigation destinations, favorites, audio settings, stored music, and paired phones. Your use of this feature will not affect information stored on the hard drive of the Vehicle or your account information located outside the Vehicle.

10. YOUR RESPONSIBILITIES

A. Working System/Registration. The AcuraLink Embedded System in your Vehicle may be active before you buy or lease your Vehicle. In that case, we may create an AcuraLink account with personal information about you. If you do not want Subscription Services, you may call us or press the LINK button in your Vehicle and tell an AcuraLink Agent that you want to cancel Subscription Services, and we will process your account deactivation. Please note that deactivation of your AcuraLink account will terminate your access to all Subscription Services, including assistance services. Any transaction with anyone but us that you carry out using Subscription Services, and any use that you make of any information received from or through any Subscription Services, is entirely your responsibility. You act at your own risk.

B. Passwords/PINs. You promise to be fully responsible for the protection of your password and PIN. Anyone who has access to your password or PIN may be able to access your AcuraLink account, the Subscription Services, AcuraLink website, and AcuraLink Mobile Apps and, in doing so, may be able to identify where you or your Vehicle is or was located at a given time. We have no responsibility for, nor obligation to inquire about, the authority of anyone using your password, PIN or other information that can be used to identify your account to request Subscription Services for your Vehicle.

C. Proper Use of the Services. You are responsible for ensuring safety and compliance with all regulations, ordinances and other laws applicable to your Vehicle. You promise to use the assistance and roadside Subscription Services only for actual incidents and roadside assistance needs. You promise not to use Subscription Services for any fraudulent, unlawful, or abusive purpose, or in any way that is not described in materials provided by us to you or that interferes with our provision of services to you or to our other customers. You promise you will not abuse or do anything to damage our business operations, services, reputation, employees or facilities. If you do any of these things, you agree to indemnify, defend and hold us harmless from and against any and all costs, expenses (including attorneys' fees), losses, damages and other liabilities which arise from or in connection with a claim or demand that any third party makes

against us, which results in whole or in part from that use or misuse, or your actions or failure to act.

D. Safeguarding and Use of Others' Information. Certain information you receive through the Subscription Services belongs to us or third parties who provide it through us. It may be covered by one or more copyrights, trademarks, service marks, patents, trade secrets or other legal protections. You promise not to use any content you receive through the Subscription Services except as expressly authorized by us. You cannot license, lease, sell, resell, have licensed, have leased, have sold or resold, or otherwise transfer or convey any of it or use it for commercial purposes. You agree you will not copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any of it. Certain Service Providers impose further terms and conditions on providing services (for example, the end user terms covering navigation and location data). By using the Subscription Services, you also agree to be bound by those terms and conditions.

E. Other Users/Occupants of Your Vehicle. YOU ARE SOLELY RESPONSIBLE FOR ANY USE OF SUBSCRIPTION SERVICES IN YOUR VEHICLE, EVEN IF YOU ARE NOT THE ONE USING IT, AND EVEN IF YOU LATER CLAIM THE USE WAS NOT AUTHORIZED. YOU ARE ALSO SOLELY RESPONSIBLE FOR THE SUBSCRIPTION SERVICES REQUESTED BY YOU, OR BY ANYONE USING YOUR VEHICLE, THROUGH ACURALINK. You promise to educate and inform all users and occupants of your Vehicle about the Subscription Services and system features and limitations. We have no obligation to inquire about the authority of anyone using your Vehicle. If you, another driver or a passenger of your Vehicle uses the AcuraLink Embedded System to commit a crime or for another improper purpose, you agree to indemnify, defend and hold us harmless from and against any and all costs, expenses (including attorneys' fees), losses, damages and other liabilities which arise from such improper use.

11. NO WARRANTIES. Warranties are special kinds of promises. YOUR VEHICLE'S LIMITED WARRANTY (IF APPLICABLE) DOES NOT COVER THE SUBSCRIPTION SERVICES OR THE WIRELESS SERVICE, WHICH IS PROVIDED TO YOU ON AN "AS IS" AND "WHERE IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. IN ADDITION, WE CANNOT PROMISE UNINTERRUPTED OR PROBLEM-FREE SERVICE, AND CANNOT PROMISE THAT THE DATA OR INFORMATION PROVIDED TO YOU WILL BE ERROR-FREE. ALL DATA AND INFORMATION IS PROVIDED TO YOU ON AN "AS IS" BASIS. WE HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE ACURALINK EMBEDDED SYSTEM, THE SUBSCRIPTION SERVICES AND ANY DATA AND INFORMATION AND SERVICES PROVIDED THROUGH IT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO CONTENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, RELIABILITY, NON-INFRINGEMENT,

MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THIS AGREEMENT.

12. LIMITATIONS OF LIABILITY. You and we are each waiving important rights. Unless forbidden by law in a particular instance, we each agree as follows:

A. WE ARE NOT LIABLE FOR THE ACTIONS OR INACTIONS OF ANY SERVICE PROVIDER WE CONTACT FOR YOU OR YOUR VEHICLE, OR FOR OUR INABILITY TO CONTACT ANY SERVICE PROVIDER IN ANY PARTICULAR SITUATION.

B. WE ARE NOT LIABLE FOR (1) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR OR YOUR VEHICLE'S OCCUPANTS OR YOUR VEHICLE'S USE OF THE ACURALINK EMBEDDED SYSTEM OR SUBSCRIPTION SERVICES, OR (2) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF THE ACURALINK EMBEDDED SYSTEM.

C. THE MAXIMUM AGGREGATE LIABILITY OF US TO YOU UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO THE GREATER OF (I) \$500 OR (II) THE TOTAL AMOUNT PAID BY YOU FOR THE PORTION OF THE SUBSCRIPTION SERVICES GIVING RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE DATE YOUR CLAIM AROSE. YOU AGREE THAT WE WOULD NOT HAVE AGREED TO PROVIDE THE SUBSCRIPTION SERVICES TO YOU IF YOU DID NOT AGREE TO THIS LIMITATION. THIS AMOUNT IS THE SOLE AND EXCLUSIVE LIABILITY OF US AND ANY OTHER THIRD PARTY BENEFICIARIES TO YOU, AND IS PAYABLE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.

D. NEITHER YOU NOR WE CAN RECOVER (1) PUNITIVE OR EXEMPLARY DAMAGES, (2) TREBLE, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR (3) ATTORNEY'S FEES (EXCEPT IN CONNECTION WITH INDEMNIFICATION CLAIMS AS PROVIDED IN THIS AGREEMENT). YOU AND WE AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, ACTUAL, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT.

E. WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS OF 30 DAYS OR LESS. TO RECEIVE SERVICE CREDIT FOR LONGER INTERRUPTIONS, YOU MUST NOTIFY US WITHIN 60 DAYS AFTER THE TIME WHEN THAT SERVICE INTERRUPTION STARTED. EXCEPT FOR ANY CREDITS PROVIDED VOLUNTARILY BY US FOR A DROPPED CALL, OR CREDITS FOR INTERRUPTED SERVICE AS DESCRIBED ABOVE, NO ONE IS LIABLE TO YOU FOR DROPPED CALLS OR INTERRUPTED SERVICE, OR FOR PROBLEMS CAUSED BY OR CONTRIBUTED TO BY YOU, BY ANY THIRD PARTY, BY BUILDINGS, HILLS, TUNNELS, NETWORK CONGESTION, WEATHER, OR ANY OTHER THINGS ACURALINK IS UNABLE TO CONTROL.

F. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, YOU AGREE TO EXCUSE ANY NON-PERFORMANCE BY US CAUSED IN WHOLE OR IN PART BY AN

ACT OR OMISSION OF A THIRD PARTY, OR BY ANY EQUIPMENT FAILURE, ACT OF GOD, NATURAL DISASTER, STRIKE, EQUIPMENT OR FACILITY SHORTAGE, OR OTHER CAUSES BEYOND OUR CONTROL.

G. IF ANOTHER WIRELESS SERVICE PROVIDER IS INVOLVED IN ANY PROBLEM (FOR EXAMPLE, BECAUSE OF ROAMING), YOU ALSO AGREE TO ANY LIMITATIONS OF LIABILITY THAT IT IMPOSES ON ITS CUSTOMERS.

H. YOU AGREE THAT **WE ARE NOT LIABLE FOR** ANY ERRORS, DEFECTS, PROBLEMS, OR MISTAKES IN DATA OR INFORMATION TRANSMITTED THROUGH THE ACURALINK EMBEDDED SYSTEM.

I. You agree that the limitations of liability and indemnities in this Agreement will survive even after the Agreement has ended. These limitations of liability apply not only to you, but to anyone using your Vehicle, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to your Subscription Services or the AcuraLink Embedded System.

NOTE: Some states do not allow an exclusion or limitation of incidental or consequential damages or certain other damages, so some of the limitations above may not apply in some situations.

13. YOUR INSURANCE OBLIGATIONS. The service AcuraLink provides is intended as a convenience. The payments you make for the Subscription Services, if any, are not related to the value of your Vehicle or any property in it, or the cost of any injury to or damages suffered by you or anyone else as a result of the operation of your Vehicle. We are not an insurance company. You promise you will obtain and maintain appropriate insurance covering personal injury, loss of property, and other risks. FOR YOURSELF, AND FOR ANYONE ELSE CLAIMING UNDER YOU, YOU HEREBY RELEASE AND DISCHARGE US FROM AND AGAINST ALL HAZARDS COVERED BY YOUR INSURANCE. NO INSURANCE COMPANY OR INSURER WILL HAVE ANY RIGHT OF SUBROGATION AGAINST US.

14. YOUR RESPONSIBILITY FOR ANY THIRD PARTIES' CLAIMS. IN ORDER TO RECEIVE THE SUBSCRIPTION SERVICES, YOU AGREE THAT YOU WILL INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL AMOUNTS ANYONE ELSE CLAIMS FROM US, PLUS ANY AND ALL COSTS AND EXPENSES WE MAY INCUR (INCLUDING ATTORNEYS' FEES), RESULTING FROM ANY CLAIM, DEMAND OR ACTION, REGARDLESS OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND, OR ACTION, ALLEGING LOSS, COSTS, EXPENSES, DAMAGES, OR INJURIES (INCLUDING INJURIES RESULTING IN DEATH) ARISING OUT OF OR IN CONNECTION WITH (1) THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, WHETHER BROUGHT BY YOU, THE OCCUPANTS OF YOUR VEHICLE, YOUR EMPLOYEES (IF APPLICABLE), OR OTHER THIRD PARTIES, EVEN IF DUE TO OUR NEGLIGENCE OR THAT OF ANY OF THE SERVICE PROVIDERS; (2) THE USE OR POSSESSION OF DATA OR INFORMATION PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES AS DESCRIBED IN THIS AGREEMENT OR THE AMERICAN

HONDA VEHICLE DATA PRIVACY POLICY; (3) CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING OUT OF OR RELATED IN ANY WAY DIRECTLY OR INDIRECTLY TO THIS AGREEMENT; OR (4) THE USE, FAILURE TO USE, OR INABILITY TO USE THE SUBSCRIPTION SERVICES, EXCEPT WHERE THE CLAIMS RESULT FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN ADDITION, IF YOU HAVE AUTHORIZED US TO CHARGE AMOUNTS DUE AGAINST YOUR CREDIT CARD ACCOUNT OR OTHER SIMILAR ACCOUNT BY GIVING US A CARD OR ACCOUNT NUMBER, THEN YOUR AGREEMENT IN THIS SECTION EXTENDS TO CLAIMS, EXPENSES, LIABILITIES, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OR OWNERSHIP OF THE CREDIT CARD ACCOUNT, OR OTHER SIMILAR PAYMENT ACCOUNT, OR FROM THE ISSUER'S REFUSAL TO PAY AMOUNTS CHARGED TO SUCH ACCOUNT.

15. RESOLVING DISPUTES.

A. Arbitration. If you and we have a disagreement related to the Subscription Services, **we'll try to resolve it by talking with each other.** If we can't resolve it that way, then we and you agree to arbitrate **all disputes and claims** (except for small claims court cases) between us.

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. YOU AGREE THAT ANY CLAIM THAT YOU MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH BINDING ARBITRATION. YOU WAIVE THE RIGHT TO HAVE YOUR DISPUTE HEARD IN COURT AND WAIVE THE RIGHT TO BRING CLASS CLAIMS. YOU UNDERSTAND THAT DISCOVERY AND APPEAL RIGHTS ARE MORE LIMITED IN ARBITRATION.

Arbitration is a method of resolving a claim, dispute or controversy without filing a lawsuit. By agreeing to arbitrate, the right to go to court is waived and instead claims, disputes or controversies are submitted to binding arbitration. This provision sets forth the terms and conditions of our agreement. You and we agree and acknowledge that this Agreement affects interstate commerce and the Federal Arbitration Act ("FAA") applies. By subscribing to a Subscription Package or using the Subscription Services, you elect to have disputes resolved by arbitration. You, Acura, or any involved third party may pursue a Claim. "Claim" means any dispute between you, Acura, or any involved third party relating to your Subscription Package(s) or your use of the Subscription Services, this Agreement, or our relationship, including any representations, omissions or warranties. "Claim" does not include personal injury or wrongful death claims. You, Acura, or any involved third party may seek remedies in small claims court or provisional judicial remedies without arbitrating. In addition, notwithstanding anything herein to the contrary, you, Acura, or any involved third party may seek equitable relief in a court of competent jurisdiction. This arbitration provision does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for

example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf.

You, Acura, or any involved third party may select one of the following associations for arbitration: American Arbitration Association, JAMS or National Arbitration and Mediation. Contact these sponsors for their rules. The hearing will be in the federal district where you reside. If agreed, it may be by telephone or written submissions. Filing and arbitrator fees to be paid per the sponsor rules. You may contact the sponsor for a fee waiver. If no fee waivers, we will pay filing and arbitrator fees up to \$5,000, unless the law requires more. Each party is responsible for other fees. The arbitrator may award costs or fees to prevailing party, if permitted by law. We will not seek fees, unless the claims are frivolous.

The arbitrator shall be an attorney or current or retired judge familiar with automotive or consumer software. The arbitrator shall follow substantive law, statute of limitations and decide all issues relating to the interpretation, construction, enforceability and applicability of this provision. The arbitrator may order relief permitted by law. This provision is governed and enforceable by the FAA. An award shall include a written opinion and be final, subject to appeal by the FAA.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (" **Notice**"). The Notice to Acura should be sent to: **Legal Department, American Honda Motor Co, Inc., 1919 Torrance Blvd., Torrance, CA 90501**. The Notice to Sirius XM should be addressed to: **Sirius XM Connected Vehicle Services Inc., 1290 Avenue of the Americas, New York City, New York 10104, Attn: General Counsel**. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If we and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.

This provision survives termination of this Agreement or relationship, bankruptcy, assignment or transfer. If part of this provision is unenforceable, the remainder remains in effect. If unenforceability allows arbitration as a class action, then this provision is entirely unenforceable. You may opt out within 30 days of your initial use of Subscription Services by sending a signed, written notice to Acura at the notice address above. Acura reserves the right to make changes to this provision after providing written notice and an opportunity to opt out.

B. Governing Law. To the fullest extent permitted by law and except as explicitly provided otherwise, this Agreement and any disputes arising out of or relating to

it will be governed by the laws of the state of California without regard to its conflict of law principles.

C. Time Limits. EXCEPT WHERE PROHIBITED BY LAW, YOU ARE NOT ALLOWED TO BRING ANY CLAIM AGAINST US (OR ANY OTHER THIRD PARTY BENEFICIARY) MORE THAN ONE YEAR AFTER THE CLAIM ARISES.

16. GENERAL LEGAL INFORMATION.

A. Communicating with Each Other. Except as otherwise provided in the Arbitration provision in Section 15 above, ANY WRITTEN NOTICE FROM YOU REQUIRED BY THIS AGREEMENT WILL BE CONSIDERED GIVEN WHEN WE RECEIVE IT AT OUR ADDRESS PROVIDED IN THE INTRODUCTION OF THIS AGREEMENT. ANY WRITTEN NOTICE FROM US REQUIRED BY THIS AGREEMENT WILL BE CONSIDERED GIVEN WHEN WE SEND IT BY EMAIL TO ANY EMAIL ADDRESS YOU'VE PROVIDED TO US, OR TWO DAYS AFTER WE MAIL IT TO YOU AT THE MOST CURRENT BILLING ADDRESS WE HAVE ON FILE FOR YOU. Any oral notices will be considered given when we call you or when you call us at 800-289-7058 (2019 RDX) or 800-382-2238 (all other Vehicles).

B. Others Covered by this Agreement. EACH OF US AND YOU ARE BOUND BY THIS AGREEMENT. YOU AGREE THAT YOU WILL MAKE ALL OF THE OCCUPANTS OF YOUR VEHICLE, WHETHER PASSENGERS, GUESTS OR DRIVERS OF YOUR VEHICLE, AWARE OF OUR RIGHTS AND SUBJECT TO THE LIMITATIONS OF THIS AGREEMENT.

C. Our Relationship. Despite anything else this Agreement says, this Agreement does not create any fiduciary relationships between you and us. It also does not create any relationship of principal and agent, partnership, or employer and employee.

D. Assignment. We can assign this Agreement or your payments under it in whole or in part to anyone we choose. You cannot assign this Agreement or your rights or obligations to anyone else without our prior written consent and any attempted assignment in violation of this provision shall be void.

E. Final Provisions. This Agreement (which includes, without limitation, these Terms and any other documents incorporated herein by reference) is the entire agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present. In the event of a conflict between any provision contained in these Terms and any provision of any other AcuraLink document incorporated herein, the provision contained in these Terms shall take precedence, and no additional or different terms shall be binding on either of us unless mutually agreed to in writing. This Agreement will not be presumptively construed for or against either party. Section titles contained herein are for convenience only. If any part of this Agreement is considered invalid by a court or arbitrator, the rest of it will remain enforceable. Even after this Agreement has ended, its provisions will govern any disputes arising out of or relating to it (unless it has been replaced by a new agreement

between us). It will also be binding on your heirs and successors and on our successors and assigns. No waiver of any part of this Agreement, or of any breach of it, in any one instance will require us to waive any other instance or breach. IN SOME CIRCUMSTANCES WE MIGHT DECIDE TO PROVIDE YOU SERVICE VOLUNTARILY EVEN IF YOU WOULD NOT OTHERWISE QUALIFY. THIS WILL NOT BE DEEMED A WAIVER OR REQUIRE US TO DO SO AGAIN. YOU AGREE WE WILL NOT BE LIABLE FOR ANYTHING RESULTING FROM OUR PROVISION OF SUCH SERVICE.