

HondaLink® Registered Services Terms of Use

Effective as of October 25, 2021

Welcome to the HondaLink® registration-based connected vehicle services (the “Registered Services”), a Connected Vehicle Service offered through HondaLink®. These terms of use (these “Terms”) are a supplement to the general HondaLink® Terms and Conditions that you accepted when you activated, received, used, or otherwise accessed any of the services available through HondaLink®. The current version of the HondaLink® Terms and Conditions is available via the HondaLink Legal Terms link in the footer of www.hondalink.com. Capitalized terms used in these Terms, but not defined in these Terms, shall have the meanings assigned to them in the general HondaLink® Terms and Conditions. **IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACTIVATE OR USE ANY OF THE REGISTERED SERVICES.**

These Terms, the HondaLink® Terms and Conditions, and the Honda Privacy Policy and the American Honda Vehicle Data Privacy (collectively, the “Agreement”), define the full agreement between you (“you” or “your”) and American Honda Motor Co., Inc. (“Honda”, “we”, “our” or “us”) with respect to your use of the Registered Services. If you activate, receive, use, accept or otherwise access any of the Registered Services, you are bound by the Agreement, even if you have not electronically signed or expressly accepted the Agreement, unless otherwise stated by law. See Section 2A of these Terms.

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 Registered Services, as well as any person who requests and/or uses any Registered Services outside the Vehicle.

All notifications or notices under these Terms may be provided to you in accordance with the HondaLink® Terms and Conditions that you have accepted. Our mailing address is: Honda Automobile Customer Service, Mail Stop: CHI-5, 1919 Torrance Blvd, Torrance, CA 90501-2746. Our client relations telephone number is 800-999-1009. Information about HondaLink® services, including the Registered Services, is available online at www.hondalink.com.

PRIVACY DISCLOSURE: YOUR VEHICLE COLLECTS, GENERATES AND TRANSMITS DATA THAT IS USED BY US TO PROVIDE THE REGISTERED

SERVICES TO YOU. BY RECEIVING, ACCESSING, USING OR REGISTERING FOR REGISTERED SERVICES, YOU CONSENT ON BEHALF OF YOU AND OCCUPANTS IN YOUR VEHICLE TO THE COLLECTION, TRANSMISSION, STORAGE, USE, AND DISCLOSURE OF THE DATA AND PERSONAL INFORMATION AS DESCRIBED IN THE HONDA PRIVACY POLICY (AVAILABLE AT <HTTPS://WWW.HONDA.COM/PRIVACY-POLICY>) AND THE AMERICAN HONDA VEHICLE DATA PRIVACY POLICY (AVAILABLE AT HTTPS://WWW.HONDA.COM/-/MEDIA/HONDA-HOMEPAGE/PDF/AMERICAN_HONDA_MOTOR_VEHICLE_TECHNOLOGY_DATA_PRIVACY.PDF). 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 REGISTERED 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 Registered Services, your Honda vehicle ("Vehicle") must be equipped with an authorized HondaLink® embedded communication system (the "HondaLink® Embedded System"), which is the in-vehicle equipment, including hardware and software, used to provide the Registered Services to your Vehicle. The Registered Services are provided to you by Honda. Honda in turn may interact with and/or engage one or more third party providers as necessary to provide the Registered Services. Those third party providers include any person, company, or entity who provides any service, equipment, or facilities in connection with the Registered Services or the HondaLink® Embedded System, including, but not limited to, wireless service providers, underlying wireless carriers, content suppliers, licensors, automakers, distributors and dealers. Such third party providers are referred to in these Terms as "Service Provider(s)".

2. SERVICE ACTIVATION/DURATION AND CANCELLATION.

A. ACTIVATION. YOU CAN ONLY RECEIVE AND USE THE REGISTERED SERVICES BY ACCEPTING THESE TERMS. SUBJECT TO APPLICABLE

LAW, YOU ACCEPT THESE TERMS WHEN YOU SIGN A CONTRACT THAT INCLUDES THESE TERMS, OR WHEN YOU ELECTRONICALLY ACCEPT THESE TERMS ONLINE OR AT YOUR DEALERSHIP, OR WHEN YOU (OR SOMEONE YOU AUTHORIZE TO USE YOUR VEHICLE) USE THE REGISTERED SERVICES OR ACCEPT ANY OF ITS BENEFITS (INCLUDING USING A VEHICLE WITH ACTIVE REGISTERED SERVICES). IF YOU DO ANY ONE OR MORE OF THESE THREE THINGS TO ACCEPT, YOU ARE BOUND BY THESE TERMS AND ANY LATER CHANGES OR AMENDMENTS TO IT.

B. Your Cancellation Rights. You may cancel and deactivate the Registered Services through the HondaLink® mobile application from the Manage Subscription tab within the Account Profile page. 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 agree that you will indemnify, hold harmless and defend us against any action by the new owner relating to the Registered Services, including but not limited to our use of the new owner's Vehicle information in providing the Registered Services.

C. Our Cancellation and Suspension Rights. To the extent permitted by applicable law, we may cancel and deactivate your Registered Services without cause, in which case, we will give you notice thirty (30) days prior to the effective date of cancellation after which your account will be deactivated and your access to such Registered Services will terminate. This means that we can decide to cease providing the Registered Services to you at any time and for any reason, even for reasons unrelated to you or your account with us. We also may terminate your access to the Registered Services without prior notice if your Vehicle, the HondaLink® Embedded System, or other equipment attached to your Vehicle operates in a manner that creates a nuisance to us or any Service Provider. Additionally, we may cancel and deactivate your Registered Services without prior notice to you if we have received information that reasonably establishes you are no longer the owner/lessee of your Vehicle (for example, a copy of a bill of sale identifying new owner/lessee, successful completion of takeover process by new primary driver). Further, to the extent permitted by applicable law, we may cancel and deactivate your Registered Services without prior notice to you for any good cause. This means, for example, we can cancel

and deactivate your Registered Services immediately if you breach any part of the Agreement, interfere with our efforts to provide service, interfere with our business, or if your Registered Services or, if applicable, wireless phone number is used for illegal or improper purposes. If we cancel your Registered Services, you do not have any right to have Registered Services reactivated, even if you cure any of these problems. Whether to allow you to have access to the Registered Services again will be entirely up to us. We can suspend your Registered Services for any reason that we could cancel your Registered Services. We can also suspend your Registered Services for network or system maintenance or improvement, or if there is network congestion, or if we suspect your Registered Services are being used for any purpose that would allow us to cancel it.

D. SPECIAL NOTICE FOR VEHICLES WITH 3G OR 4G WIRELESS TECHNOLOGY. MANY CONNECTED SERVICES SYSTEMS UTILIZE CDMA, 3G OR 4G WIRELESS TECHNOLOGY. IT IS ESTIMATED THAT OUR CELLULAR CARRIER MAY DISCONTINUE SUPPORT OF CDMA WIRELESS TECHNOLOGY BY THE END OF 2021, 3G WIRELESS TECHNOLOGY BY FEBRUARY 2022 AND 4G WIRELESS TECHNOLOGY BY 2028. ONCE CDMA, 3G OR 4G WIRELESS TECHNOLOGY IS DISCONTINUED, YOUR VEHICLE'S HONDALINK EMBEDDED SYSTEM, IF UTILIZING CDMA, 3G OR 4G WIRELESS TECHNOLOGY, WILL BE UNABLE TO CONNECT TO THE REGISTERED SERVICES AND YOUR VEHICLE MAY NOT BE UPDATED TO SUPPORT OTHER WIRELESS TECHNOLOGIES.

3. TRANSFERRING THE VEHICLE. If you terminate your ownership interest in the Vehicle, you must contact us or deactivate the Registered Services through the HondaLink® mobile application from the Manage Subscription tab within the Account Profile page.

4. CHANGES TO THESE TERMS. We can change these Terms 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 www.hondalink.com. This includes changing any or all of these Terms, even the services provided. If any such change materially affects your rights under these Terms, or negatively impacts your Registered Services in a material way, 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 THESE TERMS, OR NEGATIVELY IMPACTS YOUR REGISTERED SERVICES IN A MATERIAL WAY, YOU MAY DEACTIVATE THE REGISTERED SERVICES OR AGREE TO THE CHANGE. IF YOU DO NOT DEACTIVATE THE REGISTERED SERVICES WITHIN THIRTY (30) DAYS OF THE DATE OF THE NOTICE, THEN YOU WILL BE AGREEING TO THE CHANGE AND IT WILL AUTOMATICALLY BECOME PART OF THESE TERMS. You can obtain a copy of the current Terms online at www.hondalink.com or by calling us.

5. SERVICE AND SYSTEM LIMITATIONS.

A. Availability Registered Services for your Vehicle are available in the 50 United States. In addition, subject to roaming policies and services in place from the underlying wireless carrier, Registered Services for certain Vehicle models may be available in Canada. Access to Registered Services may be limited depending on where you are driving. Registered Services work using wireless communication networks and the Global Positioning System ("GPS") satellite network. NOT ALL REGISTERED 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 Registered 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. Registered 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. Registered 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 Registered Services are needed, and technology that is compatible with the Registered Services. Registered Services that involve location information about your Vehicle cannot work unless GPS satellite signals are unobstructed, available in that place and compatible with the HondaLink® Embedded System.

C. Vehicle and Equipment. The Registered Services are provided using an embedded telematics device installed in your Vehicle which receives

GPS signals and shares data with Honda so we or our Service Providers can deliver the Registered Services to you. YOUR VEHICLE HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) FOR THE HONDALINK EMBEDDED SYSTEM TO OPERATE.

Registered Services may not work if your HondaLink® 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 HondaLink® Embedded System, the Registered Services may not work. Your HondaLink® Embedded System needs to be compatible with the Registered Services and the wireless service and technology provided by us.

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

E. Maps and Navigation. Routing data 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 Registered Services.

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

G. Outside Our Control. Honda is not responsible for any delay or failure in performance if such failure or delay could not have been prevented by reasonable precautions. Additionally, Honda 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.

6. SPECIAL NOTICES.

A. Software, Hardware and Equipment Updates. The Registered Services involve software that we may need to change from time to time to upgrade the system operating software, fix defects or provide updated security. We may do this remotely from time to time without notifying you first; in certain cases, we may but are not required to request your consent prior to installing an update, and this consent may be provided by any authorized user of the Vehicle on behalf of you and all other authorized users. In some limited cases, such changes may affect or erase existing preferences or other data you have stored on the HondaLink® Embedded System in your Vehicle, and you understand and agree that any such updates may have these impacts. While we will try to minimize any impacts of a software upgrade, we cannot guarantee that you will not be affected and we are not responsible for any lost data. You do not own the HondaLink® software or acquire any rights to use or modify the HondaLink® software on your own. Your Vehicle's systems also involve software that Honda may need to change from time to time. You agree to the installation of these remote software updates without your further consent and authorize us to install them without any notice to you.

B. Telecommunications/GPS Changes. The HondaLink® 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 HondaLink® Embedded System changes in a way that results in incompatibility of those technologies with your HondaLink® Embedded System, then your

HondaLink® Embedded System will not work. If that happens, we will notify you of the effective date of cancellation of the Registered Services.

C. HondaLink® Wireless Carrier. As a condition to providing wireless service, the HondaLink® 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 HONDA AND THE WIRELESS CARRIER. YOU UNDERSTAND AND AGREE THAT, UNDER THESE TERMS, 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 THESE TERMS OR THE USE, FAILURE TO USE, OR INABILITY TO USE THE REGISTERED SERVICES, EXCEPT WHERE THE CLAIMS RESULT FROM THE WIRELESS CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THESE TERMS.

(iii) YOU HAVE NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO THE HONDALINK 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 NEITHER HONDA NOR THE WIRELESS CARRIER CAN GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND NEITHER WILL BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE REGISTERED SERVICES.

(v) THE REGISTERED SERVICES PROVIDED HEREUNDER ARE FOR YOUR USE ONLY AND YOU MAY NOT RESELL THE REGISTERED 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 REGISTERED 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; OR (C) DAMAGE OR INJURY CAUSED BY SUSPENSION OR TERMINATION BY THE WIRELESS CARRIER. 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, REGISTERED 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.

7. SPECIAL INFORMATION AND AGREEMENTS ABOUT CERTAIN SERVICES.

Not all Registered Services are available for all Vehicle models. To learn what Registered Services are available for your Vehicle please visit <https://hondalink.honda.com/#/compatibility>.

A. Charge Schedule. Use this Registered Service to set a recurring time to start charging your Vehicle. This Registered Service works for regular charge (120V or 240V) only. Quick charge (DC-Combo) overrides the Charge Schedule service and starts charging immediately.

B. Plug-In Reminder. Use this Registered Service to receive a notification at your preferred time when your Vehicle is not plugged in

and the battery level is below your desired level. This Registered Service will not work if the notification setting on your Internet-enabled Device is turned off.

C. Content Based Services. The information available via the Registered 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 Honda or our Service Providers performing those Registered Services, which may or may not be complete or accurate at all times.

D. 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 may require you to establish and use a PIN each time it is accessed. 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 Registered Services for your Vehicle.

E. Remote Climate. It is your responsibility prior to activating Remote Climate to ensure that your Vehicle is in a location where it is safe to do so. In addition, you are responsible for using Remote Climate in a manner that will not violate any regulation, ordinance or other law applicable to the location of your Vehicle at time of activation. The Remote Climate function may not be available when your Vehicle is plugged to 120V. In addition, you understand that use of this Registered Service will drain your Vehicle's battery and prolong the charge time if you are charging your Vehicle at the same time Remote Climate is activated.

8. YOUR RESPONSIBILITIES

A. Activation/Deactivation. Certain features associated with the HondaLink® Embedded System in your Vehicle may be active before you buy or lease your Vehicle. For more information, please review the American Honda Vehicle Data Privacy Policy available at https://www.honda.com/-/media/honda-homepage/pdf/american_honda_motor_vehicle_technology_data_privacy.pdf. You may deactivate the Registered Services through the HondaLink® app from the Manage Subscription tab within the Account Profile page.

Please note that deactivation of your HondaLink® account will terminate your access to all Registered Services. Any transaction with anyone but us that you carry out using Registered Services, and any use that you make of any information received from or through any Registered 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 HondaLink® account, the Registered Services, HondaLink® website, and HondaLink® app 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 Registered 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 Registered Services only for actual incidents and roadside assistance needs. You promise not to use Registered 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 Registered 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 Registered 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 Registered 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 REGISTERED 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 REGISTERED SERVICES REQUESTED BY YOU, OR BY ANYONE USING YOUR VEHICLE, THROUGH HONDALINK®. You promise to educate and inform all users and occupants of your Vehicle about the Registered 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 HondaLink® 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.

9. NO WARRANTIES. YOUR VEHICLE'S LIMITED WARRANTY (IF APPLICABLE) DOES NOT COVER THE REGISTERED SERVICES OR THE WIRELESS SERVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (a) ALL USES OF THE HONDALINK® EMBEDDED SYSTEM AND THE REGISTERED SERVICES, INCLUDING THEIR QUALITY, PERFORMANCE, ACCURACY AND RELIABILITY, ARE AT YOUR SOLE RISK; (b) THE HONDALINK® EMBEDDED SYSTEM AND THE REGISTERED SERVICES, INCLUDING ANY INFORMATION PROVIDED IN CONNECTION THEREWITH, IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND; AND (c) HONDA HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE HONDALINK® EMBEDDED SYSTEM AND THE REGISTERED SERVICES AND INFORMATION PROVIDED BY OR IN CONNECTION THEREWITH, EITHER EXPRESS, IMPLIED OR STATUTORY,

INCLUDING THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. AS EXAMPLES, AND WITHOUT LIMITATION, HONDA DOES NOT GUARANTEE AND DISCLAIMS ANY WARRANTY REGARDING THE ACCURACY OF DATA PROVIDED BY THE REGISTERED SERVICES, SUCH AS NEWS, TRAFFIC, POINTS OF INTEREST, OR OTHER CONTENT PROVIDED BY HONDA, ITS AFFILIATES, OR ITS SERVICE PROVIDERS; HONDA DOES NOT GUARANTEE AGAINST LOSS OF DATA, WHICH MAY BE LOST AT ANY TIME; AND HONDA DOES NOT GUARANTEE THAT THE REGISTERED SERVICES WILL BE PROVIDED AT ALL TIMES OR THAT ANY OR ALL REGISTERED SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR AT YOUR LOCATION. FOR EXAMPLE, THE REGISTERED SERVICES MAY BE UNAVAILABLE IN YOUR AREA OR LOCATION. We may pause or interrupt any of the Registered Services at any time, and you should expect periodic downtime for updates to the Registered Services. In addition, you understand that changes in third party technology or government regulation may render any of the Registered Vehicle Services obsolete or unusable. No advice or information, whether oral or written, obtained by you from Honda, our affiliates, a Service Provider, or through any of the Registered Services will create any warranty.

10. LIMITATIONS OF LIABILITY.

A. HONDA IS 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. HONDA IS NOT LIABLE TO YOU 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 HONDALINK EMBEDDED® SYSTEM OR REGISTERED SERVICES, OR (2) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF THE HONDALINK® EMBEDDED SYSTEM.

C. THE MAXIMUM AGGREGATE LIABILITY OF HONDA TO YOU UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY,

OR PRODUCTS LIABILITY) IS LIMITED TO \$10.00. YOU AGREE THAT NONE OF US, THE WIRELESS CARRIER, OR ANY SERVICE PROVIDER WOULD HAVE AGREED TO PROVIDE THE REGISTERED SERVICES TO YOU IF YOU DID NOT AGREE TO THIS LIMITATION. THIS AMOUNT IS THE SOLE AND EXCLUSIVE LIABILITY OF US, THE WIRELESS CARRIER, AND THE SERVICE PROVIDERS TO YOU, AND IS PAYABLE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.

D. NEITHER YOU NOR HONDA 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). 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 THE AGREEMENT.

E. WE HAVE NO LIABILITY FOR 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 WE ARE UNABLE TO CONTROL.

F. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS, 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, EPIDEMIC, 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 HONDALINK® EMBEDDED SYSTEM.

I. YOU AGREE THAT THE LIMITATIONS AND YOUR INDEMNIFICATION OBLIGATIONS IN THIS SECTION 10 ARE MADE FOR THE BENEFIT OF (1) HONDA, THE WIRELESS CARRIER, AND ANY SERVICE PROVIDER INVOLVED IN THE PROVISION OF THE REGISTERED SERVICES AND (2)

THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS OF EACH OF THE ENTITIES MENTIONED IN (1).

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.

11. YOUR INSURANCE OBLIGATIONS. The Registered Services are intended as a convenience. The Registered Services 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.

12. OTHERS COVERED BY THE AGREEMENT. Each of us and you are bound by the 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 the Agreement.