

NissanConnect® Services Powered by SiriusXM®
Subscriber Terms and Conditions
Effective as of March 1, 2023

YOUR VEHICLE (AS DEFINED BELOW) COLLECTS, GENERATES AND TRANSMITS DATA THAT IS USED AND SHARED BY US AS FURTHER DESCRIBED IN SECTION 10 (PRIVACY) BELOW. PLEASE READ ALL PAGES OF THIS AGREEMENT AND THE NISSAN PRIVACY POLICY COMPLETELY BEFORE USING ANY NISSANCONNECT SERVICES AND KEEP A COPY FOR YOUR FILES. IF YOU RECEIVE, USE, ENROLL IN, OR OTHERWISE ACCESS NISSANCONNECT SERVICES, YOU CONSENT ON BEHALF OF YOU AND OCCUPANTS IN YOUR VEHICLE TO THE COLLECTION, TRANSMISSION, STORAGE AND USE 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 NISSANCONNECT SERVICES TO YOU OR OTHER OCCUPANTS IN YOUR VEHICLE. New Vehicles equipped with a NissanConnect Services System may come with a limited set of features already active in the Vehicle which may transmit vehicle data prior to and continuing after the purchase or lease of the Vehicle for a limited period of time (the "Dealer Demonstration Mode").

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION AND JURY TRIAL WAIVER CLAUSES IN SECTION 15 BELOW THAT IS APPLICABLE TO YOU AND US.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT ACTIVATE OR USE ANY OF THE NISSANCONNECT SERVICES. YOU MAY CALL OUR CUSTOMER CARE NUMBER AT 1-844-711-8100 TO DEACTIVATE YOUR NISSANCONNECT SERVICES.

Welcome to **NissanConnect Services powered by SiriusXM** ("NissanConnect Services" or the "Services"), a suite of connected vehicle services. These Subscriber Terms and Conditions (this "Agreement") apply to your use of the Services provided by Nissan (defined below) and Sirius XM Connected Vehicle Services Inc. ("Sirius XM"). The Services are available in certain models of Nissan vehicles only by enrollment in a trial or paid subscription (each, a "Subscription"). Certain models of Nissan vehicles may receive limited emergency-related services only, which are available without a Subscription and are outside the terms of this Agreement. Please see your dealer or visit <https://www.nissanusa.com/owners.html> for specific details regarding the Services available in your Vehicle. Depending on your Services package selections, you may have more than one active Subscription at the same time, but each of them will be governed by this Agreement.

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 the Services and all future documents and records in connection with the Services—including without limitation this electronic signature and disclosure notice—and you agree that this use satisfies any requirement that we provide you these documents and their content in writing. 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 phone by calling 1-844-711-8100. You may also update your contact information online at <https://www.nissanusa.com/owners.html> If you withdraw your consent to the use of electronic documents and records, we may cancel your Agreement and deactivate the Services and you will not be entitled to a refund or credit for any unused portion of the Services. To receive or access electronic documents and records, you must have the following equipment and software: (a) a device that is capable of accessing the Internet; (b) an Internet browser that supports HTML 4.0 and 128-bit SSL encryption; and (c) software that permits you to receive and access email and Portable Document Format ("PDF") files. 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.

As used in this Agreement, the terms "you" and "your" refers to, and this Agreement will be binding upon, any person or entity who has purchased or leased a Nissan vehicle ("Vehicle") equipped with, or uses as a driver or occupant (e.g., additional drivers, passengers) of such Vehicle, the Services and/or has activated the Services pursuant to Section 2A of this Agreement. Also, as used in this Agreement, the terms "we," "us," and "our" refer to (i) Nissan North America, Inc. and its affiliates, parent company, successors, and assigns and Nissan dealers in the United States ("**Nissan**"); (ii) Sirius XM, its parent company Sirius XM Radio Inc., any subsidiary of Sirius XM Radio Inc., and their respective successors and assigns, and (iii) the employees, directors, officers, subcontractors, representatives, and agents of each of them. In addition, the following persons and entities are intended third party beneficiaries of this Agreement: Service Providers and their affiliates, successors, and assigns. ANY NISSANCONNECT SERVICES DOCUMENTS GIVEN OR SENT TO YOU THAT STATE THAT THEY BECOME A PART OF YOUR NISSANCONNECT SERVICES AGREEMENT ARE PART OF THIS AGREEMENT IF YOU ACCEPT ANY OF THE SERVICES THEY DESCRIBE. PLEASE KEEP A COPY OF SUCH ADDITIONAL DOCUMENTS FOR YOUR RECORDS.

The mailing address for NissanConnect Services is P.O. Box 33058, Detroit, MI 48232. Our customer care telephone number is 1-844-711-8100.

Subscription Renewal: Your Subscription may automatically renew under this Agreement. Upon expiration of a pre-paid Subscription, your Subscription will automatically renew for additional periods of the same length. Your credit card on file, if applicable, will automatically be charged at the subscription rate in effect at the time of renewal plus taxes and other charges, as further described in Section 2B and 3A below, unless your Subscription is cancelled as allowed by this Agreement. In order to cancel, you must call us toll-free at 1-844-543-2964. If you purchased a Service Plan online, and you are a resident of certain states, and under certain other circumstances, you may cancel online.

1. SERVICE REQUIREMENTS AND SERVICE PROVIDERS.

A. Eligibility for Use of the Services. You must be at least 18 years old, or the age of majority as determined by the laws of your state of residency, to assume the obligations set forth in this Agreement. You are solely responsible for the use of the 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 any of the Services requested by you, or by anyone using your Vehicle. IF YOU OR ANYONE USING YOUR VEHICLE DISABLES DATA TRANSMISSION FROM YOUR VEHICLE, CERTAIN OF YOUR NISSANCONNECT SERVICES WILL ALSO BE DISABLED.

B. System Requirements and Service Providers. To receive the Services, your Vehicle must come with an authorized NissanConnect Services system (the “**System**”), which is the equipment, including hardware and software, used to provide the Services to your Vehicle. Nissan or Sirius XM may interact with and/or engage one or more third party providers as necessary to provide the Services. Those third party providers include any person, company, or entity who provides any service, content, technology, equipment, or facilities in connection with the Services or the System, including, but not limited to, wireless network service providers, suppliers, licensors, public safety answering points, emergency responders (such as police, fire and ambulance), towing companies, auto makers, distributors, and dealers. The third party providers are referred to in this Agreement as “**Service Providers**”. You are responsible for paying directly to all Service Providers any charges for services furnished by them that are not expressly covered by your NissanConnect Services Subscription.

C. Emergency and Safety Services. Sirius XM uses specially trained personnel known as “**Response Agents**” to receive and respond to your requests for the Services. Response Agents link you or your Vehicle to other Service Providers such as the police, fire department, ambulance service, and roadside assistance (each an “**Emergency Service Provider**”). In the event that we receive an emergency signal from your Vehicle, a Response Agent will first attempt to verify your emergency, and then if appropriate, connect you or your Vehicle to an Emergency Service Provider. The Response Agents will use reasonable efforts to contact appropriate Emergency Service Providers for help when you ask for it or when the System in your Vehicle signals for it, but you understand that we can't promise or make any guarantees about the manner or timeliness of any such third party response or even whether any Emergency Service Providers will respond in a timely manner or at all. The laws in some places require an emergency to be confirmed before Emergency Service Providers will provide service. We will not contact Emergency Service Providers in these locations in response to an emergency button press if we cannot hear your request for assistance or otherwise confirm that an emergency exists. We also may not contact Emergency Service Providers in any location in response to emergency button presses from rental cars, cars that are moving, and cars located in certain locations such as car dealerships, rental car companies, car washes, or your address if we cannot hear your request for assistance. We will assume an emergency exists if the Services response center receives a collision notification signal from your Vehicle.

2. SERVICE ACTIVATION AND CANCELLATION.

A. Activation. Services that may be operational while the Vehicle is in Dealer Demonstration Mode include basic safety features along with other features such as In-Vehicle Messaging, Connected Search and some Destination Assistance features. **Vehicle data, including the Vehicle's location, may be collected and used by these features.** To deactivate the Dealer Demonstration Mode services, please contact us at 1-844-711-8100. To continue access to these features after the Dealer Demonstration Mode terminates or to access the full suite of the Services, you must subscribe to a Trial or paid Subscription (a “**Paid Package**”) as described below.

You accept this Agreement and consent to your Vehicle's collection of personal and non-personal information and the start of the Services when you buy or lease a new or used Vehicle that includes the Services in the purchase or lease price, OR when you complete and electronically sign a contract online or at your dealership. Unless otherwise prohibited by law, you accept and consent to this Agreement when you (or someone you authorize to use your Vehicle) use, activate, receive, accept, or access the Services or accept any of its benefits (including using a Vehicle with an active System). If you take ANY one or more of the foregoing actions, you indicate your acceptance of this Agreement, and agree to be bound by this Agreement and any changes or amendments to it just as you would be through electronic signature or express acceptance.

B. Subscription Duration and Alignment of Dates. Your Vehicle may come with eligibility included in the price of purchase or lease of your Vehicle for one or more trial subscriptions of NissanConnect Services Select, Premium or Premium Plus packages (each a “**Trial**”). Each Trial is effective for a limited time period commencing on the original date of purchase or lease of a new Vehicle or upon enrollment after the purchase of a certified pre-owned Vehicle. Please see your dealer for information regarding eligibility and duration of your Trials. IN ORDER TO ACTIVATE YOUR TRIAL, YOU MUST ACCEPT ALL OF THE TERMS OF THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW. After the period of eligibility for each Trial expires, you must subscribe to and purchase a Paid Package, select a renewal interval, and place a valid credit card account number on file with us in order to receive the Services. IF WE HAVE A VALID FORM OF PAYMENT ON FILE FOR YOU, THEN YOUR NISSANCONNECT SERVICES SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR SUBSEQUENT RENEWAL PERIODS AT THE RENEWAL INTERVAL YOU HAVE SELECTED, UNLESS AND UNTIL IT IS CHANGED OR CANCELLED UNDER THE TERMS OF THIS AGREEMENT.

On certain models of Vehicles, the Select package is available only as included in a Paid Package of Premium, Convenience, or Security after the expiration of the Select Trial period. Otherwise, Premium and Premium Plus packages of the Services require a concurrent active Subscription in the underlying NissanConnect Services Select package. For annual and multi-year Subscriptions only: In the event that the duration of a Paid Package extends beyond the expiration date of the Trial of the Select package, your expiration date for the Select package will be automatically extended to align with the expiration date of the Paid Package, and you will be subject to a one time prorated Subscription fee for the Select package covering the time required to align the renewal dates of your packages. The prorated Subscription fee for the Select package will be added automatically to your account on the renewal date for the Paid Package being aligned. To avoid the prorated Subscription fee adjustment charge to your credit card, you must cancel your Paid Package Subscription by calling 1-844-543-2964 or as otherwise allowed by this Agreement prior to the renewal date of the Paid Package to which the prorated Subscription fee will apply. After the prorated adjustment, if applicable, your aligned Subscriptions will subsequently renew concurrently and in accordance with Section 3A.

C. Your Cancellation Rights. You can cancel your Subscription or change your Subscription packages at any time subject to the conditions set forth herein by contacting us at the customer care telephone number at 1-844-543-2964. If you purchased a Service Plan online, and you are a resident of certain states, and under certain other circumstances, you may cancel online. **The effective date of cancellation will be the date that you call us or we receive your online cancellation request where applicable.** If you contact us by phone to cancel, you will be required to provide authorization information. If you select an annual or longer renewal interval and cancel your Services within the first 30 days after the start of service, we will provide a full refund to you of any Subscription fees paid by you (excluding any amounts included in the purchase price of your Vehicle). If you cancel your

Services after the expiration of 30 days from the start of service, then except with respect to a Vehicle Disposal Event (as defined and described below) we will not refund any Subscription fees that you have paid for Services provided prior to the effective date of your cancellation. For any Subscription of annual or longer renewal intervals, we will refund any prepaid amounts for time remaining following the effective date of cancellation. If you have elected a monthly renewal interval, we will not provide a refund for the remaining time in the month you have currently pre-paid. Other than as described herein, you will not be entitled to any other refunds for the Services or the System. If you cancel your Services, we have the right to turn off your System and you will have to pay for reactivation.

You promise to notify us promptly if you sell your Vehicle, your lease ends, or your Vehicle is destroyed by casualty (each, a “**Vehicle Disposal Event**”). It is your responsibility to clear all data and content, including personal information, which you may have stored on your system before you sell or transfer your Vehicle. If you do not clear such data and content, then that information may remain accessible to a subsequent owner or others with access to the Vehicle. In the event of a Vehicle Disposal Event that pre-dates the effective date of your cancellation, you may apply for a refund adjustment. You will be asked to provide proof of the Vehicle Disposal Event. Our decision to apply a refund adjustment is entirely up to us, and if approved, we will apply the adjustment amount in accordance with Section 3D below.

D. Our Cancellation and Suspension Rights. We may cancel your Services in whole or in part for any reason, 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 Services will terminate. This means that we can decide to cease providing the 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 Services without prior notice if your Vehicle, the System, or other equipment attached to your Vehicle operates in a manner that creates a nuisance, including to us or any Service Provider. In any such case, we'll refund any amounts you have paid in advance for the Services except for any payment that was included in the purchase or lease price of your Vehicle. We will not provide any refund for the System. Also, we may cancel or suspend your Services without prior notice to you for any good cause. Good cause means, for example, we can suspend or terminate your Services immediately if you breach any part of this Agreement, don't pay amounts that are due to us or one of the Service Providers, interfere with our efforts to provide Services or with our business, or are using the Services or wireless phone number for illegal or improper purposes. You do not have the right to have the Services reactivated, even if you cure any of these problems. It is entirely up to us whether to allow you to have Services again. We can suspend the Services for any reason we could cancel. We may also suspend the Services for network or system maintenance or improvement, for network congestion, or if we suspect the Services are being used for any purpose that would allow us to cancel your Services.

3. FEES, PAYMENT, BILLING AND TAXES.

A. Fees and Billing. In order to receive the Services after the expiration of the eligibility period for any Trial, you must select a Paid Package with a renewal interval and place a valid credit card account number on file with us. We will charge your account for the Subscription fee associated with the Paid Package for the first renewal interval you select. **If you select monthly billing and the purchase of your Paid Package falls on the 29th, 30th, or 31st of the calendar month, your Subscription renewal date will occur on the last day of that month for each month that does not contain a 29th, 30th or 31st day.** Please also see section 2B describing alignment of your Paid Package and Trial expiration dates where applicable. **UNLESS YOUR SERVICE IS CANCELLED BY YOU OR US AS ALLOWED BY THIS AGREEMENT, AT EACH RENEWAL DATE, WE'LL AUTOMATICALLY CHARGE THE THEN-CURRENT RATE (ADJUSTED BY PRORATION AS DESCRIBED HEREIN) WITH RESPECT TO THE RENEWAL INTERVAL YOU HAVE SELECTED PLUS APPLICABLE TAXES AND OTHER CHARGES TO THE PAYMENT CARD ACCOUNT YOU PROVIDED. WE MAY RECEIVE AND USE UPDATED CREDIT CARD INFORMATION FROM YOUR CREDIT CARD ISSUER.** Your credit card issuer may give you the right to opt out of the update service. By providing payment account information to us, you represent that you are an authorized user of such payment account.

The price of the Subscription packages may change over time, and we'll use the then-current rates for the applicable payment period for those applicable charges. The purchase or lease price of your Vehicle may have included a prepayment for a period of time for a specified Subscription package. If so, in order to continue receiving the Services after the pre-paid period expires, you must place a valid credit card number on file with us. If you have a valid payment account on file with us, your Services will automatically renew then and upon each subsequent renewal period, and we will charge your credit card on file for the then-current Subscription fee plus taxes and other charges for each renewal upon the expiration of the pre-paid period as set forth in this Agreement, unless you cancel your Subscription in accordance with this Agreement.

B. Your Payment Obligations. Payment must be made in U.S. Dollars and is due in advance. If your credit or bank card provider refuses a charge or an automated withdrawal, we can terminate or suspend your Services. 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 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. For some Services, we may charge additional fees related to our costs (or the costs of our wireless 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, which may change from time to time.

D. Refunds. Should we issue a refund to you, we may apply the refund to the valid payment card on your account that was originally used to purchase the Subscription package. Or alternatively, we may issue a check and mail it to the address you have provided to us on your account.

4. TRANSFERRING, REACTIVATING OR CHANGING YOUR SERVICE. The Services are not transferable to another Vehicle or another person. If you terminate your ownership interest in the Vehicle, you must contact us to deactivate the Services as set forth in Section 2C. *Prior to a Vehicle Disposal Event or removal of your Vehicle from the Owner's Portal or closing of any Owner's Portal accounts, you MUST delete any and all information, preferences and alert settings within the Vehicle's systems and in any applications connected with the Vehicle. Failure to do so may permit others to access your settings, alerts and other information about you. In no event will Nissan, Sirius XM, or the Service Providers be liable for any loss, liability or damages, including, for example, liability from any third party suit, arising from your failure to delete any information, preferences or settings in the vehicle, any application or website portal. You are responsible for canceling your Subscription prior to transferring, selling or otherwise disposing your*

Vehicle. You may cancel, change, or reactivate your Subscription as allowed under this Agreement. However, we'll only accept such requests from you or an authorized user of legal age listed on your account (or from someone we believe is your authorized agent). If we do any of these things, you agree to pay any charges associated with these requests.

5. CHANGES TO YOUR AGREEMENT. We can change this Agreement at any time. This includes changing any or all of the terms of this Agreement, even the prices and provided Services. We will provide 30 days advance notice to you (or such longer period as required by law). If any such change materially affects your rights under this Agreement, or negatively impacts your Services in a material way, or results in higher Subscription fees charged to you for NissanConnect Services, we will provide you with notice of such change in writing, which may also be satisfied by providing such notice to the last known email address we have in our system provided you. You are responsible for keeping your email address current throughout the term of this Agreement. IN THE EVENT OF ANY SUCH CHANGE AS DESCRIBED ABOVE, YOU MAY THEN CANCEL THIS AGREEMENT OR AGREE TO THE CHANGE. IF YOU DON'T CANCEL THIS AGREEMENT WITHIN 30 DAYS OF THE NOTICE, YOU AGREE TO THE CHANGE AND IT BECOMES PART OF THE AGREEMENT BETWEEN US AND YOU AGREE THAT WE MAY USE ANY CREDIT OR BANK CARD THAT WE HAVE ON FILE FOR PAYMENT OF SUCH CHARGES. We will notify you of any other changes by publishing a notice of the change or a revised version of this Agreement on the NissanConnect Services website at <https://www.nissanusa.com/owners.html>. You can get an updated copy of this Agreement, including current terms and conditions, by calling customer care at 1-844-711-8100.

6. YOUR ADDITIONAL RESPONSIBILITIES

A. Passwords/PINs. It is your responsibility to protect your password and/or PIN. **You understand that anyone who has your password or PIN may be able to access any of the Services that require a password/PIN and/or your account.** Neither we, nor any Service Provider, has any 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 services for your Vehicle.

B. Proper Use of the Services and System. The Services and System are intended for personal use only and not for commercial use. Neither Nissan nor Sirius XM is responsible for any loss or damages as a result of your reliance on the Services for business-related purposes. The Services may not be transferred or resold. You are responsible for your compliance with all regulations, ordinances, and other laws applicable to your Vehicle, including those that affect your use of the Services and System. You promise to use NissanConnect Services emergency and roadside services only for actual emergencies and roadside assistance needs. You promise not to use any of the Services or the System for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of services to our other customers. You promise you won't abuse or do anything to damage our business operations, services, reputation, employees, facilities, or those of the Service Providers. If you or other drivers of your Vehicle do any of these things, you agree you'll be responsible for any amount anyone else claims from us, plus any expenses, resulting in whole or in part from that use or your actions.

C. Safeguarding and Use of Others' Information. Certain information you receive through the 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, or other legal protections. You promise not to use any content you access through the Services except as expressly authorized by us. You can't resell any of it or use it for commercial purposes. You can't copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any of it.

D. Other Users/Occupants of your Vehicle. You promise to educate and inform all users and occupants of your Vehicle about the Services and System features and limitations, the terms of the Agreement, including terms concerning data collection and use and privacy, and the Nissan Privacy Policy. Neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your Vehicle.

7. SERVICE AND SYSTEM LIMITATIONS.

A. Availability. NissanConnect Services are available in the fifty United States and Canada. The Services work using wireless communication networks and the Global Positioning System ("GPS") satellite network. NOT ALL NISSANCONNECT SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL CARS, AT ALL TIMES. The area in which you are driving may affect the service that we can provide to you, including but not limited to routing service. Additionally, the Services are not 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. Vehicle and Equipment. The NissanConnect Services System is an embedded telematics device installed in your Vehicle which receives GPS signals and communicates with the response center via wireless and landline communications networks. Your System must be compatible with the Services and the wireless service and technology provided by our wireless Service Provider. The System is not intended to place or receive personal calls and may only place calls to us or our Service Providers as permitted under this Agreement. YOUR VEHICLE HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) FOR THE SYSTEM TO OPERATE. You may need to increase the volume of your radio to hear agent-delivered services or automated voice-delivered services from the System. The Services may not work if your System isn't properly installed (by someone we've authorized), or if you haven't maintained it, or if your Vehicle is not in good working order, or otherwise is not in compliance with all government regulations. If you try to add or modify any equipment or software in your Vehicle including the System, the Services may not work and we can terminate your Subscription and your Services.

C. Technology and Communications. The Services will not function unless you're in a location where our wireless Service Provider has coverage, network capacity, and reception when the service is requested or delivered. The Services that involve location information about your Vehicle can't work unless GPS satellite signals are unobstructed, available in that place, and compatible with the Services hardware.

D. Geography and Environment. There are other factors we cannot control that may prevent us from providing the Services to you at any particular time or place, or that may impair the quality of the Services. Some examples are hills, tall buildings, tunnels, weather, electrical system design and architecture of your Vehicle, damage to important parts of your Vehicle in an accident, or wireless phone network congestion.

E. Navigation and Guidance-related Services. Some information provided via the Services (e.g., maps, navigation and guidance, or points of interest search) is limited to information from content Service Providers outside the control of Nissan or Sirius XM. Such information may not be complete or accurate at all times. For example, our routing data may not include information about one-way roads, turn restrictions, construction projects, seasonal roads, detours, or new roads. It is your responsibility to obey traffic and roadway laws and instructions and use good judgment to evaluate whether following the directions offered by the Services or your Vehicle's navigation system is safe and legal based on current traffic, weather, and other conditions. Certain Service Providers impose further terms and conditions on providing guidance-related services. By using the Services, you also agree to be bound by those additional terms and conditions. For example, by using Google Maps, you have a direct agreement with Google and agree 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, and the Google Privacy Policy found here: <https://www.google.com/intl/ALL/policies/privacy/index.html>. Another example is that if you use Apple Maps, you agree to the Apple Maps Terms of Use found here: <https://www.apple.com/legal/internet-services/maps/terms-en.html> and Apple's Privacy Policy found here: <https://www.apple.com/privacy/>. **THE SERVICES ARE INTENDED TO BE USED FOR PROVIDING INFORMATION RELATED TO YOUR JOURNEY ONLY AND ARE NOT INTENDED TO BE USED AS A SAFETY RELATED TOOL AND CANNOT WARN YOU ABOUT ALL DANGERS AND HAZARDS WITH RESPECT TO THE ROAD YOU ARE DRIVING. THEREFORE, IT REMAINS YOUR DUTY TO DRIVE IN A CAREFUL AND SAFE MANNER (PAYING ALL DUE CARE AND ATTENTION TO THE ROAD) AS WELL AS OBSERVING ALL APPLICABLE TRAFFIC REGULATIONS AND RULES. IT IS YOUR RESPONSIBILITY NOT TO USE THE SERVICES IN A MANNER THAT WOULD DISTRACT YOU FROM DRIVING SAFELY.**

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

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

8. INFORMATION ABOUT CERTAIN SERVICES

A. Automatic Collision Notification and Emergency Call. When we receive an emergency signal from your Vehicle, we will first attempt to verify your emergency, and then, if appropriate, contact third party emergency responders to respond to your emergency. You understand that we cannot assure you, or make any guarantees, about the manner or timeliness of such third party response or even whether third party emergency responders will in fact respond to your emergency at all or in a timely manner.

B. Stolen Vehicle Locator. If your Vehicle is stolen, we can try to locate it. Before we try to locate it, you will need to file a stolen vehicle police report with the local authorities and be able to verify your identity to us. We will only provide location information about stolen vehicles to the police. We will continue to try to locate your Vehicle for up to 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 Nissan's affiliates or Service Providers in connection with the leasing or financing of your Vehicle.

C. Location of Your Vehicle in Connection with Lease/Finance. If you lease or finance your Vehicle through Nissan or one of its affiliates, and you breach any of the terms of the agreements governing such lease or finance, we may use the Services to locate you or your Vehicle to assist them in communicating with you and/or recovering your Vehicle. **YOU EXPRESSLY CONSENT TO OUR USE OF NISSANCONNECT SERVICES IN THIS MANNER.**

D. Drive Alerts and My Car Finder. If your Vehicle is equipped with these features and you are subscribed to a Subscription package that includes drive alerts or the My Car Finder features, you understand that your choice to activate any of these features allows you or anyone with access to your account to remotely monitor information about your Vehicle's location and conditions, including while it is in motion, whether you or someone other than you is driving or occupying your Vehicle. **You agree to inform other users and occupants of your Vehicle about NissanConnect Services, the ability to collect vehicle and location information, and system features and limitations.** These features may require you to establish and use a PIN each time one of them is accessed, and are limited to activation by web or mobile app.

E. Remote Services. If your Vehicle is equipped with these features and you are subscribed to a Subscription package that includes remote services, you may be required to establish and use a PIN each time you access one of the remote features. **WE WILL PROVIDE REMOTE SERVICES ASSISTANCE TO ANYONE WHO CAN PROVIDE US SATISFACTORY IDENTIFICATION OF YOUR ACCOUNT.** If the Remote Door Unlock is unable to be executed successfully, we may contact roadside assistance or Emergency Service Providers to help you on your request and at your expense if you are not then covered under a roadside assistance plan (including instances that occur outside the scope of the initial roadside assistance plan included with the purchase of your Vehicle that applies for a period of 36 months or 36,000 miles from the date the Vehicle is delivered to the first retail buyer or otherwise put into use, whichever is earlier). If your Vehicle has the capability, anyone with access to your PIN may use Remote Data Wipe to overwrite the personal settings stored in the Vehicle's device with factory settings. We are not responsible for any lost data from the use of Remote Data Wipe. **It is your responsibility to use any of the Remote Services only when it is safe to do so and in accordance with local regulation, ordinance or other law applicable to the location of your Vehicle at the time the service is activated.** You are responsible for knowing where your Vehicle is and for the security of your Vehicle.

F. My Schedule. If available in your Vehicle, use of this Service is subject to any applicable Google Calendar terms and conditions. You may access these terms and conditions via your Google Calendar account. The email address associated with your Services account must match the email address associated with your Google Calendar for this feature to function.

G. Vehicle Health Report & Maintenance Alert. If your Vehicle has this capability, vehicle health data, which includes mileage, is transmitted to us

by your Vehicle and shared by Nissan with its Service Providers to provide you with notices and reports. This Service is a courtesy for your convenience only, and you are responsible for servicing and maintaining your Vehicle in accordance with the schedule published in the owners' manual.

H. Connection to Roadside Assistance/Roadside Assistance: If you are in a Trial or Paid Package that includes Connection to Roadside Assistance/Roadside Assistance, you may be provided on request with a connection to the roadside assistance Service Provider through your Vehicle and other methods. Once your vehicle has exceeded the coverage parameters of the roadside assistance benefits included with your vehicle purchase, you will be responsible for any charges incurred by obtaining roadside assistance service for your vehicle through that roadside assistance service provider. For complete information concerning warranty coverage, conditions and exclusions, please see your Nissan dealer and read the warranty information booklet.

K. ProPilot Assist 2.0. ProPILOT Assist 2.0 cannot prevent collisions. It is your responsibility to be in control of the vehicle and monitor traffic conditions at all times. You must remain attentive on the road ahead and prepared to immediately take manual control of the steering wheel when conditions of the road, traffic, and vehicle require it. ProPilot Assist 2.0 operates only when lane markings are detected. ProPilot Assist 2.0 does not function in all weather, traffic and road conditions. ProPilot Assist 2.0 has limited control capability and the driver may need to steer, brake or accelerate at any time to maintain safety. In order to use ProPilot Assist 2.0, your Vehicle will need to update both SD and HD maps. In doing so, your vehicle may collect certain personal information. See Section 10 below for information on Nissan's use of personal information. Sirius XM is not responsible for the delivery of ProPilot Assist 2.0 services, notwithstanding its inclusion in this Agreement. See Owner's Manual for safety and additional information.

9. SPECIAL NOTICES.

A. Software, Hardware, and Equipment Updates. The Services involve software that we may need or want to change from time to time. You agree that we may do this remotely without notifying you in advance. Such changes may affect or erase data you've stored on the System in your Vehicle. We are not responsible for any lost data. The Services may be temporarily unavailable during the software update process. You do not own the Services software or acquire any rights to use or modify the Services software on your own. Your Vehicle's systems also involve other software that Nissan may need to change from time to time. You agree that Sirius XM or other Service Providers may assist Nissan to do this remotely without advance notice to you.

B. Termination of Wireless Networks. The System functions using digital wireless telecommunications technology dependent on a 3G or 4G LTE wireless network, each of which is outside of our control. If the wireless carrier ceases to support the network with which the System in your Vehicle is compatible either partially or completely, your ability to receive the Services will be reduced or terminated, respectively. Neither Nissan nor Sirius XM is responsible for providing you continued access to the Services in light of cellular network limitation or termination, nor any associated costs. Should the compatible network terminate, we may cancel your service and issue a refund for any remaining unused time in your Subscription that you have paid in advance, if applicable. If that happens, we will notify you of the effective date of cancellation.

C. Wireless Service Providers (Carriers). You do not have any right in the wireless phone number assigned to the System in your Vehicle. We can change the number at any time. All terms in this Agreement that apply to the underlying wireless Service Provider extend to its affiliates and contractors and their respective officers, directors, employees, successors, and assigns. As a condition to providing wireless service, the underlying wireless Service Provider requires that you agree to the terms in this section. You understand and agree that you have no contractual relationship whatsoever with the wireless carrier and that you are not a third-party beneficiary of any agreement between Sirius XM or Nissan, and the wireless carrier. IN ADDITION, YOU UNDERSTAND AND AGREE THAT THE WIRELESS CARRIER HAS NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU HOWSOEVER RESULTING OR CAUSED, DIRECTLY OR INDIRECTLY, WHETHER OR NOT BASED IN TORT, BREACH OF CONTRACT AND WHETHER AT LAW OR IN EQUITY, INCLUDING INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, LOSS OF BUSINESS OR GOODWILL, LOSS OF REVENUE OR PROFITS, OR CLAIMS OF PERSONAL INJURIES OR VEHICULAR DAMAGES, AND WHETHER OR NOT DUE IN WHOLE OR IN PART TO OUR OWN NEGLIGENCE OR THAT OF THE UNDERLYING WIRELESS SERVICE CARRIER. YOU UNDERSTAND THAT THE UNDERLYING CARRIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE OR COVERAGE. THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES. THE UNDERLYING CARRIER DOES NOT WARRANT THAT YOU OR YOUR VEHICLE CAN OR WILL BE LOCATED USING THE SERVICE. TO THE FULL EXTENT ALLOWED BY LAW, YOU RELEASE, INDEMNIFY AND HOLD THE UNDERLYING CARRIER HARMLESS 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, SERVICES PROVIDED BY THE UNDERLYING CARRIER OR ANY PERSON'S USE THEREOF, INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF THE UNDERLYING WIRELESS SERVICE CARRIER.

10. PRIVACY

A. Information Collected, Used and Disclosed by Us. In providing the Services to you, we may collect and retain an electronic or other record of certain personal and vehicle information, including nonpublic information about your vehicle or relating to the use of your vehicle, such as but not limited to: your Vehicle's description, location, speed, direction of travel, time of travel, service data, odometer reading, Vehicle Identification Number ("VIN"); mechanical condition or incidents involving your Vehicle; information collected as part of any automated vehicle functionality such as braking, turning, lane changes, hand location, eye and eyelid movement and closure, face direction, external camera feeds, and third party vehicle distance; your search content; names and phone numbers of individuals you provide as emergency contacts; and, information about anyone making a NissanConnect Services call from your Vehicle or under your account including the date, time, and duration of call and any Response Agent notes written during a call. We also may collect, and you may provide to us, data related to the Vehicle or the Services that is not associated with you in an identifiable way, such as functionality use, statistics, performance data, or quality metrics. Cancellation of the Services will not stop the collection of this information. You agree that we may record or monitor your Vehicle's location or other relevant information when (1) necessary for us to provide a service to you or other occupants in your Vehicle; (2) your airbag deploys or a severe impact occurs; (3) your Vehicle is equipped to provide stolen vehicle recovery and you report your Vehicle as stolen; (4) required by applicable state and federal laws, rules, regulations, and judicial orders; or (5)

related to our attempts to communicate with you or recover your Vehicle pursuant to agreements governing the lease or financing of your Vehicle. Your Vehicle contains an event data recorder (as defined in section 563.5 of title 49, Code of Federal Regulations) pursuant to the Federal Driver Privacy Act of 2015, which collects certain information about a Vehicle just prior to, or during, a crash event. Your affirmative acceptance of these terms represents your express consent to our access, use and disclosure of any data collected by an event data recorder for our business purposes, including the provision of the Services herein described.

We use the personal and vehicle information we collect from you or occupants of your Vehicle to, among other things, deliver the Services to you, manage your account, improve occupant and vehicle safety, improve or develop other products and services, perform analysis and research, improve your experience at Nissan dealers, and enhance your overall ownership experience. We have physical, electronic, and procedural safeguards in place to reasonably mitigate the risk of loss, misuse, and alteration of the information under our control. We share the information we collect with Service Providers for the same purposes that we may use the information for other purposes relating to the services and operations of the Service Providers. We may share non-public information about you, your vehicle, and its use to third parties, including Service Providers, dealers, data brokers, insurance carriers, marketing partners, and their service providers. Please visit the Nissan privacy policy at <https://www.nissanusa.com/privacy.html> for information about how we use and disclose your personal information and your rights and options regarding Vehicle and other data. All Service Providers or third parties that have agreements in place with Nissan or SiriusXM are contractually obligated to protect your personal information. We may also disclose information to individuals designated by you to be contacted in an emergency. You agree we may release your information, including location and Vehicle data, when we are required to do so to comply with applicable state and federal laws, rules and regulations, regulatory inquiries or investigations, in legal proceedings, pursuant to subpoenas or court orders, in cooperation with law enforcement agencies, to enforce the terms of this Agreement and any agreement related to the lease or financing of your Vehicle, or as otherwise permitted under this Agreement.

B. Your Privacy Rights. This Agreement and the Nissan Privacy Policy govern our use and protection of the information we collect from you. We may change the Nissan Privacy Policy at any time in the manner set forth therein. You can access the current Nissan Privacy Policy online at <https://www.nissanusa.com/privacy.html>. You may contact Nissan with any comments or inquiries about the Nissan Privacy Policy by using the methods described under the "HOW TO CONTACT US" section of the Nissan Privacy Policy. You may review, modify, correct, or update the information you provide us at any time by writing or calling us at the mailing address or customer care telephone number provided above.

C. Monitoring and Recording. For quality assurance purposes, we or Service Providers may monitor and record conversations between our and their respective service centers and your Vehicle's occupants, as well as any conversations between our and their service centers and you or others contacting the service centers to discuss your account outside of the Vehicle. **YOU CONSENT, ON BEHALF OF YOURSELF, 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 AND YOU RELEASE US AND THE THIRD PARTY BENEFICIARIES 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 Nissan, Nissan dealers, and other Service Providers. Additionally, if your Vehicle is equipped to provide stolen vehicle recovery services and your Vehicle is stolen, or you breach the terms of any agreement regarding the lease or financing of your Vehicle, we may determine the location of the Vehicle, without the occupants' knowledge, in order to assist in recovering the Vehicle. We may also be legally required to provide location data and other information obtained through the System to law enforcement agencies. **YOU RELEASE US AND THE THIRD PARTY BENEFICIARIES FROM AND AGAINST ANY AND ALL CLAIMS OR LIABILITIES ARISING OUT OF THE DISCLOSURE OF INFORMATION UNDER THE CIRCUMSTANCES STATED IN THIS AGREEMENT. SEE SECTION 4 ABOVE REGARDING REMOVAL OF INFORMATION FROM THE VEHICLE AND RELEVANT APPLICATIONS AND OWNER PORTAL. BY FAILING TO REMOVE ANY INFORMATION, PREFERENCES OR ALERT SETTINGS FROM THE VEHICLE AND ALL APPLICATIONS PRIOR TO A VEHICLE DISPOSAL EVENT OR REMOVAL OF THE VEHICLE FROM ALL OWNER'S ACCOUNTS, YOU ARE CONSENTING TO DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES INCLUDING FUTURE OWNERS OF THE VEHICLE.**

D. Your Consent. YOU CONSENT ON BEHALF OF YOURSELF AND OCCUPANTS IN YOUR VEHICLE TO WIRELESS COMMUNICATION BEING CONDUCTED IN YOUR VEHICLE TO ENABLE US AND THE SERVICE PROVIDERS TO DELIVER THE SERVICES TO YOU AND OCCUPANTS IN YOUR VEHICLE. YOU, ON BEHALF OF YOURSELF AND OCCUPANTS IN YOUR VEHICLE, ALSO CONSENT TO THE COLLECTION, RECORDING AND USE OF THE INFORMATION DESCRIBED IN THIS AGREEMENT AND RELEASE US AND THE THIRD PARTY BENEFICIARIES FROM AND AGAINST ANY AND ALL CLAIMS OR LIABILITIES ARISING OUT OF THE COLLECTION AND USE OF THIS INFORMATION. **YOU ALSO AGREE THAT WE MAY CONTACT YOU IN YOUR VEHICLE, BY ELECTRONIC MAIL, BY SHORTMESSAGE, OR BY TELEPHONE AT ANY NUMBER WE HAVE ON FILE FOR YOU, EVEN IF DOING SO MAY RESULT IN ADDITIONAL TELECOMMUNICATIONS FEES OR CHARGES TO YOU, TO DISCUSS YOUR ACCOUNT OR TO DELIVER SERVICES. SPECIFICALLY, BY PROVIDING A CELLULAR PHONE NUMBER TO US, YOU AGREE THAT WE MAY CONTACT YOU WITH SERVICE-RELATED CALLS OR TEXTS AT THAT NUMBER.**

11. NO WARRANTIES. Warranties are special kinds of promises. Your Vehicle's limited warranty or hardware maker's limited warranty (if applicable) includes the System, BUT DOES NOT COVER THE SERVICES OR THE WIRELESS SERVICE. In addition, we cannot promise uninterrupted or problem-free service, and we cannot promise that the data or information provided to you will be error-free. Services are provided by Nissan, Sirius XM and other Service Providers. ALL DATA AND INFORMATION IS PROVIDED TO YOU ON AN "AS IS" BASIS. NEITHER WE NOR ANY THIRD PARTY BENEFICIARY MAKE ANY WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING WITH RESPECT TO CONTENT, QUALITY, SUITABILITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR PERFORMANCE ABOUT ANY DEVICE, GOODS, SERVICES OR ABOUT ANY DATA OR INFORMATION OR SERVICES PROVIDED THROUGH IT. 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. IN NO EVENT WILL WE OR NISSAN OR THE UNDERLYING WIRELESS SERVICE CARRIER BE LIABLE, WHETHER OR NOT DUE TO ANY NEGLIGENCE BY SIRIUS XM, NISSAN, OR THE UNDERLYING WIRELESS CARRIER, 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 SERVICE PROVIDED BY OR THROUGH THE UNDERLYING WIRELESS SERVICE CARRIER; (C) DAMAGE OR INJURY CAUSED BY SUSPENSION OR TERMINATION OF THE SERVICES BY THE UNDERLYING WIRELESS SERVICE CARRIER; (D) DAMAGE OR INJURY CAUSED BY A FAILURE OR DELAY IN CONNECTING A CALL TO ANY ENTITY, INCLUDING 911 OR ANY OTHER EMERGENCY SERVICE; (E) DAMAGE OR INJURY CAUSED BY USE OF THE DEVICE OR SERVICES, INCLUDING USE IN A VEHICLE; (F) CLAIMS AGAINST YOU BY A THIRD PARTY; OR (F) DAMAGE OR INJURY YOU OR ANY THIRD PARTY MAY SUFFER BY USE OF, OR INABILITY TO USE THE DEVICE OR SERVICES PROVIDED BY OR THROUGH THE UNDERLYING WIRELESS SERVICE CARRIER.

B. NEITHER SIRIUS XM, NOR NISSAN, NOR ANY SERVICE PROVIDER WILL BE LIABLE TO YOU FOR ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR USE OF THE SYSTEM OR THE SERVICES, OR ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF THE SYSTEM.

C. THE MAXIMUM AGGREGATE LIABILITY OF SIRIUS XM, THE WIRELESS CARRIER, NISSAN, AND ANY OTHER SERVICE PROVIDER TO YOU UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, PERSONAL INJURY, OR PRODUCTS LIABILITY) FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICES PROVIDED HEREUNDER IS LIMITED TO ONE HUNDRED U.S. DOLLARS (\$100) IN THE AGGREGATE (NOT PER INCIDENT). THIS AMOUNT IS THE SOLE AND EXCLUSIVE LIABILITY OF SIRIUS XM, NISSAN, THE WIRELESS CARRIER, THE SERVICE PROVIDERS, AND ANY OTHER THIRD PARTY BENEFICIARIES, TO YOU AND IS PAYABLE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. YOU UNDERSTAND AND AGREE THAT NONE OF SIRIUS XM, NISSAN, THE WIRELESS CARRIER, ANY SERVICE PROVIDER, NOR ANY OTHER THIRD PARTY BENEFICIARY WOULD HAVE AGREED TO PROVIDE NISSANCONNECT SERVICES TO YOU IF YOU DID NOT AGREE TO THIS LIMITATION.

D. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, **YOUR MAXIMUM LIABILITY TO US** UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO ANY CHARGES DUE AND OWING BY YOU TO US.

E. NEITHER YOU NOR WE CAN RECOVER (1) PUNITIVE DAMAGES, (2) TREBLE, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, OR (3) ATTORNEY'S FEES. YOU CANNOT RECOVER THESE TYPES OF DAMAGES OR FEES FROM ANY THIRD PARTY BENEFICIARY, EITHER. YOU AND WE AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT.

F. 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 WE OR SERVICE PROVIDERS DON'T CONTROL.

G. YOU UNDERSTAND AND AGREE THAT THE SERVICES UTILIZE A CELLULAR PHONE NETWORK TO PROVIDE SERVICE, AS DESCRIBED IN SECTIONS 7 AND 9 ABOVE. NEITHER WE NOR THE WIRELESS CARRIER CAN GUARANTY THE PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS. NEITHER WE NOR THE WIRELESS CARRIER WILL BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE DEVICE OR THE SERVICES, OR FOR ANY DAMAGES ARISING FROM OR RELATED TO THE LACK OF PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS. IN ADDITION TO ANYTHING ELSE IN THIS AGREEMENT, **YOU AGREE TO EXCUSE ANY NON-PERFORMANCE** BY US OR ANY SERVICE PROVIDER 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 THE CONTROL OF US OR OUR SERVICE PROVIDERS.

H. 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.

I. YOU AGREE THAT NONE OF US, NOR ANY SERVICE PROVIDER PROVIDING SERVICES TO US WHO SENDS YOU DATA OR INFORMATION THROUGH THE SERVICES, IS LIABLE FOR ANY ERRORS, DEFECTS, PROBLEMS, OR MISTAKES IN THAT DATA OR INFORMATION.

J. TO THE EXTENT ALLOWED BY LAW, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SIRIUS XM, NISSAN, AND THE UNDERLYING WIRELESS SERVICE CARRIER, AND OUR AND THEIR AFFILIATES, RESPECTIVE OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL COSTS, EXPENSES, ACTS, ACTIONS OR CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, FROM OR IN CONNECTION WITH OR OTHERWISE RELATING TO THIS AGREEMENT, THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, OR THE USE, FAILURE TO USE, OR INABILITY TO USE THE SYSTEM OR THE SERVICES, EXCEPT WHERE THE CLAIMS RESULT FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

K. 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 or occupying 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 the Services or the System.

NOTE: Some states don't 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. NissanConnect Services are intended as a convenience. The payments you make for the Services aren't related to the value of your Vehicle or any property in it, or the cost of any injury to or damages suffered by you. Neither we nor any Third Party Beneficiary is an insurance company. You promise you'll 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 SIRIUS XM, NISSAN, AND ANY THIRD PARTY BENEFICIARIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST ALL HAZARDS COVERED BY YOUR INSURANCE. NO INSURANCE COMPANY OR INSURER WILL HAVE ANY RIGHT OF SUBROGATION AGAINST SIRIUS XM, NISSAN, OR THIRD PARTY BENEFICIARIES.

14. YOUR RESPONSIBILITY FOR ANY THIRD PARTIES' CLAIMS. In order to get the Services, YOU AGREE THAT YOU'LL BE RESPONSIBLE FOR ANY AMOUNT ANYONE ELSE CLAIMS FROM SIRIUS XM, NISSAN, OR ANY THIRD PARTY BENEFICIARIES OR THEIR OFFICERS, EMPLOYEES, AFFILIATES, AND AGENTS PLUS ANY EXPENSES, 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, YOUR EMPLOYEES, OR THIRD PARTIES, EVEN IF DUE TO THE SOLE NEGLIGENCE OF ANY OF SIRIUS XM, NISSAN OR THE SERVICE PROVIDERS; (2) THE USE OR POSSESSION OF DATA OR INFORMATION PROVIDED IN CONNECTION WITH THE SERVICES; (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 SERVICES, EXCEPT WHERE THE CLAIMS RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF SIRIUS XM, NISSAN, OR THE SERVICE PROVIDERS.

In addition, if you've authorized us to charge amounts due against your credit or bank 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, DEBIT, OR BANK 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.

ARBITRATION CLAUSE - IMPORTANT - PLEASE REVIEW - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

If you and we have a disagreement related to the 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** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: (i) claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; (ii) claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); (iii) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (iv) claims that may arise after the termination of this Agreement. References to "us" and "we" in this Section 15 include the Third Party Beneficiaries, and references to "you," "we" and "us" in this section 15 include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of the Services or the System under this or prior agreements between you and us. If federal law provides that a claim or dispute is not subject to binding arbitration, this arbitration clause shall not apply to such claim or dispute. **ANY CLAIM OR DISPUTE IS TO BE ARBITRATED BY A SINGLE ARBITRATOR ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION. YOU EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO ARBITRATE AS A CLASS ACTION.** You may choose one of the following arbitration organizations, and its applicable rules, to conduct the arbitration: JAMS (800-352-5267 or www.jamsadr.com), the American Arbitration Association (800-778-7879 or www.adr.org), or any other organization subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statutes of limitation. Unless applicable law provides otherwise, the arbitration hearing shall be conducted in the federal district in which you reside unless the seller of the vehicle is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service and case management fee, your arbitrator and hearing fee and any arbitration appeal fees you incur all up to a maximum of \$5,000, unless the law requires us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims are frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this clause, then the provisions of this clause shall control. The arbitrator's award shall be final and binding on all parties, except that you may appeal any arbitrator's award pursuant to the rules of the arbitration organization, and we may only appeal an award against us exceeding \$100,000. Any arbitration under this arbitration clause shall be governed by the Federal Arbitration Act (9 U.S.C. §1 et. seq.) and not by any state law concerning arbitration.

You retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, and we agree to reimburse your filing fees for such proceedings. You and we retain any rights to self-help remedies. You also retain the right to seek individual injunctive relief in court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This arbitration clause shall survive any termination of this contract. If any part of this arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class allegations have been made, the remainder of this Arbitration clause shall be unenforceable.

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 Sirius XM should be addressed to: Legal Department, Sirius XM Connected Vehicle Services Inc., 8550 Freeport Parkway, Irving, TX 75063. The Notice to Nissan should be addressed to: Legal Department, Nissan North America, Inc., 1 Nissan Way, Franklin, TN 37067. 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 will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.

B. Governing Law. To the fullest extent permitted by law, and except as provided otherwise in Section 15A above, this Agreement and any disputes arising out of or relating to it will be governed by the laws of the state of Texas without regard to its conflict of law principles, and by any applicable tariffs, wherever filed.

C. Time Limits. YOU ARE NOT ALLOWED TO COMMENCE ANY CLAIM AGAINST SIRIUS XM, NISSAN, OR ANY THIRD PARTY BENEFICIARY LATER THAN ONE YEAR, OR THE SHORTEST DURATION OF TIME PERMITTED UNDER APPLICABLE LAW IF GREATER THAN ONE YEAR, AFTER THE CLAIM ARISES.

16. GENERAL LEGAL INFORMATION.

A. Communicating with Each Other. Except as otherwise provided in the Arbitration provisions in Section 15 above, any written notice from you required by this Agreement will be considered given when we receive it at our mailing 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 the customer care number listed here: 1-844-711-8100. You may review the current version of this Agreement and other information online at <https://www.nissanusa.com/owners.html>.

B. Others Covered by this Agreement. The wireless carrier, all other Service Providers, our affiliates, and the affiliates or each of the foregoing are intended beneficiaries of this Agreement. You agree that you'll make any of your passengers or guests or drivers of your Vehicle aware of our rights and subject to the limitations of this Agreement.

C. Our Relationship. Despite any statements to the contrary, this Agreement doesn't create any fiduciary relationships between you and us, or between you and any of the Third Party Beneficiaries. It doesn't create any relationship of principal and agent, partnership, or employer and employee.

D. Assignment. We can assign this Agreement or your obligations to pay under it in whole or in part to anyone we choose. You can't assign this Agreement or your obligations to anyone else without our prior consent.

E. Final Provisions. This Agreement (including these terms and conditions and any other NissanConnect Services documents incorporated in them) is the entire agreement between you and us regarding this subject matter. It supersedes all other agreements or representations, oral or written, between us, past or present. 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's been replaced by a new agreement between us). It will also be binding on your heirs and successors and on our successors. 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 WOULDN'T OTHERWISE QUALIFY. THIS WON'T BE A WAIVER OR REQUIRE US TO DO SO AGAIN. YOU AGREE WE WON'T BE LIABLE FOR ANYTHING RESULTING FROM OUR PROVISION OF SUCH SERVICE.

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