

HondaLink® Subscription Services Subscriber Agreement

SUBSCRIBER INFORMATION

Title:	First Name	Last Name	Suffix
Home Address		City	Province
Postal Code			
Primary Contact Number	Phone Type	Secondary Contact Number	Phone Type
E-Mail Address			

VEHICLE INFORMATION

Make	Model	Model Year	Vehicle Color
Vehicle Identification Number (VIN):			

SUBSCRIPTION PACKAGES & FEES

Subscription Package	Expiration	Subscription Fee
Security	mm/dd/yyyy	\$xxx.00
Remote	mm/dd/yyyy	\$xxx.00
Concierge	mm/dd/yyyy	\$xxx.00
Taxes		\$xxx.00
Total		\$xxx.00

PAYMENT METHOD

Type of Credit Card: VISA MC AE DISCOVER JCP

Credit Card Number:

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TERMS OF SERVICE

All HondaLink® subscription-based connected vehicle services, or subscription services, are subject to the HondaLink Subscription Services Terms of Use attached hereto. One or more complimentary periods of certain HondaLink subscription services may be included with the purchase or lease of your new Honda vehicle. Please see www.honda.ca/HondaLink for available trial services and eligibility periods applicable to your Vehicle. After the expiration of a trial service period, a paid subscription in the applicable subscription package is required to continue to receive the subscription services associated with such subscription package. If you have purchased a paid subscription at the time of entering into this Subscriber Agreement, the package content and billing interval will be reflected here. You will be responsible for all applicable taxes and fees for subsequent renewal periods for HondaLink subscription services. If you purchase subscription services or modify your subscription package(s) after the date you signed this Subscriber Agreement below, the email confirming the details of your new subscription package(s) will automatically modify your Subscriber Agreement and become part of your Subscriber Agreement going forward.

BY PROVIDING MY CREDIT CARD NUMBER, I UNDERSTAND THAT MY CREDIT CARD NUMBER WILL BE PLACED ON FILE FOR FUTURE RENEWALS OF MY HONDALINK SUBSCRIPTION PACKAGE(S). AT THE EXPIRATION OF ANY ACTIVE SUBSCRIPTION PACKAGE(S), MY SUBSCRIPTION PACKAGE(S) WILL AUTOMATICALLY RENEW FOR ANOTHER YEAR OR AS OTHERWISE SPECIFIED IN THE HONDALINK SUBSCRIPTION SERVICES TERMS OF USE. FOR EACH RENEWAL, MY CREDIT CARD ACCOUNT NUMBER ON FILE WILL BE CHARGED ON MY RENEWAL DATE OR AS STATED IN THE TERMS OF USE AT THE THEN CURRENT SUBSCRIPTION RATE, PLUS APPLICABLE TAXES AND FEES, UNLESS I CANCEL MY SUBSCRIPTION PACKAGE(S) PRIOR TO MY RENEWAL DATE. I MAY CANCEL MY SUBSCRIPTION PACKAGE(S) AT ANY TIME BY CALLING 1-855-508-2417. BY SIGNING THIS AGREEMENT, I AUTHORIZE THESE FUTURE CHARGES TO MY CREDIT CARD.

SUBSCRIBER'S AGREEMENT AND SIGNATURE

I represent that I am 18 years of age or older and have read this HondaLink Subscription Services Subscriber Agreement and agree to its terms and conditions including, without limitation, the attached HondaLink Subscription Services Terms of Use regarding service duration and automatic subscription renewal, limitations of service and liability, privacy, and binding arbitration. I agree that this Subscriber Agreement and all future notices, documents and records related to it may be signed, delivered and retained in electronic form, as set forth in the Terms of Use. I consent to vehicle data collection, use and disclosure, including location data, as set forth in the Honda Canada Vehicle Data Privacy Policy, available at www.honda.ca/privacy, and the attached HondaLink Subscription Services Terms of Use. I hereby authorize the charges set out on this page, if any, to be applied to the credit card I have placed on file.

Signature [FirstCustomer] [LastCustomer] Electronically Signed on [Date – MM/DD/YYYY]

SEE FOLLOWING PAGES FOR HondaLink Subscription Services Terms of Use.

For questions, please call HondaLink Customer Care at 1-855-508-2417.

**HondaLink® Subscription Services
Terms of Use**

Effective as of May 25, 2017

Your Honda vehicle (“**Vehicle**”) may come with active connected vehicle services. PLEASE READ THE HONDA CANADA CUSTOMER PRIVACY POLICY AND VEHICLE DATA PRIVACY POLICY LOCATED AT WWW.HONDA.CA/PRIVACY AND ALL PAGES OF THIS AGREEMENT COMPLETELY BEFORE USING ANY HONDALINK SUBSCRIPTION SERVICES AND KEEP A COPY FOR YOUR FILES. DATA FROM YOU AND YOUR VEHICLE, INCLUDING PERSONAL INFORMATION AND LOCATION DATA, IS COLLECTED, STORED AND SHARED IN ORDER TO PROVIDE THE HONDALINK SUBSCRIPTION SERVICES IN ACCORDANCE WITH THE ABOVE PRIVACY POLICIES AND WITH SECTION 10 (PRIVACY) BELOW. **IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, PLEASE CALL US AT 855-508-2444 OR PRESS THE LINK BUTTON IN YOUR VEHICLE AND REQUEST TO HAVE THE SUBSCRIPTION SERVICES DEACTIVATED.**

Welcome to the **HondaLink subscription-based** connected vehicle services (the “**Subscription Services**”). Your Subscriber Agreement, including these HondaLink Subscription Services Terms of Use and the Honda Canada Customer Privacy Policy and Vehicle Data Privacy Policy (collectively, the “**Agreement**”), apply to your use of the Subscription Services, whether in a trial or paid subscription (each, a “**Subscription Package**”). If you activate, receive, use, accept or otherwise access any of the Subscription Services, you are bound by these Terms of Use, even if you have not electronically signed or expressly accepted this Agreement, unless otherwise stated by law. See Section 2A.

READ AND KEEP A COPY OF ANY ADDITIONAL HONDALINK DOCUMENTS GIVEN OR SENT TO YOU.

TO THE GREATEST EXTENT ALLOWED BY LAW, ANY HONDALINK DOCUMENTS (REGARDLESS OF WHETHER THEY STATE THEY BECOME PART OF THIS AGREEMENT) ARE AUTOMATICALLY DEEMED A PART OF THIS AGREEMENT IF YOU ACCEPT ANY OF THE SERVICES SUCH DOCUMENTS DESCRIBE.

As used in the Agreement, the terms "you" and "your" shall be deemed to refer to, and the Agreement shall be binding upon, any person or entity who has purchased or leased, or uses as a driver or occupant (e.g., additional drivers, passengers), a Vehicle equipped with active Subscription Services, as well as any person who requests and/or uses any Subscription Services outside the Vehicle. Also, as used in the Agreement, the terms "we," "us," "our", and "HondaLink" shall be deemed to collectively refer to the following persons/entities, each of which are intended beneficiaries of this Agreement: (i) Honda Canada Inc. and its affiliates, parent company, successors and assigns and dealers authorized by Honda Canada Inc. (collectively “**Honda**”); (ii) Sirius XM Connected Vehicle Services Inc. and SXM CVS Canada Inc. (“**Sirius XM**”) and its affiliates, successors and assigns; and (iii) any employees, directors, officers, subcontractors, representatives and agents of any of the foregoing. In addition, except where prohibited by law, the following persons and entities are intended third party beneficiaries of this Agreement: Service Providers (defined below) and their affiliates, successors and assigns. **NOTE:** Satellite radio services provided by Sirius XM Canada Inc. in connection with your Vehicle’s satellite radio device are separate and distinct from the Subscription Services.

Our mailing address is HondaLink Subscription Services, 180 Honda Boulevard, Markham, ON L6C 0H9, Canada. Our client relations telephone number is 855-508-2444, or press the LINK button in your Vehicle to speak to a HondaLink Agent. Information about HondaLink services, including the Subscription Services, is also available online at www.honda.ca/hondalink.

ELECTRONIC SIGNATURE AND DISCLOSURE CONSENT NOTICE

You agree to the use of electronic documents and records in connection with your registration for and subscription to one or more Subscription Packages for Subscription Services and all future documents and records in connection with such Subscription Packages and the related Subscription Services—including without limitation this electronic signature and disclosure notice—and that this use satisfies any requirement that we provide you these documents and their content in writing. If you do not agree, do not accept this Agreement. You may (a) obtain a paper copy of this Agreement (free of charge), (b) withdraw your consent to the use of electronic documents and records, or (c) update your contact information by calling us at 855-508-2444. If you withdraw your consent to the use of electronic documents and records, then we may cancel this Agreement, terminate the Subscription Packages to which you have subscribed, and deactivate the related Subscription Services. To receive or access electronic documents and records, you must have the following equipment and software: (i) a device that is capable of accessing the Internet; (ii) an Internet browser that supports HTML 4.0 and 128-bit SSL encryption, such as Microsoft Internet Explorer 7 and higher, Firefox 3 and higher, Chrome 3.0 and higher; and (iii) software that permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader 8.0 or higher, and email.

1. SERVICE ACTIVATION & REQUIREMENTS.

A. ACTIVATION. YOUR VEHICLE MAY COME WITH SOME SUBSCRIPTION SERVICES ALREADY ACTIVE BEFORE PURCHASE. YOU CAN ONLY RECEIVE AND USE THE FULL SUITE OF SUBSCRIPTION SERVICES BY ENROLLING IN THE APPLICABLE SUBSCRIPTION PACKAGE(S) AND ACCEPTING THIS AGREEMENT. SUBJECT TO APPLICABLE LAW, YOU ACCEPT THIS AGREEMENT WHEN YOU SIGN A CONTRACT THAT INCLUDES THIS AGREEMENT, OR WHEN YOU COMPLETE AND

ELECTRONICALLY SIGN THIS AGREEMENT ONLINE OR AT YOUR DEALERSHIP, OR WHEN YOU SPEAK WITH A HONDALINK AGENT OR AUTOMATED SYSTEM TO SUBSCRIBE FOR SUBSCRIPTION SERVICES, OR WHEN YOU (OR SOMEONE YOU AUTHORIZE TO USE YOUR VEHICLE) USE THE SUBSCRIPTION SERVICES OR ACCEPT ANY OF ITS BENEFITS (INCLUDING USING A VEHICLE WITH ACTIVE SUBSCRIPTION SERVICES). IF YOU DO ANY ONE OF THESE THINGS TO ACCEPT, YOU ARE BOUND BY THIS AGREEMENT AND ANY LATER CHANGES OR AMENDMENTS TO IT TO THE EXTENT PERMITTED BY LAW.

B. SERVICE REQUIREMENTS AND SERVICE PROVIDERS. To receive Subscription Services, your Honda 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 Subscription Services to your Vehicle. After the expiration of a trial period for a Subscription Package, you must purchase and maintain an active subscription in the Subscription Package in order to receive the Subscription Services associated with such Subscription Package. The Subscription Services available through the Subscription Packages are provided to you by Honda, through Sirius XM, our authorized connected vehicle services provider. Honda or Sirius XM in turn may interact with and/or engage one or more third party providers as necessary to provide the Subscription Services. Those third party providers include any person, company, or entity who provides any service, equipment, or facilities in connection with the Subscription Services or the HondaLink Embedded System, including, but not limited to, wireless service providers, underlying wireless carriers, content suppliers, licensors, public safety answering points, third party responders (such as police, fire and ambulance), roadside assistance and towing companies, automakers, distributors and dealers. Such third party providers are referred to in this Agreement as “**Service Provider(s)**”. Sirius XM may receive and respond to your requests for Subscription Services through an automated operator or through specially trained personnel known as “**HondaLink Agents**”.

HondaLink Agents may connect you or your Vehicle to, or contact on your behalf, other Service Providers such as the police, fire department, or ambulance service. The HondaLink Agents will use reasonable efforts to contact appropriate Service Providers for help when you ask for it or when the HondaLink Embedded System in your Vehicle signals for it, but it cannot be promised that any Service Providers will respond in a timely manner or at all. We will contact a Service Provider to provide assistance if the HondaLink Customer Care center receives a collision notification signal and we are unable to make contact with someone in your Vehicle. The laws in some places require a request for emergency assistance to be confirmed before Service Providers will provide service. We will not contact Service Providers in these locations in response to a press of the ASSIST button if we cannot hear your request for assistance. We also may not contact Service Providers in any location in response to a press of the ASSIST button from cars situated in locations which reasonably indicate that a crash/incident is unlikely, such as car dealerships, rental car companies, car washes or your address, if we cannot hear your request for assistance.

2. SUBSCRIPTION DURATION

A. Subscription Duration. The term of this Agreement is indefinite and your Subscription Services will continue until canceled. Your new Vehicle may come with one or more trial subscription packages, each with its own duration and period of eligibility. Please visit www.honda.ca/hondalink for information about the available Subscription Packages for your Vehicle and any applicable trial period(s). The trial period for your initial HondaLink Subscription Package (“**Initial Subscription**”) commences on the original date of sale or lease of a new vehicle and runs through the applicable trial period for such subscription package (“**Initial Subscription Period**”). You may also access additional HondaLink Subscription Services by enrolling in additional trial or paid HondaLink Subscription Packages (“**Additional Subscription Package(s)**”), as described at www.honda.ca/hondalink. To receive the Subscription Services associated with a Subscription Package after the trial period that Subscription Package has expired, YOU WILL NEED TO PROVIDE US WITH A VALID CREDIT CARD TO HAVE ON FILE, INDICATE YOUR INTENTION TO RENEW YOUR SUBSCRIPTION PACKAGE AND SELECT A BILLING INTERVAL. **YOUR SUBSCRIPTION PACKAGE WILL THEN RENEW THEREAFTER AT THE BILLING INTERVAL YOU SELECTED, AND YOUR VALID CREDIT CARD ON FILE WILL BE CHARGED AUTOMATICALLY FOR THE SUBSCRIPTION PACKAGE YOU INDICATED TO EFFECTUATE THE RENEWAL OF THE APPLICABLE SUBSCRIPTION PACKAGE (a “Paid Subscription Period”) UNLESS AND UNTIL THE SUBSCRIPTION PACKAGE IS CANCELLED BY YOU OR BY US AS ALLOWED IN THIS AGREEMENT.** Payment for Paid Subscription Services Packages is due in advance, in accordance with Section 3 below.

B. Your Cancellation Rights. You may cancel any or all of your Subscription Packages for Subscription Services at any time subject to the conditions set forth herein. During the Initial Subscription Period, an active subscription in the Initial Subscription is required to maintain your subscription to any trial Additional Subscription Package. Once you are enrolled in a trial of an Additional Subscription Package, the cancellation of the trial of any Additional Subscription Package will result in the cancellation of your entire HondaLink trial subscription, after which, if there is time remaining in your Initial Subscription Period, you may re-enroll in the trial Initial Subscription. Once enrolled and then canceled, a trial Additional Subscription Package may not be reactivated; a paid Subscription Package will be required to access the features associated with that Additional Subscription Package. After the Initial Subscription Period, an active subscription in certain Subscription Packages may be required in order to subscribe to other Subscription Packages.

To cancel one or more Subscription Packages, you may call HondaLink Customer Care at 855-508-2444. You must provide your PIN and complete any reasonable confirmation of cancellation that we may request in order to cancel service. You may cancel any Subscription Package within the first thirty days of the start date of any

Paid Subscription Period and receive a full refund of the Subscription Package fee for that Paid Subscription Period. After the first 30 days, if you cancel your Subscription Package prior to the end of its pre-paid period, we will refund to you on a prorated basis any service fees prepaid directly by you (excluding any amounts included in the purchase or lease price of your Vehicle) for remaining portions of the Paid Subscription Period (i) after the date you request cancellation, or (ii) upon providing proof of the sale, lease expiration or destruction of your Vehicle by casualty, after the date of occurrence of such event. For more information, you may contact your provincial consumer affairs office.

You promise to notify us promptly if you sell or otherwise transfer your vehicle, its lease ends, or it is destroyed by casualty (each a "Vehicle Disposal Event"). If you fail to notify us that you have transferred the vehicle, you will be in breach of your agreement with us and may be held liable for any usage charges and/or activities associated with the Subscription Services, and you will indemnify, hold harmless and defend us against any action by the new owner relating to the Subscription Services, including but not limited to our use of the new owner's vehicle information in providing the Subscription Services. 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 sale, lease expiration or destruction of your Vehicle. Our decision to apply a refund adjustment is entirely up to us, and if approved, we will apply the adjustment amount to the valid credit card account you have on file with us if it was the card to which the original purchase was made. If for any reason, we cannot apply the adjustment to the credit card on file, we will issue you a refund by check to the address on file.

C. Our Cancellation and Suspension Rights. To the extent permitted by applicable law and unless prohibited by law, we may cancel your Subscription Package(s) and the related Subscription Services without cause, in which case we will give you notice 30 days prior to the effective date of cancellation after which your account will be deactivated and your access to such Subscription Services will terminate. This means that we can decide to cease providing the Subscription Services to you at any time and for any reason, even for reasons unrelated to you or your account with us. We may also terminate your access to the Subscription Services without prior notice if your Vehicle, the HondaLink Embedded System, or other equipment attached to your Vehicle operates in a manner that creates a nuisance to us or any Service Provider. If we cancel your service for any of the reasons listed above, we will refund any amounts you have directly paid in advance for the Subscription Services (other than any payment that was included in the purchase or lease price of your Vehicle), but not for the HondaLink Embedded System.

Additionally, we may cancel your Subscription Package(s) and the related Subscription Services without prior notice to you if we have received information that reasonably establishes you are no longer the owner/lessee of your Vehicle, and in such case we will not refund any prepaid amounts to you unless you notify us as provided in Section 2B above.

To the extent permitted by applicable law and unless prohibited by law, we may cancel your Subscription Package(s) and the related Subscription Services without prior notice to you for any good cause. This means, for example, we can cancel your Subscription Package(s) and the related Subscription Services immediately if you (i) breach any part of this Agreement, (ii) do not pay amounts that are due, (iii) interfere with our business or our efforts to provide service, or (iv) if your Subscription Services or wireless phone number is used for illegal purposes or purposes that could harm our reputation or ability to provide services. If we cancel your subscription, you do not have any right to have Subscription Services reactivated, even if we cancel due to your failure to comply with the terms of the Agreement and you later cure the problem. In the event we cancel your Subscription Package(s) and the related Subscription Services for good cause, we will not refund any prepaid or unused portions of your services fees. We may suspend your Subscription Services for any reason that we could cancel your Subscription Services. We can also suspend your Subscription Services for network or system maintenance or improvement, or if there is network congestion, or if we suspect your Subscription Services are being used for any purpose that would allow us to cancel it.

3. FEES, PAYMENT, BILLING AND TAXES.

A. Fees and Billing. Expiration dates and subscription fees, if applicable, for your selected Subscription Packages(s) are set forth in your Subscriber Agreement. In order to continue to receive the Subscription Services associated with a certain Subscription Package after your trial subscription period, you must place a valid credit card on file with us and have indicated to us that you wish to renew your HondaLink Subscription Services.

UNLESS YOUR SUBSCRIPTION PLAN IS CANCELLED BY YOU OR US AS ALLOWED BY THIS AGREEMENT, YOU HEREBY AUTHORIZE US TO CHARGE TO YOUR CREDIT CARD ON FILE, OR A SUBSTITUTE ACCOUNT PROVIDED FROM TIME TO TIME BY YOU OR YOUR CARD ISSUER, FOR EACH ACTIVE SUBSCRIPTION PACKAGE IN ADVANCE AT THE BILLING INTERVALS YOU HAVE SELECTED, THE THEN-CURRENT SUBSCRIPTION RATE FOR YOUR RENEWING SUBSCRIPTION PACKAGE(S), PLUS ANY APPLICABLE FEES OR TAXES, FOR THE DURATION OF THE APPLICABLE SUBSCRIPTION SERVICES AS DESCRIBED IN SECTION 2A ABOVE, UNLESS YOU OR WE CANCEL ACCORDING TO THE TERMS SET FORTH IN SECTIONS 2B OR 2C. PAYMENT MUST BE MADE IN CANADIAN DOLLARS AND IS DUE IN ADVANCE. By providing payment account information to us, you represent that you are an authorized user of such payment account. The price of your Subscription Package(s) may change over time, and, if such change occurs, we will notify you in advance and then use the new rates for the applicable payment period for those charges.

B. Your Payment Obligations. Your payment responsibilities are dictated by the billing structure of the

Subscription Package(s) that you choose. For all Subscription Packages, however, **you must always pay on time and (unless the law provides otherwise) in full**. You are responsible for paying directly to **all Service Providers** all charges for services furnished by them that are not expressly covered by your Subscription Package. Please refer to Section 1B for further details regarding Service Providers. If your credit card provider refuses a charge, we can terminate or suspend the Subscription Services applicable to your Subscription Package(s). If you object to any fees or charges for services billed by or through us, you must tell us in writing within 60 days after the fee or charge is incurred (unless the law does not allow a limit or the law requires a longer period) OR YOU WILL AUTOMATICALLY WAIVE THE DISPUTE.

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

4. TRANSFERRING, REACTIVATING OR CHANGING YOUR SERVICE. Unless we agree otherwise, you cannot transfer any Subscription Packages(s) to another Vehicle or another person. **If you terminate your ownership interest in the vehicle, you must contact us to deactivate the subscription services related to your subscription package(s).** You may cancel, change or reactivate your Subscription Packages(s) as provided elsewhere in this Agreement; however, we'll only accept requests from you or an additional authorized user of legal age listed on your account (or from someone we believe is your authorized agent) to activate, cancel, change, reactivate, or transfer your HondaLink service. If we do any of these things, you agree to pay any charges associated with these requests.

5. CHANGES TO THIS AGREEMENT. EXCEPT IF YOU ARE A RESIDENT OF QUEBEC, we reserve the right to change all or any features of this Agreement at any time (but no more often than twice annually in Ontario) after giving at least 30 days' notice to you or in accordance with applicable law. Where required by law, the notice to you will provide you with an updated version of this Agreement (including all of the terms and conditions required by applicable law) and we will set out the changes proposed, the date of the coming into force of such changes and your rights to refuse the amendment and to rescind this Agreement without additional cost, penalty or cancellation indemnity by sending us a notice to that effect no later than 30 days after the amendment comes into force, if the amendment entails an increase in your obligations or a reduction in our obligations. This includes changing any or all of this Agreement, including the prices and services provided. If any such change materially affects your rights under this Agreement, or negatively impacts your Subscription Services or Subscription Packages in a material way, or results in higher fees being charged to you by HondaLink, we will provide you with notice of such change in writing, which may include by electronic mail. AFTER RECEIVING NOTICE OF A CHANGE THAT MATERIALLY AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT, NEGATIVELY IMPACTS YOUR SUBSCRIPTION PACKAGE IN A MATERIAL WAY, OR RESULTS IN HIGHER FEES BEING CHARGED TO YOU, YOU MAY CANCEL THIS AGREEMENT OR AGREE TO THE CHANGE. IF YOU DO NOT CANCEL THIS AGREEMENT WITHIN THE TIME SPECIFIED IN THE NOTICE, THEN UNLESS PROVIDED OTHERWISE BY LAW, YOU WILL BE AGREEING TO THE CHANGE AND IT WILL AUTOMATICALLY BECOME PART OF THIS AGREEMENT. YOU AGREE THAT WE MAY USE ANY CREDIT CARD OF YOURS THAT WE HAVE ON FILE FOR PAYMENT OF SUCH CHARGES. You can obtain a copy of the current Agreement online at www.honda.ca/privacy/HondaLinkTerms or by calling us.

IF YOU ARE A RESIDENT OF QUEBEC, WE MAY CHANGE THE FOLLOWING PROVISIONS OF THIS AGREEMENT PERIODICALLY WITHOUT YOUR CONSENT: PREMIUM LEVEL SUBSCRIPTION FEATURES MAY BE ADDED OR DELETED, OR SUBSCRIPTION SERVICES FEES MAY CHANGE. In such cases we will provide you with at least 30 days' notice of the amendment in accordance with applicable law. Where required by law, the notice to you will provide you with an updated version of this Agreement (including all of the terms and conditions required by applicable law, and indicating the new clause, or the amended clause and the clause as it read formerly) and we will set out the changes proposed, the date of the coming into force of such changes and your rights to refuse the amendment and to rescind this Agreement without additional cost, penalty or cancellation indemnity by sending us a notice to that effect no later than 30 days after the amendment comes into force, if the amendment entails an increase in your obligations or a reduction in our obligations. By continuing to use the Subscription Service after those changes are made, you are expressing and acknowledging your acceptance of the changes.

6. SERVICE AND SYSTEM LIMITATIONS.

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

B. Technology and Communications. Subscription Services cannot work unless your Vehicle is in a place where we have an agreement with a wireless service provider for service in that area. Subscription Services

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

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

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

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

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

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

7. SPECIAL NOTICES.

A. Software Updates. The Subscription 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 or liability to you, subject to the provisions of Section 10 (Privacy) of this Agreement.

If you do not want your HondaLink software to be remotely updated, please call us at 855-508-2444 or press the LINK button in your Vehicle to cancel your Subscription Services.

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 function. IF THE HONDALINK EMBEDDED SYSTEM UTILIZES 3G OR 4G WIRELESS TECHNOLOGY, ONCE 3G OR 4G

WIRELESS TECHNOLOGY IS DISCONTINUED, THE SYSTEM WILL BE UNABLE TO CONNECT TO THE SUBSCRIPTION SERVICES AND YOUR VEHICLE WILL BE UNABLE TO RECEIVE HONDALINK SERVICES. Under this circumstance, your Subscription Service Package may be suspended or terminated without notice and without liability to Honda, Sirius XM, the underlying wireless carrier, or any of the Service Providers under this Agreement. If such a change in the telecommunication systems or services becomes necessary, we will notify you of the change as set forth in Section 5 above and you will be solely responsible for replacing, as well as the cost of replacing, the HondaLink Embedded System as necessary if you wish to continue access to the Subscription Services. If you choose not to make the replacements or updates necessary to have your HondaLink Embedded System be capable of receiving services, this will be considered sufficient reason for us to terminate this Agreement and cancel your Subscription Package(s) in accordance with Section 2C.

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. TO THE EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND AGREE THAT, UNDER THIS AGREEMENT, THE WIRELESS CARRIER HAS NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU.

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

(iii) YOU HAVE NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO THE 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 NONE OF HONDA, SIRIUS XM OR THE WIRELESS CARRIER CAN GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND NONE OF THE FOREGOING WILL BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SUBSCRIPTION SERVICES.

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

(vi) YOU UNDERSTAND AND AGREE THAT THE WIRELESS CARRIER DOES NOT GUARANTEE YOU OR ANY OTHER PERSON UNINTERRUPTED SERVICE OR COVERAGE. THE WIRELESS CARRIER DOES NOT WARRANT THAT YOU OR ANY OTHER PERSON CAN OR WILL BE LOCATED USING THE SUBSCRIPTION SERVICES. THE WIRELESS CARRIER MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, FOR ANY: (A) ACT OR OMISSION OF A THIRD PARTY INCLUDING, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; (B) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, FAILURES TO TRANSMIT, DELAYS, OR DEFECTS IN THE SERVICES PROVIDED BY OR THROUGH THE WIRELESS CARRIER; (C) DAMAGE OR INJURY CAUSED BY SUSPENSION OR TERMINATION BY THE WIRELESS CARRIER; OR (D) DAMAGE OR INJURY CAUSED BY A FAILURE OR DELAY IN CONNECTING A CALL TO ANY ENTITY, INCLUDING 911 OR ANY OTHER EMERGENCY SERVICE. TO THE FULL EXTENT ALLOWED BY LAW, YOU RELEASE, INDEMNIFY AND HOLD HARMLESS THE WIRELESS CARRIER FROM AND AGAINST ANY AND ALL CLAIMS OF ANY PERSON OR ENTITY FOR DAMAGES OF ANY NATURE ARISING IN ANY WAY FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, SUBSCRIPTION SERVICES PROVIDED BY THE WIRELESS CARRIER OR ANY PERSON'S USE THEREOF, INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF THE WIRELESS CARRIER.

8. INFORMATION AND AGREEMENTS ABOUT CERTAIN SERVICES

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

B. Stolen Vehicle Locator. If your Vehicle is stolen, we can try to locate it. Before we try to locate it, you'll need to file a stolen vehicle police report with the local authorities and be able to verify your identity to us. We will ask for information about the police report you filed and verify with the local authorities that they are treating the Vehicle as stolen. For your safety and the safety of others, we will only provide location

information about stolen vehicles to the police. We will not continue to try to locate your Vehicle after seven days from the time you first report it stolen, and we cannot guarantee that we will find it. The Vehicle's owner may request one additional seven day extension, after which we will cease any efforts to locate the Vehicle. We also are not required to try to find your Vehicle for the purpose of locating a person. We will not provide stolen vehicle location service for your Vehicle to an unauthorized third party, which means anyone other than you or an authorized user of legal age listed on your account, a government entity pursuant to a valid court order or other official governmental action, or one of our affiliates in connection with enforcement of an agreement related to the leasing or financing of your Vehicle.

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

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

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

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

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

H. Remote Start. It is your responsibility prior to activating Remote Start to ensure that your Vehicle is in a location where it is safe to do so, and you expressly acknowledge that starting your Vehicle in an enclosed space or an open space with limited ventilation risks carbon monoxide poisoning, which could result in serious injury or death of you or others, and assume all risks and liabilities associated with activating Remote Start. In addition, you are responsible for using Remote Start in a manner that will not violate any regulation, ordinance or other law applicable to the location of your Vehicle at time of activation. This service requires you to establish and use a PIN each time it is accessed. **We will provide assistance to anyone who can provide us your PIN or other satisfactory identification of your account.**

I. Personal Data Wipe. You can use the Personal Data Wipe feature to irretrievably remove some of your personal settings from the HondaLink Embedded System, including points of interest downloaded, navigation destinations, favorites, audio settings, stored music, and paired phones. Your use of this feature will not affect information stored on the hard drive of the Vehicle or your account information located outside the Vehicle. **We strongly recommend that you use the Personal Data Wipe feature to assist in removing your accessible personal information prior to selling or otherwise transferring your Vehicle.**

9. YOUR RESPONSIBILITIES

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

B. Passwords/PINs. You promise to be fully responsible for the protection of your password and PIN.

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

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

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

E. Other Users/Occupants of Your Vehicle. You promise to educate and inform all users and occupants of your Vehicle about the Subscription Services and system features and limitations. **YOU, AS THE PRIMARY SUBSCRIBER, ARE SOLELY RESPONSIBLE FOR ANY USE OF SUBSCRIPTION SERVICES IN YOUR VEHICLE, EVEN IF YOU ARE NOT THE ONE USING IT, AND EVEN IF YOU LATER CLAIM THE USE WAS NOT AUTHORIZED. YOU ARE ALSO SOLELY RESPONSIBLE FOR THE SUBSCRIPTION SERVICES REQUESTED BY YOU, OR BY ANYONE USING YOUR VEHICLE, THROUGH THE SUBSCRIPTION SERVICES.** Neither we nor any Service Provider has any 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 legal fees), losses, damages and other liabilities which arise from such improper use.

10. PRIVACY.

A. Your Rights. The privacy terms set forth in this Agreement govern our collection, use and disclosure of your personal information in connection with the HondaLink services. These terms are intended to supplement the privacy terms set forth in the Honda Canada Customer Privacy Policy and the Vehicle Data Privacy Policy. You can access the current policies online at www.honda.ca/privacy. In addition to the privacy terms set forth in this Agreement and the Honda Canada Privacy Policy and the Vehicle Data Policy Privacy, additional terms and conditions apply to your use of any mobile applications that provide access to the HondaLink Subscription Services. Those terms are specifically stated within the mobile application, and your use of the mobile application signifies your acceptance of those terms. Comments or inquiries about the privacy policies pertaining to the HondaLink services should be directed to us by writing or calling us at the mailing address or customer care telephone number provided. The HondaLink file containing your personal information will be held in our offices or those of the Service Providers and only our employees and those of the Service Providers who require it for the purposes of their duties will have access to your file. Honda's subcontractors and certain Service Providers may be located outside Canada and your personal information may be transferred, processed, or stored outside of Canada, including in the United States. This personal information may be disclosed to comply with any legal, regulatory, audit, processing and security requirements, or as otherwise permitted or required by law, including as required by foreign laws applicable to us or our affiliates, agents, subcontractors and Service Providers. You may update the information you provide us at any time and, to the extent provided by law, you may request to have access and to correct the file containing your personal information by writing or calling us at the mailing address or customer care telephone number provided above. If you wish to withdraw your consent to our stated collection, use or disclosure of your personal information, you may call us or press the LINK button in your Vehicle to cancel your Subscription Services.

B. Information Collection and Use by Us. In providing the HondaLink Subscription Services to you, we collect and retain certain information from you, including personal information you provide to us when you enter into this Agreement. In addition, in order to provide the HondaLink Subscription Services to you, we may collect and retain an electronic copy or other form of record of certain information including: your Vehicle's description, location, speed, direction of travel, time of travel, service data, mechanical condition or incidents involving your Vehicle, your search content, information about anyone making a HondaLink call from your Vehicle or under your account; the date, time and duration of call and any Response Specialist's notes written during a call. You agree that we may record or monitor your Vehicle's

location or other information when (1) you or other occupants in your Vehicle request service, (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) as permitted or required by applicable laws, rules and regulations, or (5) in connection with our attempts to communicate with you or recover your Vehicle pursuant to agreements governing the lease or financing of your Vehicle. Your Vehicle may also be equipped with one or more sensing or diagnostic modules capable of automatically retrieving, recording, transmitting, or storing certain vehicle data, such as trouble codes, tire pressure, battery voltage, coolant temperature, and service requirements.

We use the information we collect from you or occupants of your Vehicle to, among other things, deliver the HondaLink Subscription Services to you, manage your HondaLink account, improve occupant and vehicle safety, analysis and research purposes, improve your HondaLink service experience at Honda dealers and enhance your overall ownership experience. We will not sell, trade, or rent your information to others without your consent. We may also disclose information which is not identifiable to you with third parties for purposes of analysis and research in order to better our services. All Service Providers are contractually obligated to keep your information confidential if it is identifiable to you and may only use such information for purposes of providing the HondaLink Subscription Services and maintaining your account as we direct. We may also disclose information to individuals designated by you to be contacted in an emergency. When required, you agree we may release information, including location data, to comply with the law, in legal proceedings, to respond to subpoenas or court orders, in cooperation with law enforcement agencies, and to enforce the terms of this Agreement and any agreement related to the lease or financing of your Vehicle. Any data which we collect or which you provide to us which is not identifiable to you, including functionality, use, statistics, performance data and quality metrics, shall be owned by us. You expressly consent to the sharing of the foregoing information, including information that is identifiable to you, on the terms outlined in this Section 10B.

C. Monitoring and Recording. For quality assurance and maintenance of business records, we or the Service Providers may monitor and record conversations between our and their respective service centres and your Vehicle's occupants, as well as any conversations between our and their service centre and you or others contacting the service centres to discuss your account outside of the Vehicle. **YOU CONSENT TO THE MONITORING AND RECORDING OF ALL CONVERSATIONS WITH THE SERVICE CENTRES, AND HEREBY AGREE TO INFORM ALL OCCUPANTS OF YOUR VEHICLE AND ANYONE WHO HAS PROVIDED A VALID PIN AND ENGAGED IN A CONVERSATION WITH US OR A SERVICE PROVIDER ABOUT YOUR VEHICLE OR YOUR ACCOUNT ABOUT THESE TERMS AND EXPRESSLY OBTAIN THEIR CONSENT THERETO, AND YOU RELEASE AND INDEMNIFY US FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES AND LOSSES THAT MAY RESULT FROM ANY SUCH MONITORED AND/OR RECORDED CONVERSATIONS, INCLUDING WITH ALL OCCUPANTS OF YOUR VEHICLE AND ANYONE WHO HAS PROVIDED A VALID PIN AND ENGAGED IN A CONVERSATION WITH US OR A SERVICE PROVIDER ABOUT YOUR VEHICLE OR YOUR ACCOUNT, OTHER THAN LIABILITIES AND LOSSES ATTRIBUTABLE TO THE WILFUL MISCONDUCT OR GROSS NEGLIGENCE OF US OR A THIRD PARTY BENEFICIARY.** Call recordings may be shared with Honda and its dealers and other Service Providers for the purposes of providing the HondaLink Subscription Services and maintaining your account. 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 HondaLink 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 THOSE CIRCUMSTANCES OTHER THAN LIABILITIES AND LOSSES ATTRIBUTABLE TO THE WILFUL MISCONDUCT OR GROSS NEGLIGENCE OF US OR A THIRD PARTY BENEFICIARY.**

D. Your Consent. **YOU CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION AS SET OUT IN THIS AGREEMENT AND THE HONDA CANADA CUSTOMER PRIVACY POLICY AND VEHICLE DATA PRIVACY POLICY, AND AGREE TO INFORM ALL OCCUPANTS OF YOUR VEHICLE OF THESE TERMS AND EXPRESSLY OBTAIN THEIR CONSENT THERETO. YOU CONSENT TO WIRELESS COMMUNICATION BEING CONDUCTED IN YOUR VEHICLE TO ENABLE US AND THE SERVICE PROVIDERS TO DELIVER THE HONDALINK SERVICE TO YOU AND OCCUPANTS IN YOUR VEHICLE. YOU, ON BEHALF OF YOU AND THE OTHER INDIVIDUALS (EMERGENCY CONTACTS AND ADDITIONAL DRIVERS) WHOSE PERSONAL INFORMATION YOU PROVIDE IN CONNECTION WITH ENROLLMENT IN THE SERVICES, ALSO CONSENT TO THE COLLECTION, RECORDING, USE AND DISCLOSURE OF THE INFORMATION DESCRIBED IN THIS AGREEMENT SOLELY FOR THE PURPOSE OF PROVIDING THE HONDALINK SERVICE AND MAINTAINING YOUR ACCOUNT AND RELEASE US AND THE THIRD PARTY BENEFICIARIES FROM AND AGAINST ANY AND ALL CLAIMS OR LIABILITIES ARISING OUT OF THE COLLECTION, USE AND DISCLOSURE OF THIS INFORMATION OTHER THAN LIABILITIES AND LOSSES ATTRIBUTABLE TO THE WILFUL MISCONDUCT OR GROSS NEGLIGENCE OF US OR A THIRD PARTY BENEFICIARY.**

YOU ALSO AGREE THAT WE MAY CONTACT YOU IN YOUR VEHICLE, BY ELECTRONIC MAIL, BY SHORT MESSAGE, OR BY TELEPHONE AT ANY NUMBER WE HAVE ON FILE FOR YOU TO DISCUSS YOUR ACCOUNT OR TO DELIVER THE SUBSCRIPTION SERVICES, EVEN IF DOING SO

WILL RESULT IN ADDITIONAL TELECOMMUNICATIONS FEES OR CHARGES TO YOU FROM YOUR TELECOMMUNICATIONS PROVIDER (E.G., TEXT MESSAGING RATES OR AIRTIME CHARGES).

E. Honda Privacy Statement. You understand that Honda Canada Inc. (Honda), Honda Canada Finance Inc. (HCFI), and their affiliates, dealers and service providers may collect, maintain, use and disclose your personal information and may share this information between themselves, for the purposes of: (i) completing your purchase, finance or lease transaction; (ii) contract management and administration, including customer inquiries; (iii) maintaining your warranty and customer service records; (iv) conducting customer service campaigns; (v) providing you with marketing information; (vi) other applicable purposes described in the Honda Privacy Policy (www.honda.ca/privacy) or the HCFI Privacy Policy (www.honda.ca/lease-and-finance/privacy), as applicable; and (vii) other purposes permitted by law. You can contact Honda and HCFI at 180 Honda Boulevard, Markham, Ontario, L6C 0H9 or by telephone at 1-888-946-6329 (Honda) and 1-800-387-5399 (HCFI) if you no longer consent to these uses or to update or correct my personal information. Your personal information may also be combined with other information collected from you if you enter into or have previously entered into a transaction with Honda, HCFI, or their affiliates or dealers, and may be used for the purposes consented to at that time. In some cases, personal information may be disclosed, processed and stored outside Canada, and therefore may be available to government authorities under lawful orders and laws applicable there.

11. NO WARRANTIES. The following does not limit Section 10 of the Quebec Consumer Protection Act, if otherwise applicable. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR VEHICLE'S NEW VEHICLE LIMITED WARRANTY DOES NOT COVER THE SUBSCRIPTION SERVICES OR THE WIRELESS SERVICE, WHICH IS PROVIDED TO YOU ON AN "AS IS" AND "WHERE IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. IN ADDITION, WE CANNOT PROMISE UNINTERRUPTED OR PROBLEM-FREE SERVICE, AND CANNOT PROMISE THAT THE DATA OR INFORMATION PROVIDED TO YOU WILL BE ERROR-FREE. ALL DATA AND INFORMATION IS PROVIDED TO YOU ON AN "AS IS" BASIS. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE HONDALINK EMBEDDED SYSTEM, THE SUBSCRIPTION SERVICES AND ANY DATA AND INFORMATION AND SERVICES PROVIDED THROUGH IT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO CONTENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THIS AGREEMENT TO THE EXTENT PERMITTED BY LAW.

12. LIMITATIONS OF LIABILITY. The following does not limit Section 10 of the Quebec Consumer Protection Act, if otherwise applicable. **You and we are each waiving important rights. Unless prohibited by the applicable laws of your province/territory and to the greatest extent permitted by law, in a particular instance, we each agree as follows:**

A. NEITHER HONDA NOR SIRIUS XM (INCLUDING FOR THE PURPOSES OF THIS SECTION 12, OUR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES) WILL BE 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. NEITHER HONDA NOR SIRIUS XM ARE 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 SUBSCRIPTION 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 US, THE WIRELESS CARRIER, AND ANY OTHER SERVICE PROVIDER TO YOU UNDER ANY CAUSE OF ACTION (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF PRIVACY, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO THE TOTAL AMOUNT PAID BY YOU FOR THE PORTION OF THE SUBSCRIPTION SERVICES GIVING RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE DATE YOUR CLAIM AROSE. YOU AGREE THAT NONE OF US, THE WIRELESS CARRIER, OR ANY SERVICE PROVIDER WOULD HAVE AGREED TO PROVIDE THE SUBSCRIPTION SERVICES TO YOU IF YOU DID NOT AGREE TO THIS LIMITATION. THIS AMOUNT IS THE SOLE AND EXCLUSIVE LIABILITY OF US, THE WIRELESS CARRIER, AND THE SERVICE PROVIDERS TO YOU, AND IS PAYABLE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.

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

E. NEITHER HONDA NOR SIRIUS XM HAVE ANY 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 HONDALINK IS UNABLE TO CONTROL.

F. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, YOU AGREE TO EXCUSE ANY NON-PERFORMANCE BY US CAUSED IN WHOLE OR IN PART BY AN ACT OR OMISSION OF A THIRD PARTY, OR BY ANY EQUIPMENT FAILURE, ACT OF GOD, NATURAL DISASTER, STRIKE, EQUIPMENT OR FACILITY SHORTAGE, OR OTHER CAUSES BEYOND THE CONTROL OF HONDALINK.

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 as described in any terms and conditions provided to you pursuant to the Service Providers section of the Terms of Service above.

H. YOU AGREE THAT NONE OF US, NOR ANY SERVICE PROVIDER WHO SENDS YOU DATA OR INFORMATION THROUGH HONDALINK, ARE LIABLE FOR ANY ERRORS, DEFECTS, PROBLEMS, OR MISTAKES IN THAT DATA OR INFORMATION.

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

NOTE: Some of these limitations above may not apply in some situations due to restrictions imposed by applicable law.

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

14. YOUR RESPONSIBILITY FOR ANY THIRD PARTIES' CLAIMS. *[DOES NOT APPLY IN QUEBEC]* Unless the law where you live provides otherwise, IN ORDER TO RECEIVE THE SUBSCRIPTION SERVICES, YOU AGREE THAT YOU WILL INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL AMOUNTS ANYONE ELSE CLAIMS FROM US, PLUS ANY AND ALL COSTS AND EXPENSES WE MAY INCUR (INCLUDING ATTORNEYS' FEES), RESULTING FROM ANY CLAIM, DEMAND OR ACTION, REGARDLESS OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND, OR ACTION, ALLEGING LOSS, COSTS, EXPENSES, DAMAGES, OR INJURIES (INCLUDING INJURIES RESULTING IN DEATH) ARISING OUT OF OR IN CONNECTION WITH (1) THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, WHETHER BROUGHT BY YOU, THE OCCUPANTS OF YOUR VEHICLE, YOUR EMPLOYEES, OR OTHER THIRD PARTIES, EVEN IF DUE TO OUR NEGLIGENCE OR THAT OF ANY OF THE SERVICE PROVIDERS; (2) THE USE OR POSSESSION OF DATA OR INFORMATION PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES AS DESCRIBED IN THIS AGREEMENT OR THE AMERICAN HONDA VEHICLE DATA PRIVACY POLICY; (3) CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING OUT OF OR RELATED IN ANY WAY DIRECTLY OR INDIRECTLY TO THIS AGREEMENT; OR (4) THE USE, FAILURE TO USE, OR INABILITY TO USE THE SUBSCRIPTION SERVICES, EXCEPT WHERE THE CLAIMS RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF US.

IN ADDITION, IF YOU HAVE AUTHORIZED US TO CHARGE AMOUNTS DUE AGAINST YOUR CREDIT CARD ACCOUNT OR OTHER SIMILAR ACCOUNT BY GIVING US A CARD OR ACCOUNT NUMBER, THEN YOUR AGREEMENT IN THIS SECTION EXTENDS TO CLAIMS, EXPENSES, LIABILITIES, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OR OWNERSHIP OF THE CREDIT CARD ACCOUNT, OR OTHER SIMILAR PAYMENT ACCOUNT, OR FROM THE ISSUER'S REFUSAL TO PAY AMOUNTS CHARGED TO SUCH ACCOUNT.

15. RESOLVING DISPUTES

A. Procedure. If you and we have a disagreement related to the Subscription Services, **we'll try to resolve it by talking with each other.** If we can't resolve it that way, then, unless the law where you live provides that a claim or dispute cannot be subject to binding arbitration in this manner, and for persons who are not individuals resident in Quebec (in which case this Section 15A shall not apply), we and you agree to arbitrate **all disputes and claims.** This agreement to arbitrate is intended to be broadly interpreted and 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" in this section 15 include the Third Party Beneficiaries, and references to "you," 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 of the HondaLink services or system under this or prior agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of the consumer protection regulators in the jurisdiction where you reside. This arbitration provision shall survive termination of this Agreement.

A party who intends to seek arbitration must first send to the other, by registered mail, a written Notice of Dispute ("**Notice**"). The Notice to Honda should be sent to: **Legal Affairs, Honda Canada Inc., 180 Honda Blvd., Markham, Ontario L6C 0H9, Canada**. The Notice to Sirius XM should be addressed to: **SXM CVS Canada Inc., 3800-200 Bay Street, Royal Bank Plaza, South Tower, Toronto, ON M5J2Z4, Attn: General Counsel**. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If we and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.

Private arbitration will be conducted by a neutral arbitrator pursuant to the Simplified Arbitration Rules of the ADR Institute of Canada, Inc. ("**ADR Canada**"). Arbitration is not a court proceeding. The rules of arbitration differ from the rules of court. You may get a copy of the rules by contacting ADR Canada or visiting its website at www.amic.org. There is no judge and jury in an arbitration proceeding. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless we and you agree otherwise, any arbitration hearings will take place in the city of your billing address. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If for some reason these arbitration requirements don't apply, or a claim proceeds in small claims court, we each waive any trial by jury and a judge will decide any and all disputes.

Notwithstanding the above, you and we agree that either of us may seek injunctive or equitable relief as otherwise provided for in this Agreement without complying with the above described procedure.

B. Governing Law and Choice of Jurisdiction. [DOES NOT APPLY TO INDIVIDUALS RESIDENT IN QUEBEC] To the fullest extent permitted by law and except as explicitly provided otherwise, this Agreement and any disputes arising out of or relating to it will be governed by the laws of the province of Ontario and the federal laws of Canada applicable therein, without regard to its conflict of law principles. Where the arbitration provisions of this Agreement are prohibited by law, any litigation pertaining to the interpretation or enforcement of this Agreement shall be filed in and heard by the Court with jurisdiction to hear such disputes in the province where the subscriber resides, and you hereby submit to the jurisdiction of such courts.

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

16. GENERAL LEGAL INFORMATION.

A. Communicating with Each Other. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR BY LAW, ANY WRITTEN NOTICE FROM YOU REQUIRED BY THIS AGREEMENT WILL BE CONSIDERED GIVEN WHEN WE RECEIVE IT AT OUR ADDRESS PROVIDED IN THE INTRODUCTION OF THIS AGREEMENT. ANY WRITTEN NOTICE FROM US REQUIRED BY THIS AGREEMENT WILL BE CONSIDERED GIVEN WHEN WE SEND IT BY EMAIL TO ANY EMAIL ADDRESS YOU'VE PROVIDED TO US, OR FIVE BUSINESS 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 855-508-2444.

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

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

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

E. Final Provisions. This Agreement (which includes, without limitation, these Terms and any other documents incorporated herein by reference including the Honda Canada Customer Privacy Policy and Vehicle Data Privacy Policy) is the entire agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present. In the event of a conflict between any provision contained in these Terms and any provision of any other HondaLink document incorporated herein, the provision contained in these Terms shall take precedence, and no additional or different terms shall be binding on either of us unless mutually agreed to in writing. This Agreement will not be presumptively

construed for or against either party. Section titles contained herein are for convenience only. If any part of this Agreement is found to be unlawful, void or for any reason unenforceable by a court or arbitrator of competent jurisdiction, then within such jurisdiction that provision will be deemed severable from these terms and will not impact the validity and enforceability of any remaining provision. Even after this Agreement has ended, its provisions will govern any disputes arising out of or relating to it (unless it has been replaced by a new agreement between us). It will also be binding on your heirs and successors and on our successors and assigns. No waiver of any part of this Agreement, or of any breach of it, in any one instance will require us to waive any other instance or breach. IN SOME CIRCUMSTANCES WE MIGHT DECIDE TO PROVIDE YOU SERVICE VOLUNTARILY EVEN IF YOU WOULD NOT OTHERWISE QUALIFY. THIS WILL NOT BE DEEMED A WAIVER OR REQUIRE US TO DO SO AGAIN. YOU AGREE WE WILL NOT BE LIABLE FOR ANYTHING RESULTING FROM OUR PROVISION OF SUCH SERVICE.

F. Language. The parties have expressly requested that this Agreement be written in English. Les parties aux présentes ont expressément exigé que la présente convention soit rédigée en anglais.