

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

Form 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended September 27, 2025

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

**For the transition period from to
Commission File Number: 001-38603**

SONOS, INC.

(Exact name of Registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation or organization)

301 Coromar Drive

(Address of principal executive offices)

Santa Barbara

CA

03-0479476

(I.R.S. Employer Identification No.)

93117

(Zip code)

805-965-3001

Registrant's telephone number, including area code

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.001 par value	SONO	The Nasdaq Global Select Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging Growth Company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial

accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of the shares of SONO common stock held by non-affiliates of the registrant as of March 28, 2025, the last business day of the registrant's most recently completed second fiscal quarter, was \$818.1 million based on the closing price of \$10.78 as reported by The Nasdaq Global Select Market System.

As of October 27, 2025, the registrant had 120,240,651 shares of common stock outstanding, \$0.001 par value per share.

DOCUMENTS INCORPORATED BY REFERENCE

Part III incorporates by reference certain information from the registrant's definitive proxy statement (the "2026 Proxy Statement") relating to its 2026 Annual Meeting of Stockholders. The 2026 Proxy Statement will be filed with the United States Securities and Exchange Commission within 120 days after the end of the fiscal year to which this report relates.

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Forward-Looking Statements

This Annual Report on Form 10-K contains forward-looking statements. All statements other than statements of historical fact contained in this Annual Report on Form 10-K, including statements regarding future operations, are forward-looking statements. In some cases, forward-looking statements may be identified by words such as "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "could," "would," "expect," "objective," "plan," "potential," "seek," "grow," "target," "if," and similar expressions intended to identify forward-looking statements. We have based these forward-looking statements on our current expectations and projections about future events and trends that we believe may affect our financial condition, results of operations, business strategy, short-term and long-term business operations, objectives, restructuring efforts, timing of certain tax impacts, and financial needs. These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those described in the section titled "Risk Factors" set forth in Part I, Item 1A of this Annual Report on Form 10-K and in our other filings with the Securities and Exchange Commission (the "SEC"). Moreover, we operate in a very competitive and rapidly changing environment. New risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties and assumptions, the future events and trends discussed in this Annual Report on Form 10-K may not occur, and actual results may differ materially and adversely from those anticipated or implied in the forward-looking statements. Forward-looking statements contained in this Annual Report on Form 10-K include, but are not limited to, statements about:

- our ability to successfully execute our business strategy;*
- our expectations regarding our results of operations, including gross margin, financial condition and cash flows;*
- difficulties in and effect of implementing improvements to our operating model and cost structure;*
- our expectations regarding the development and expansion of our business;*
- anticipated trends, challenges and opportunities in our business and in the markets in which we operate;*
- competitors and competition in our markets;*
- our ability to maintain and promote our brand and expand brand awareness;*
- our ability to successfully develop and introduce new products and services, including timing and cadence of launching new products and services;*
- our ability to successfully and regularly update and enhance our proprietary software;*
- our ability to manage our international operations;*
- the effects of tariffs, trade barriers and retaliatory trade measures;*
- our ability to expand our customer base and expand sales to existing customers;*
- our expectations regarding development of our direct-to-consumer sales channels;*
- the diversification and expansion of our partner network;*
- the macroeconomic environment and our ability to navigate it;*
- our ability to retain and hire necessary employees, leverage third-party resources and staff our operations appropriately;*
- the timing and amount of certain expenses and our ability to achieve operating leverage over time;*
- our use of artificial intelligence; and*
- our ability to maintain, protect and enhance our intellectual property.*

We caution you that the foregoing list may not contain all of the forward-looking statements made in this Annual Report on Form 10-K.

You should not rely upon forward-looking statements as predictions of future events. The events and circumstances reflected in the forward-looking statements may not be achieved or occur. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Except as required by law, we do not intend to update any of these forward-looking statements after the date of this Annual Report on Form 10-K or to conform these statements to actual results or revised expectations.

You should read this Annual Report on Form 10-K with the understanding that our actual future results, levels of activity, performance and events and circumstances may be materially different from what we expect.

PART I

Item 1: Business

Overview

Sonos is a leading audio company dedicated to elevating life through sound. Since pioneering multi-room wireless audio in 2005, Sonos has built a system that unites every dimension of sound - music, movies, stories and conversations - into one connected platform. The portfolio includes home theater speakers, components, plug-in and portable speakers, and headphones that compound in value with every room and device its customers add. Known for exceptional sound, thoughtful design, ease of use and seamless access to the world's audio content, Sonos is trusted by more than 17 million households in 60+ countries around the world.

Since we launched our first product 20 years ago, we have grown our install base by launching innovative new products, delivering a seamless customer experience, and expanding our global footprint. In fiscal 2025, existing customers accounted for approximately 45% of new product registrations. As of September 27, 2025, we had a total of nearly 53.4 million products registered in approximately 17.1 million households globally. Our customers have typically purchased additional Sonos products over time. As of September 27, 2025, 61% of our 17.1 million households had registered more than one Sonos product. As of September 27, 2025, our households owned 3.13 products on average.

In fiscal 2025, we made several executive leadership changes, including the appointment of Tom Conrad as our new Chief Executive Officer in July 2025 following his tenure as interim Chief Executive Officer since January 2025. Under Mr. Conrad's direction, we have significantly improved our software products, reorganized our operations to improve our efficiency and effectiveness and recommitted to delivering the kind of premium experience our customers expect. With every new product, software feature and integration, the Sonos platform becomes more powerful and provides greater value to our customers.

We started a cost transformation initiative in fiscal 2024 aimed at optimizing our investments for sustainable, long-term growth and to enhance our agility. We have taken steps to streamline, reorganize and flatten our organizational structures, including workforce reductions of approximately 6% in August 2024 (the "2024 restructuring plan") and approximately 12% in February 2025 (the "2025 restructuring plan"). See Note 13. Restructuring and Other Charges in the notes to our consolidated financial statements for further information. Furthermore, we remain focused on additional transformation efforts to improve both our operational efficiency and effectiveness. Additionally, during the third quarter of fiscal 2025, we began the process of exiting a partnership with one of our contract manufacturers to consolidate and improve supply chain efficiency. We expect to complete this exit with minimal disruption to our business by the second quarter of fiscal 2026. We continue to maintain diversified contract manufacturing partnerships.

Macroeconomic environment

Our business and financial performance depend significantly on worldwide economic conditions. We face global macroeconomic challenges such as inflation, ongoing geopolitical conflicts, uncertainty in the financial markets, volatility in exchange rates, low or negative growth in certain regions, declining consumer sentiment of international customers towards U.S.-based companies as a result of U.S. trade policy, and uncertainty in consumer demand. In addition, our business may be adversely impacted by the potential expansion of tariffs on goods imported into the U.S., as well as any retaliatory tariffs or policies enacted in other countries or any "trade wars."

Global economic and political conditions and uncertainties, including global trade tensions, have caused and may continue to cause volatility in demand for our products as well as cost of materials and logistics, and as a result may impact our results of operations. We are continuing to evaluate and implement mitigating actions, including taking measures to manage our expenses and contain costs, leveraging our supply chain flexibility and evaluating potential pricing and promotion strategies.

Our Purpose

Our purpose is to elevate life through sound. We deliver this through the Sonos system, which unites every dimension of sound - music, movies, stories, and conversations - into one connected platform.

The Sonos system is independent by design and is the premier platform to connect first and third party experiences with incredible audio. We bring together Bluetooth, Airplay, Spotify Connect, and analog sources alongside formats like Dolby Atmos and lossless audio to uniquely deliver every dimension of sound. As our platform grows, its value to our customer compounds: stronger with scale, smarter through continual evolution, and more essential to our customers over time.

Our Strategy

The Sonos platform occupies a unique and trusted position in our customers' homes. Our hardware and software roadmaps are designed to build on this position in the home to deliver a set of exceptional experiences that make Sonos even more relevant and

beloved in the eyes of our customers. Our growth strategy is underpinned by a compounding model built on generating new households and increasing lifetime value.

Generating New Households

We aim to expand our installed base by introducing Sonos to more homes around the world. This includes developing compelling gateway products, executing sharper and more resonant marketing campaigns that articulate our brand story, and continuing our international expansion efforts.

Increasing Lifetime Value

We seek to deepen relationships with existing households by growing their Sonos systems over time: adding new rooms, new products, or more comprehensive room setups.

As of the end of fiscal 2025, the average Sonos household owned 3.13 products, and multi-product households averaged 4.49 products—a meaningful opportunity relative to what we believe represents a fully built-out Sonos home.

Lifetime value is more than just how many products a household owns; it also reflects the horizon over which they are investing in their Sonos systems. We aim for households to upgrade, expand and enjoy our products for years. To do this we will keep systems fresh and relevant through reliable software updates, delivering superior customer service, and bringing product innovations to market that inspire system upgrades.

Our Products

Our portfolio of products encourages customers to uniquely tailor their Sonos sound systems to best meet their sound and design preferences. In fiscal 2025, we introduced Arc Ultra, Sub (Gen 4), and Era 100 Pro.

Sonos Speakers

Our Sonos speakers category includes our all-in-one speakers, portables, home theater products, and headphones, as follows:

All-in-one speakers:

- *Era 100 Pro*: Our first-ever speaker optimized for professional installation for light-commercial and residential spaces offering simplified setup with PoE+ (power over Ethernet) for a wired-first connection and a new software tool to manage larger scale installations. (General availability: January 2025)
- *Era 100*: Our powerful smart speaker with improved acoustics and design that delivers detailed stereo sound and deep bass. Originally launched as One in October 2017 and completely redesigned in March 2023 as Era 100. (General availability: March 2023)
- *Era 300*: Our bold, revolutionary speaker that offers the best out-loud listening experience for your favorite spatial audio content with Dolby Atmos. (General availability: March 2023)
- *Five*: Our high-fidelity speaker for superior sound. Originally launched as Play:5 (Gen 1) in November 2009 and completely redesigned in November 2015 as Play:5 (Gen 2). (General availability: June 2020)

Portables:

- *Roam 2*: Our ultra-portable, durable, portable smart speaker with Bluetooth and WiFi for listening on the go and at home. Originally introduced as Roam in April 2021. (General availability: May 2024)
- *Move 2*: Our portable, battery-powered smart speaker that delivers spacious stereo sound, with ultra-durable water resistant design for outdoor and indoor listening. Originally introduced as Move in September 2019. (General availability: September 2023)

Home theater:

- *Arc Ultra*: Our most advanced premium smart soundbar featuring breakthrough Sound Motion™ technology for deeper bass, more precise sound placement and greater immersion than the previous generation Arc in a smaller package. (General availability: October 2024)

- *Sub (Gen 4)*: Our latest subwoofer, delivering the lowest frequencies in movies and music with improved processing power and a new matte finish that builds on Sub Gen 3 and continues to deliver the deep bass Sonos is known for. (General availability: October 2024)
- *Sub Mini*: Our wireless subwoofer which delivers powerful, balanced bass, rich, clear low end frequencies, in a compact cylindrical design. (General availability: October 2022)
- *Ray*: Our smallest, smart soundbar for TV, music, and more. (General availability: June 2022)
- *Beam (Gen 2)*: Our smart, compact soundbar for TV, music, and more, with support for Dolby Atmos. Originally introduced as Beam (Gen 1) in June 2018. (General availability: October 2021)
- *Arc*: Our premium smart soundbar for TV, movies, music, gaming, and more, with support for Dolby Atmos. Replaced Playbar, our first smart soundbar released in April 2013 and Playbase, our powerful sound base for TVs released in 2017. (General availability: June 2020)

Headphones

- *Ace*: Our first-ever Sonos headphones featuring lossless and spatial audio, Active Noise Cancellation, and extended battery life. (General availability: June 2024)

Sonos System Products

Our Sonos system products category includes our component products which allow customers to convert third-party wired systems, stereo systems, and home theater set-ups into our easy-to-use, wirelessly controlled streaming music system, as follows:

- *Port*: Our versatile streaming component for stereos or receivers. Replaced Connect which launched in January 2007. (General availability: September 2019)
- *Amp*: Our versatile amplifier powering all our customers' entertainment. Replaced Connect: Amp which launched in September 2012. (General availability: February 2019)

Partner Products and Other Revenue

Our partner products and other revenue category consists mainly of accessories that enable seamless home integration of our products - such as custom designed stands, mounts, shelving units - along with partnerships featuring architectural in-ceiling, in-wall and outdoor speakers, and automotive sound systems. This category also includes licensing agreements, advertising revenue, and subscription-based services.

Our Software

Our software is the connective tissue of the Sonos system, which unites every dimension of sound into one connected platform. It's what enables our customers to move sound effortlessly from room to room, switch between services, and enjoy sound that feels perfectly connected everywhere.

Our software consists of a few critical components: the Sonos App, the firmware embedded in our devices, and our cloud orchestration layer, which connects everything together. We continually innovate our software-based experiences to make listening more intuitive, easy, and engaging — whether customers are using our own control surfaces or enjoying Sonos through partner experiences. The flexible, modular architecture of this platform allows us to deliver meaningful updates faster, expand the ways people interact with their systems, and continually enhance the experience of sound in the home.

Our commitment to innovation and technological excellence is reflected in our growing global patent portfolio, which comprises the core intellectual property behind wireless multi-room audio and the next generation of connected intelligence in the home.

Our software includes the following key benefits:

- *Multi-room, multi-service experience*. Our system enables our speakers to work individually or together in synchronized playback groups, powered by wireless network and Bluetooth capabilities to route and play audio optimally from all the different content services that our customers enjoy.
- *Open platform for content partners*. Our platform enables customers to easily search and browse for content from a list of more than 100 content partners from around the world including stations, artists, albums, podcasts,

audio books, and more. Content partners can connect to Sonos via our platform and find a new and growing audience for their catalogs.

- *Intuitive and flexible control.* Our customers can control their experiences through the Sonos app, voice control, from Sonos devices directly, or an expanding number of third-party apps and smart devices. As our customers navigate across different controllers, our technology synchronizes the control experience across the Sonos platform to deliver the music and entertainment experience they desire.
- *Smart audio tuning.* Our Trueplay technology uses the microphones on an iOS device to analyze room attributes, speaker placement and other acoustic factors to improve sound quality. We also developed Automatic TruePlay to deliver the same audio tuning experience, directly using the microphones integrated to our speakers and make this available to iOS and Android users.
- *Sonos Voice Control.* Designed with privacy at its core, Sonos Voice Control is the simplest way to control your music, offering complete command of your Sonos system using only your voice. Sonos Voice Control works on every voice-capable Sonos speaker, processing requests entirely on the Sonos device.
- *Continuous Improvement.* Our software platform and cloud service enables feature enhancements and delivery of new experiences on an ongoing basis. We intend to continually prioritize software update releases to optimize and enhance our app. As a result, the Sonos experience improves for customers over time.

Our Partner Ecosystem

We have built a platform that attracts partners to enable our customers to play content from their preferred services. Our platform has attracted a broad range of more than 100 streaming content providers, such as Apple Music, Spotify, Deezer, and Pandora. These partners find value in our independent platform and access to our millions of desirable and engaged customers. Our partner ecosystem spans across content, control, and third-party applications:

- *Content.* We partner with a broad range of content providers, such as streaming music services, internet radio stations, and podcast services, allowing our customers to enjoy their audio content from whichever source they desire.
- *Control.* We provide our customers with multiple options to control their home audio experiences, including voice control and direct control from within selected streaming music service apps. Our platform is the first to offer consumers the ability to buy a single smart speaker with more than one voice assistant choice. Our voice-enabled speaker products have Amazon Alexa and Google Assistant functionality, and in June 2022, we introduced Sonos Voice Control.
- *Third-party partnerships.* We partner with third-party developers to build new applications and services on top of the Sonos platform, increasing customer engagement and creating new experiences for our customers, such as architectural in-ceiling, in-wall and outdoor speakers, as well as automotive sound.

Research and Development

Our products and software demand significant technical expertise to develop competitively. Our research and development teams, include software and hardware engineering, user experience, product management, industrial design, and quality assurance, not only create and design new hardware, software, and services but also continually enhance existing products and user experiences to meet customer needs and emerging trends. We believe our research and development capabilities and intellectual property set us apart from competitors. Research and development investments are incurred in advance of any revenue benefits from these activities. We make substantial investments in research and development to bring new products and software to market and expand our platform and capabilities.

Sales and Marketing

Our products are distributed in more than 60 countries through retailer's traditional physical stores and their websites, online retailers, custom installers who bundle our products with their services, and directly through our website [sonos.com](https://www.sonos.com).

Our marketing investments are focused on increasing brand awareness through advertising, public relations, and brand promotion activities, including digital platforms, sponsorships, collaborations, brand activations, and channel marketing. We also invest in product displays to support our retail channel partners. While we maintain a base level of investment throughout the year, significant increases in spending have historically been highly correlated with the holiday shopping season, and new product launches. We intend to continue to invest in our marketing and brand development efforts.

Manufacturing, Logistics and Fulfillment

We outsource the manufacturing of our speakers and components to contract manufacturers, who produce our products based on our design specifications. Our products are manufactured by contract manufacturers in Vietnam, China and Malaysia. We have continued to maintain diversified contract manufacturing partnerships with more of our production in Malaysia and Vietnam. During the third quarter of fiscal 2025, we began the process of exiting a partnership with one of our contract manufacturers to consolidate and improve supply chain efficiency. We expect to complete this exit with minimal disruption to our business during fiscal 2026.

In accordance with our agreements with our contract manufacturers, they will enter into purchase orders with their upstream suppliers for component inventory necessary to manufacture our products, based on our demand forecasts. As of September 27, 2025, our open purchase orders to contract manufacturers for finished goods were approximately \$173 million, the majority of which are expected to be paid within the next six months. As of September 27, 2025, our expected commitments to suppliers for components were in the range of \$131 million to \$149 million, the majority of which is expected to be paid and/or utilized by our contract manufacturers in building finished goods within the next two years.

The vast majority of our products are shipped to our third-party warehouses which are then shipped to our distributors, retailers, and directly to our customers. Our third-party warehouses are located in North America, Australia, Europe, and Asia.

We use a small number of logistics providers for substantially all of our product delivery to both distributors and retailers. This approach generally allows us to reduce order fulfillment time, reduce shipping costs, and improve inventory flexibility.

Intellectual Property

Sonos is a leading innovator with one of the most recognized patent portfolios in the industry. Our intellectual property covers hardware, software, networking, accessories, and services that enable the Sonos experience, including wireless multi-room audio, integration with third-party platforms, and premium sound performance, as well as forward-looking technologies and user experiences. We continue to expand our portfolio through ongoing research, development, and design efforts. Our patents expire at various times, and no single patent or other intellectual property right is solely responsible for protecting Sonos' products and services. In addition to our own intellectual property, we also enter into licensing agreements with our third-party partners to provide access to a broad range of technologies, services, and content for our customers.

Intellectual property is an important element of our business strategy. We seek to protect our innovations through a combination of patent, copyright, trade secret and trademark laws, as well as contractual measures such as confidentiality, license and intellectual property assignment agreements. We maintain policies requiring our employees, contractors, consultants and other third parties to enter into confidentiality and proprietary rights agreements to control access to our proprietary information. These laws, procedures and restrictions provide only limited protection, and any of our intellectual property rights may be challenged, invalidated, circumvented, infringed or misappropriated. There is no guarantee that we will prevail on any patent infringement claims against third parties. Furthermore, the laws of certain countries do not protect proprietary rights to the same extent as the laws of the United States, and we therefore may be unable to protect our proprietary technology in certain jurisdictions.

We actively enforce our intellectual property rights when appropriate. In January 2020, we filed a complaint with the U.S. International Trade Commission ("ITC") against Alphabet Inc. ("Alphabet") and Google LLC ("Google") and a counterpart lawsuit in the U.S. District Court for the Central District of California against Google alleging infringement of five Sonos patents. The ITC proceeding concluded with a determination that Google infringed all five asserted Sonos patents, which was affirmed on appeal. We are now pursuing enforcement of the same ITC patents, along with additional patents, in U.S. District Court. A second case initiated by Sonos against Google in the U.S. District Court for the Northern District of California concluded with a jury verdict in Sonos' favor, followed by a post-trial order finding the patents unenforceable and invalid. In August 2025, the U.S. Court of Appeals for the Federal Circuit reversed in part and remanded, holding that Google failed to show the requisite prejudice to support a finding of prosecution laches and that the asserted patents were adequately supported by the written description. The case has been remanded to the district court for further proceedings. See Note 12. Commitments and Contingencies of the notes to our consolidated financial statements included elsewhere in this Annual Report on Form 10-K for further details.

While our intellectual property, including our patent portfolio, is an important aspect of our business, our long-term success also depends on the creativity, marketing and technical expertise, and commercial capabilities of our people.

Competition

We compete against established, audio-focused sellers and developers of smart speakers, headphones and sound systems. In some cases, our competitors are also our partners in our product development and resale and distribution channels.

The principal competitive factors in our market include, but are not limited to: brand awareness and reputation; breadth of product offering; sound quality; product quality, reliability and design; customer support; ease of set up and use; multi-room and wireless capabilities; price; and network of technology and content partners.

We believe we compete favorably with our competitors on the basis of the factors described above. Our focus on exceptional sound, thoughtful design, and ease-of-use, as well as our proprietary Sonos App, open platform, and seamless access to the world's audio content, distinguish us from competitors. We have developed and refined our system for the last 22 years, resulting in significant customer awareness, a long-term customer base, and market share among home audio professionals. We are also designed to be independent, serving as the premier platform built to connect across multiple services and formats.

Additionally, we own foundational intellectual property in wireless multi-room and other audio technologies and the next generation of connected intelligence in the home, and our patent portfolio grows each year. We were included in the Intellectual Property Owners Association's "Top 300 Patent Owners" report for 2024, marking our eighth consecutive year on the list. As of the end of calendar year 2024, we have obtained 1,779 issued patents in the United States. In calendar year 2024 alone, we obtained 228 U.S. patents and are on pace to obtain more than 200 U.S. patents in calendar year 2025. Additionally, since 2017, third-party patent rankings by the IEEE Spectrum's Patent Power program, which measures the quality and impact of patent portfolios, have consistently placed Sonos' portfolio among the most valuable in consumer electronics. In rankings released in 2025 for calendar year 2024, we were again recognized in the category, placing fourth behind Apple Inc., LG Electronics and Samsung Electronics.

Seasonality

Historically, we have typically experienced the highest levels of revenue in the first fiscal quarter of the year coinciding with the holiday shopping season and our promotional activities.

Human Capital

Sonos is dedicated to creating the ultimate listening experience for our customers, and our employees are critical to achieving this mission. In order to continue to design innovative experiences and products, and compete and succeed in our highly competitive and rapidly evolving market, it is crucial that we continue to attract and retain talented employees. As part of these efforts, we strive to offer a competitive compensation and benefits program, foster a community where everyone feels included and empowered to do their best work, and give employees the opportunity to give back to their communities and make a social impact.

As of September 27, 2025, we had approximately 1,404 full-time employees, with 931 in the United States and 473 in our international locations. In addition to our full-time employees, we contract with third-party resources to support our global operations. This third-party workforce includes outsourced personnel, managed service providers, staff agency workers, and call center agents, who supplement our internal capabilities and enable us to respond flexibly to fluctuating business volume needs and market demands.

With the exception of our employees in France and the Netherlands, who are represented by labor unions and covered by collective bargaining agreements, our workforce is not unionized.

Compensation and Benefits Program. Our compensation program is designed to attract and reward talented individuals who possess the skills necessary to support our business objectives, assist in the achievement of our strategic goals and create long-term value for our stockholders. We provide employees with compensation packages that include base salary, cash incentive bonuses, and long-term equity awards ("RSUs") tied to the value of our stock price. We believe that a compensation program with both short-term and long-term awards provides fair and competitive compensation and aligns employee and stockholder interests, including by incentivizing business and individual performance (pay for performance), motivating based on long-term company performance and integrating compensation with our business plans. In addition to cash and equity compensation, we also offer employees benefits such as life and health (medical, dental & vision) insurance, time off, paid parental leave, and a 401(k) plan with employer matching.

Global Inclusion. At Sonos, we believe that embracing all voices fuels innovation and allows us to create extraordinary sound experiences that resonate with people everywhere. Just as we continually optimize our product design for performance, we regularly assess and refine our inclusion strategies to ensure they are meaningful, impactful, and aligned with our evolving business goals.

Community Involvement. We aim to enhance the communities where we live and work, and believe that this commitment helps in our efforts to attract and retain talented employees. We are proud to support high-impact nonprofits in Santa Barbara, where our company was founded, and we also work to create positive impact across borders.

Corporate Information

We incorporated in Delaware in August 2002 as Rincon Audio, Inc. and we changed our name to Sonos, Inc. in May 2004. We completed the initial public offering of our common stock in August 2018 and our common stock is listed on The Nasdaq Global

Select Market under the symbol of "SONO." Our principal executive offices are located at 301 Coromar Drive, Santa Barbara, California 93117, and our telephone number is (805) 965-3001.

Our website address is www.sonos.com. The information on, or that can be accessed through, our website is not incorporated by reference into this Annual Report on Form 10-K. Investors should not rely on any such information in deciding whether to purchase our common stock.

Sonos, the Sonos logo, Sonos One, Sonos Five, Sonos Beam, Play:5, Playbase, Playbar, Sonos Arc, Sonos Arc Ultra, Sound Motion, Amp, Sub, Sub 4, Sonos Move, Sonos Move 2, Port, Ray, Sonos Ray, Sonos Roam, Sonos Roam 2, Sonos Voice Control, Sonos Voice Control logo, Trueplay, Sub Mini, Sonos Sub Mini, Mayht, Era 100, Era 100 Pro, Era 300, Sonos Ace and our other registered or common law trademarks, tradenames or service marks appearing in this Annual Report on Form 10-K are our property. Solely for convenience, our trademarks, tradenames, and service marks referred to in this Annual Report on Form 10-K appear without the ®, ™ and SM symbols, but those references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights to these trademarks, tradenames and service marks. This Annual Report on Form 10-K contains additional trademarks, tradenames and service marks of other companies that are the property of their respective owners.

Available Information

We make available, free of charge through our website, our annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, and amendments to those reports, filed or furnished pursuant to Sections 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), as amended, as soon as reasonably practicable after they have been electronically filed with, or furnished to, the SEC.

The SEC maintains an internet site (www.sec.gov) that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC.

Item 1A. Risk Factors

Investing in our common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below, as well as the other information in this Annual Report on Form 10-K, including our consolidated financial statements and the related notes, and the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations," before making an investment decision. The occurrence of any of the events or developments described below could materially and adversely affect our business, financial condition, results of operations and growth prospects. In such an event, the market price of our common stock could decline, and you may lose all or part of your investment. Additional risks and uncertainties not currently known to us or that we currently believe are not material may also impair our business, financial condition, results of operations and growth prospects.

Economic, Industry and Strategic Risk

To remain competitive and stimulate consumer demand, we must successfully manage the introduction of new products and services.

Due to the quickly evolving and highly competitive nature of the home audio and broader consumer electronics industry, we must continually introduce new products and services, enhance existing products and services, and effectively stimulate customer demand for new or upgraded products and services in both mature and developing markets. The successful introduction of new products and services depends on a number of factors, such as the timely and successful completion of development efforts, market and consumer acceptance, our ability to accurately forecast initial consumer demand, the management of purchase commitments and inventory levels, the management of manufacturing and supply costs, the management of any third-party strategic alliances or collaborative partnerships related to development or commercialization, successful launch of complementary products and services, and the risk that new products and services may have quality or other defects in the early stages of introduction. New products and services can also affect the sales and profitability of existing products and services as they may replace sales or shorten the life cycle of existing products and services. Accordingly, if we cannot properly manage the introduction of new products and services, our operating results, financial condition, customer or partner relationships and reputation may be adversely impacted. This risk is heightened with respect to introduction of new products and services planned for release during the holiday shopping season during which we typically see a significant increase in consumer spending patterns.

We must regularly update and enhance our proprietary software, which could result in software errors or other implementation issues.

Our proprietary software is the foundation of the Sonos sound system and further differentiates our products and services from those of our competitors. We update and enhance our software on a regular basis, and, despite our quality assurance processes, software errors could be introduced in the process of any such update or enhancement. These errors can manifest in any number of ways, including through diminished performance, general unreliability, missing features, security vulnerabilities, or data loss.

Software errors can lead to increased customer complaints and dissatisfaction with our products and result in a loss of revenue, loss of customer and partner goodwill, and increased costs, any of which could harm our business, operating results and financial condition.

In particular, following the May 2024 launch of an extensive redesign of our Sonos app and operating system, certain of our customers and partners experienced missing features and performance issues, including trouble with set up and general unreliability. These issues with the app resulted in increased customer complaints and dissatisfaction, including complaints expressed publicly on social media and elsewhere, and we believe that the app rollout led to decreased sales of our existing products and reputational harm. Other areas of our business were also impacted, as we delayed the introduction of two new products for a quarter, negatively impacting fiscal 2024 fourth quarter sales, slowed certain product development efforts and incurred short-term costs as part of our efforts to improve the app experience and address the concerns of our customers and partners. We believe we have substantially addressed these issues with software updates to improve performance and add back certain features. Going forward, we intend to prioritize software update releases to optimize and enhance our app.

We cannot guarantee that we will be able to release software updates and enhancements that are error-free or that are on a cadence or with results that meet the expectations of our customers and partners. If the quality and user experience of the Sonos app and operating system do not meet the expectations of our customers and partners, our operating results, financial condition, customer or partner relationships and reputation may be further adversely impacted.

We have incurred operating losses in the past, may incur operating losses in the future, and may not achieve a return to profitability in the future.

Although we were profitable in fiscal 2022, we had net losses of \$10.3 million, \$38.1 million and \$61.1 million in fiscal 2023, fiscal 2024 and fiscal 2025, respectively. As of September 27, 2025, we had an accumulated deficit of \$112.1 million.

In order to grow our business, we need to successfully execute on our product roadmap and strategy, which requires that we make ongoing investments, including in research and development efforts to continue to introduce new or enhanced products and services, in our proprietary software, app and operating system, and in sales and marketing efforts to expand our global brand awareness, promote new products, increase our customer base and expand sales within our existing customer base. While we have taken and intend to continue to take actions to moderate operating expenses, these potential efforts and future investments may be more costly than we expect, and we cannot guarantee that we will be able to increase our revenue to offset our operating expenses. Our revenue may decline for a number of reasons, including reduced demand for our products and services, increased competition, and macroeconomic conditions. If our revenue does not grow at a greater rate than our operating expenses, we will not be able to achieve and maintain profitability.

If we are unable to accurately anticipate market demand for our products, we may have difficulty managing our production and inventory and our operating results could be harmed.

We must forecast production and inventory needs in advance with our suppliers and manufacturers, and our ability to do so accurately could be affected by many factors, including changes in consumer demand and spending patterns, new product introductions, sales promotions, channel inventory levels, and general economic and political conditions. If we fail to accurately forecast consumer demand, we may experience manufacturing delays or inefficiencies, increased costs, excess inventory levels or a shortage of products available for sale, all of which could adversely impact our operating results and financial condition.

We have in recent periods experienced, and may continue to experience, a decrease in consumer demand. As a result, we have had to, and may continue to, write-down or write-off inventory or sell the excess inventory at discounted prices, which has, and could in the future, cause our gross margin to suffer. In addition, excess inventory has, and may in the future, result in reduced working capital, which could adversely affect our ability to invest in other important areas of our business such as marketing and product development. If our channel partners have excess inventory of our products, they may decrease their purchases of our products in subsequent periods. In addition, in the event of excess inventory, including excess component inventory, we may be unable to renegotiate our agreements with existing suppliers on mutually acceptable terms. Although certain of our supplier agreements allow us the option to cancel, reschedule, and adjust our requirements based on our business needs, our loss contingencies may include liabilities for contracts that we cannot cancel, reschedule or adjust with suppliers or partners. We may also deem it necessary or advisable to renegotiate agreements with our supply partners in order to scale our inventory with demand.

Global economic conditions and any associated impact on consumer discretionary spending could have a material adverse effect on our business, results of operations and financial condition.

Our products and services may be considered consumer discretionary items. Factors affecting the level of consumer spending for consumer discretionary items include general economic conditions, including the potential for an extended global recession, global economic and political uncertainty, continued inflationary pressures, high interest rates, consumer confidence and, in certain markets, foreign currency exchange rate fluctuations. As global economic conditions continue to be volatile or economic uncertainty remains, trends in consumer discretionary spending also remain unpredictable. Unfavorable economic conditions may lead consumers to delay or reduce purchases of our products and services and consumer demand for our products and services may not

grow as we expect. Any reduction in sales of our products and services resulting from reductions in consumer discretionary spending could have an adverse effect on our business, financial condition, and operating results.

The success of our business depends in significant part on the sale of our smart speakers and our ability to establish and maintain market share.

We generate a substantial majority of our revenue from the sale of our smart speakers, particularly wireless speakers and home theater soundbars. As a result, the success of our business and our operating results depend in significant part on the demand for smart speakers and our success in further penetrating the smart speaker market. To succeed in this market, we will need to develop and introduce innovative new products, enhance existing products, anticipate consumer preferences and engage in effective sales and marketing efforts, which may require significant financial investment in advance of anticipated sales. Even if we are successful in these efforts, demand for smart speakers may be affected by external factors such as macroeconomic conditions and changes in consumer spending habits.

The home audio and consumer electronics industries are highly competitive.

The markets in which we operate are extremely competitive and rapidly evolving, and we expect that competition will intensify in the future. Our competition includes established, well-known sellers of audio products such as Bose, Samsung (and its subsidiaries and brands Harman International, Denon, Polk Audio and Bowers and Wilkens, and JBL), Sony, Bang & Olufsen, Sennheiser, Apple, Google, and Amazon. We could also face competition from new market entrants, some of whom might be current partners of ours.

Many of our competitors have greater financial, technical and marketing resources than we do, which may allow them to more frequently introduce new products and services, invest more in research and development, incorporate technological advances into their products and services on a faster basis including artificial intelligence ("AI") technology, improve the performance of their products and services more frequently, implement and sustain aggressive pricing policies, have access to broader sales and distributions channels and the ability to exert more influence over these channels, and expend more on sales and marketing efforts. In particular, we have seen our competitors sell their products at a significant discount to ours from time to time. In addition, many of our competitors may subsidize the prices of speaker products and seek to monetize their customers through the sale of additional services rather than the speakers themselves.

Our ability to compete successfully depends on our ability to introduce and deliver products and services that appeal to consumers, including by developing superior and innovative technology, offering a differentiated customer experience, including through our app, anticipating increasingly diverse consumer tastes and rapidly developing attractive products and services with competitive selling prices. Even if we are able to efficiently develop and offer innovative products and services at competitive selling prices, our operating results and financial condition may be adversely impacted if we are unable to effectively anticipate and counter the ongoing price erosion that frequently affects the highly competitive consumer electronics industry or if the average selling prices of our products and services decrease faster than we are able to reduce our manufacturing costs. We must also overcome the fact that a relatively high percentage of consumers may already own or use products that they perceive to be similar to those that we offer.

Certain of our competitors have established, or may establish, cooperative relationships among themselves or with third parties to increase the abilities of their products to address the needs of our prospective customers, and other companies may enter our markets by entering into strategic relationships with our competitors. A failure to effectively anticipate and respond to these established and new competitors may adversely impact our business and operating results.

Further, our current and prospective competitors may consolidate with each other or make acquisitions that would intensify the competition that we face, including by acquiring companies that will allow them to develop products that better compete with our products, or that would disrupt our business, including by acquiring one of our distribution, technology or content partners. For example, if one of our competitors were to acquire one of our content partners, the consolidated company may decide to disable the streaming functionality of its service with our products.

If we are unable to compete with these consolidated companies or if consolidation in the market disrupts our partnerships or reduces the number of companies we partner with, our business would be adversely affected.

Our investments in research and development may not yield the results expected.

Our business operates in intensely competitive markets characterized by changing consumer preferences and rapid technological innovation. Due to advanced technological innovation and the relative ease of technology imitation, new products and services tend to become standardized more rapidly, leading to more intense competition and ongoing price erosion. In order to strengthen the competitiveness of our products in this environment, we continue to invest heavily in research and development, including to develop new products and services and enhance existing products and services. We must also continue to invest significant resources into maintaining and enhancing our software and platform. However, these investments may not yield the innovation or the results expected on a timely basis, or our competitors may surpass us in technological innovation, hindering our

ability to timely commercialize new and competitive products that meet the needs and demands of the market, which consequently may adversely impact our operating results as well as our reputation.

Investment in new business strategies could disrupt our ongoing business, present risks not originally contemplated and materially adversely affect our business, reputation, results of operations and financial condition.

We have invested, and in the future may invest, in new business strategies and restructuring initiatives. Such endeavors may involve significant risks and uncertainties, including distraction of management from current operations, greater-than-expected liabilities and expenses, economic, political, legal and regulatory challenges associated with operating in new businesses, regions or countries, inadequate return on capital, potential impairment of tangible and intangible assets, and significant write-offs. New ventures are inherently risky and may not be successful. The failure of any significant investment or initiative could materially adversely affect our business, reputation, results of operations and financial condition.

We experience seasonal demand for our products, and if our sales in high-demand periods are below our forecasts, our overall financial condition and operating results could be adversely affected.

Our business is seasonal, and we have historically experienced significantly higher revenue in our first fiscal quarter due to increased consumer spending patterns during the holiday season. Given the seasonal nature of our sales, accurate forecasting is critical to our business. Any shortfalls in expected first fiscal quarter revenue could cause our annual operating results to suffer significantly. In addition, if we fail to accurately forecast customer demand for the holiday season, we may experience excess inventory levels or a shortage of products available for sale, which could further harm our financial condition and operating results.

If market demand for streaming music does not grow as anticipated or the availability and quality of streaming services does not continue to increase, our business could be adversely affected.

A large portion of our customer base uses our products to listen to content via subscription-based streaming music services. Accordingly, we believe our future revenue growth will depend in part on the continued expansion of the market for streaming music. The success of the streaming music market depends on the quality, reliability and adoption of streaming technology and on the continued success of streaming music services such as Apple Music, Spotify, Deezer, and Pandora. If the streaming music market in general fails to expand or if the streaming services that we partner with are not successful, demand for our products may suffer and our operating results may be adversely affected.

If we are unable to protect our intellectual property, the value of our brand and other intangible assets may be diminished, and our business may be adversely affected.

Our success depends in part on our ability to protect our intellectual property and other proprietary rights. We currently protect, and expect to continue to protect, our intellectual property and other proprietary rights through a combination of confidentiality and license agreements with our employees, consultants and third-party partners and patent, trademark, copyright and trade secret protection laws. In the United States and certain other countries, we have filed various applications for certain aspects of our intellectual property, most notably patents. However, third parties may knowingly or unknowingly infringe our proprietary rights or challenge our proprietary rights, and pending and future patent and trademark applications may not be approved. We may not be able to prevent infringement of our proprietary rights without incurring substantial expense. Such infringement could have a material adverse effect on our brand, business, financial condition and results of operations.

We have initiated legal proceedings to protect our intellectual property rights, and we may file additional actions in the future. For example, in January 2020 we filed a complaint with the ITC against Alphabet and Google and a counterpart lawsuit in the U.S. District Court for the Central District of California against Google alleging infringement of five Sonos patents, and in September 2020 we filed another lawsuit against Google alleging infringement of an additional four Sonos patents. See Note 12. Commitments and Contingencies of the notes to our consolidated financial statements included elsewhere in this Form 10-K for further details. The cost and effort of defending our intellectual property have been and may in the future be substantial, and there is no assurance we will be successful. Our business could be adversely affected as a result of any such actions, or a finding that any patents-in-suit are invalid or unenforceable. These actions have led and may in the future lead to additional counterclaims or actions against us, which are expensive to defend against and for which there can be no assurance of a favorable outcome. For example, Google responded to our legal proceedings by filing multiple patent infringement lawsuits against us domestically and internationally, as well as cases against us in the ITC. See Note 12. Commitments and Contingencies of the notes to our consolidated financial statements included elsewhere in this Form 10-K for further details. Further, parties we bring legal action against could retaliate through non-litigious means, which could harm our ability to compete against such parties or to enter new markets.

In addition, the regulations of certain foreign countries do not protect our intellectual property rights to the same extent as the laws of the United States. We have and may in the future discover unauthorized products in the marketplace that are counterfeit reproductions of our products. If we are unsuccessful in pursuing producers or sellers of counterfeit products, continued sales of these products could adversely impact our brand, business, financial condition and results of operations.

We currently are, and may continue to be, subject to intellectual property rights claims and other litigation which are expensive to support, and if resolved adversely, could have a significant impact on us and our stockholders.

Companies in the consumer electronics industries own large numbers of patents, copyrights, trademarks, domain names and trade secrets, and frequently enter into litigation based on allegations of infringement, misappropriation or other violations of intellectual property or other rights. Given our high profile and as we face more intense competition in our markets and introduce more products and services, including through acquisitions and through partners, the possibility of intellectual property rights claims against us grows. Our technologies may not be able to withstand any third-party claims or rights against their use, and we may be subject to litigation and disputes. The costs of supporting such litigation and disputes are considerable, and there can be no assurance that a favorable outcome would be obtained. We may be required to settle such litigation and disputes, or we may be subject to an unfavorable judgment in a trial, and the terms of a settlement or judgment against us may be unfavorable and require us to cease some or all our operations, limit our ability to use certain technologies, pay substantial amounts to the other party or issue additional shares of our capital stock to the other party, which would dilute our existing stockholders. Further, if we are found to have engaged in practices that are in violation of a third party's rights, we may have to negotiate a license to continue such practices, which may not be available on reasonable or favorable terms, or may have to develop alternative, non-infringing technology or discontinue the practices altogether. In the event that these practices relate to an acquisition or a partner, we may not be successful in exercising any indemnification rights available to us under our agreements or in recovering damages in the event that we are successful. Each of these efforts could require significant effort and expense and ultimately may not be successful.

If we are not able to maintain and enhance the value and reputation of our brand, or if our reputation is otherwise harmed, our business and operating results could be adversely affected.

Our continued success depends on our reputation for providing high-quality products and consumer experiences, and the "Sonos" name is critical to preserving and expanding our business. Our brand and reputation are dependent on a number of factors, including our marketing efforts, product and platform quality, and trademark protection efforts, each of which requires significant expenditures.

The value of our brand could also be severely damaged by isolated incidents, which may be outside of our control. For example, in the United States, we rely on custom installers of home audio systems for a significant portion of our sales but maintain no control over the quality of their work and thus could suffer damage to our brand or business to the extent such installations are unsatisfactory or defective. In addition, certain of our customers and partners experienced performance issues with our redesigned Sonos app launched in May 2024, which has negatively affected, and could further negatively affect, our brand and reputation. Any damage to our brand or reputation may adversely affect our business, financial condition and operating results.

We sell our products through a limited number of key channel partners, and the loss of any such channel partner would adversely impact our business.

We are dependent on our channel partners for a vast majority of our product sales. Best Buy, one of our key channel partners, accounted for 14% of our revenue in fiscal 2025. We compete with other consumer products for placement and promotion of our products in the stores of our channel partners. Our contracts with our channel partners allow them to exercise significant discretion in the placement and promotion of our products, and such contracts do not contain any long-term volume commitments. If one or more of our channel partners do not effectively market and sell our products, discontinue or reduce the inventory of our products, promote competing products over ours, the volume of our products sold to customers could decrease, and our business and results of operations would therefore be significantly harmed.

Revenue from our channel partners also depends on a number of factors outside our control and may vary from period to period. One or more of our channel partners may experience serious financial difficulty, may consolidate with other channel partners or may close or reduce operations in their retail stores. Our business and results of operations have been in the past, and may continue to be, significantly harmed by retail store closures by many of our key channel partners. Loss of a key channel partner would require us to identify alternative channel partners or increase our reliance on our e-commerce channel, which may be time-consuming and expensive or we may be unsuccessful in our efforts to do so.

Conflicts with our channel and distribution partners could harm our business and operating results.

Conflicts with our channel and distribution partners could harm our business and operating results. Several of our existing products compete, and future products could compete, with the product offerings of certain of our channel and distribution partners. To the extent products offered by our partners compete with our products, they may choose to market and promote their own products over ours or could end our partnerships and cease selling or promoting our products entirely, which may require us to increase our marketing expenditures or seek other distribution channels. If we are unable to effectively sell our products due to conflicts with our distribution partners or the inability to find alternative distribution channels, our business would be harmed.

Any expansion of our direct-to-consumer channel could alienate some of our channel partners. If our channel partners perceive themselves to be at a disadvantage based on the direct-to-consumer sales offered through our website and app, they may divert resources away from the promotion and sale of our products which could cause a reduction in product sales from these partners, adversely impact our business and results of operations.

Conflicts with our technology partners could harm our business and operating results.

Certain of our products incorporate the technologies of our partners. One or more of these technology partners may cease doing business with us, look to renegotiate the terms of their agreement with us or disable the technology they provide our products for a variety of reasons, and may be able to do so under the terms of our agreements with them with limited notice. In addition, certain of our technology partners have developed or may develop products competitive with ours. For example, our voice-enabled speakers feature Amazon's Alexa or Google's Google Assistant technology. In the event of a conflict with one of our technology partners, we cannot assure you that we will be successful in establishing partnerships with other companies or developing our own technology to replace such partner in a cost-effective manner or at all.

Competition with our content partners could cause these partners to cease allowing their content to be streamed on our products, which could lower product demand.

Demand for our products depends in large part on the availability of streaming third-party content that appeals to our existing and prospective customers. Compatibility with streaming music services, internet radio stations, podcast platforms and other content provided by our content partners is a key feature of our products. Some of these content partners compete with us already, and others may in the future produce and sell speakers along with their streaming services. Additionally, other content partners may form stronger alliances with our competitors in the home audio market. Any of our content partners may cease allowing their content to be streamed on our products for a variety of reasons, including as a result of our offering competing services, such as Sonos Radio HD, or to promote other partnerships or their own products over our products. In addition, to date, all of our arrangements have been entered into on a royalty-free basis, and one or more of our partners may seek to charge us for this streaming in the future. If any of the foregoing were to happen, demand for our products could decrease, our costs could increase and our operating results could be harmed.

Operational Risks

We are dependent on a limited number of contract manufacturers to manufacture our products and our efforts to diversify manufacturers may not be successful.

We depend on a limited number of contract manufacturers to manufacture our products. If these companies experience an interruption in their operations, fail to perform their obligations in a timely manner, or terminate their agreement with us, we may be unable to maintain our production capacity without incurring material additional costs and substantial delays or we may be fully prevented from selling our products. In the event that we need to replace a contract manufacturer or transfer volume to another contract manufacturer, we cannot assure you that we would be able to do so on acceptable terms or in a timely manner and such efforts may be costly and time-consuming. Additionally, during the third quarter of fiscal 2025, we began the process of exiting a partnership

with one of our contract manufacturers to consolidate and improve supply chain efficiency and our business could be disrupted as a result of this transition. Any material disruption in our relationship with our manufacturers would harm our ability to compete effectively and satisfy demand for our products and could adversely impact our revenue, gross margin and operating results.

Beginning in fiscal 2020, we have engaged in efforts to diversify our supply chain through the addition of new contract manufacturers and geographic diversification. There is no guarantee that our efforts to diversify manufacturers will continue to be successful and such efforts require a significant amount of time and resources. In addition, if we are not successful in our efforts to onboard new contract manufacturers, we may have an insufficient supply of products to meet customer demand, and our financial performance and reporting may be adversely affected.

We depend on a limited number of third-party components suppliers and logistics providers, and many of our components have long lead times, and our business and operating results could be adversely affected by shortages, disruptions and related challenges.

We are dependent on a limited number of suppliers for various key components used in our products, and we may from time to time have sole source suppliers. The cost, quality and availability of these components are essential to the successful production and sale of our products. We are subject to the risk of industry-wide shortages, price fluctuations and long lead times in the supply of these components and other materials. If the supply of these components is delayed or constrained, or if one or more of our main suppliers were to go out of business, alternative sources or suppliers may not be available on acceptable terms or at all. In the event that any of our suppliers were to discontinue production of our key product components, developing alternate sources of supply for these components would be time consuming, difficult and costly. In the event we are unable to obtain components in sufficient quantities on a timely basis and on commercially reasonable terms, our ability to sell our products in order to meet market demand would be affected and could materially and adversely affect our brand, image, business prospects and operating results.

In addition, the longer lead time for many of our components presents challenges in our efforts to manage component inventory, as we procure such components based on our then current forecast of demand for our products. In the past, we have had to increase our purchase commitments and investments during industry-wide shortages. In the event that actual demand for our products differs from our forecast, we may end up with excess component inventory, negatively impacting our working capital.

We also use a small number of logistics providers for substantially all our product delivery to both distributors and retailers. If one of these providers were to experience financial difficulties or disruptions in its business, or be subject to closures or other

disruptions, our own operations could be adversely affected. Because substantially all of our products are distributed from and into a small number of locations and by a small number of companies, we are susceptible to both isolated and system-wide interruptions caused by events out of our control. Any disruption to the operations of our distribution facilities could delay product delivery, harm our reputation among our customers and adversely affect our operating results and financial condition.

We have limited control over the third-party suppliers and logistics providers on which our business depends. If any of these parties fails to perform its obligations to us, we may be unable to deliver our products to customers in a timely manner. Further, we do not have long-term contracts with all of these parties, and there can be no assurance that we will be able to renew our contracts with them on favorable terms or at all. We may be unable to replace an existing supplier or logistics provider or supplement a provider in the event we experience significantly increased demand. Accordingly, a loss or interruption in the service of any key party could adversely impact our revenue, gross margin and operating results.

We have and may in the future discontinue support for older versions of our products, resulting in customer dissatisfaction that could negatively affect our business and operating results.

We have historically maintained, and we believe our customers may expect, extensive backward compatibility for our older products and the software that supports them, allowing older products to continue to benefit from new software updates. We expect that as we continue to improve and enhance our software platform, this backward compatibility will no longer be practical or cost-effective, and we may decrease or discontinue service for our older products. For example, certain of our legacy products continue to work but no longer receive software updates (other than bug fixes and patches). To the extent we no longer provide extensive backward capability for our products, we may damage our relationship with our existing customers, as well as our reputation, brand loyalty and ability to attract new customers.

For these reasons, any decision to decrease or discontinue backward capability may decrease sales, generate legal claims and adversely affect our business, operating results and financial condition.

Product quality issues and a higher-than-expected number of warranty claims or returns could harm our business and operating results.

The products that we sell could contain defects in design or manufacture. Defects could also occur in the products or components that are supplied to us. There can be no assurance we will be able to detect and remedy all defects in the hardware and software we sell, which could result in product recalls, product redesign efforts, loss of revenue, reputational damage and significant warranty and other remediation expenses. Similar to other consumer electronics, our products have a risk of overheating and fire in the course of usage or upon malfunction. Any such defect could result in harm to property or in personal injury. If we determine that a product does not meet product quality standards or may contain a defect, the launch of such product could be delayed until we remedy the quality issue or defect. The costs associated with any protracted delay necessary to remedy a quality issue or defect in a new product could be substantial.

We generally provide a one-year warranty on all our products, except in the European Union ("EU") and select other countries where we provide a minimum two-year warranty, depending on the region, on all our products. In addition, as part of our commitments to our customers following the release of our redesigned Sonos app, in October 2024 we extended the warranty by one year for all home theater and plug-in speaker products then under warranty. The occurrence of any material defects in our products could expose us to liability for warranty claims in excess of our current reserves, and we could incur significant costs to correct any defects, warranty claims or other problems. In addition, our failure to comply with past, present and future laws regulating extended warranties and accidental damage coverage could result in reduced sales of our products, reputational damage, penalties and other sanctions, which could harm our business and financial condition.

Our international operations are subject to increased business and economic risks that could impact our financial results.

We have operations outside the United States and generate a significant portion of our revenue from international sales. Our products are sold in more than 60 countries and, in fiscal 2025, 40.7% of our revenue was generated outside the United States. This subjects us to a variety of risks inherent in doing business internationally, including:

- fluctuations in currency exchange rates and costs of imposing currency exchange controls;
- political, social and/or economic instability;
- tariffs, trade barriers and duties;
- protectionist laws and business practices that favor local businesses in some countries;
- higher levels of credit risk and payment fraud and longer payment cycles associated with, and increased difficulty of payment collections from certain international customers;
- burdens and risks of complying with a number and variety of foreign laws and regulations, including the Foreign Corrupt Practices Act;

- laws and regulations may change from time to time unexpectedly and may be unpredictably enforced;
- potential negative consequences from changes in or interpretations of U.S. and foreign tax laws;
- the cost of developing connected products for countries where Wi-Fi technology has been passed over in favor of more advanced cellular data networks;
- reduced protection for intellectual property rights in some countries;
- difficulties and associated costs in managing and staffing multiple international locations; and
- delays from customs brokers or government agencies.

If we are unable to manage the complexity of our global operations successfully, or if the risks above become substantial for us, our financial performance and operating results could suffer. Further, any measures that we may implement to reduce risks of our international operations may not be effective, may increase our expenses and may require significant management time and effort.

Our future success will depend in part on our ability to penetrate new international markets where we have limited experience and that require considerable time and financial resources before any significant revenue is generated. There can be no assurance that we will achieve success in these markets. Further, there can be no assurance that the markets we serve and target based on our business strategy will grow in the future, that we will be able to develop any necessary international distribution channels or that our existing and new products will achieve customer acceptance in these markets. Our failure to successfully manage these risks could harm our international operations and our plans for expansion into international markets, and have an adverse effect on our business, financial condition, and operating results.

We use AI in our business, and challenges with properly managing its use could result in reputational harm, competitive harm, and legal liability, and adversely affect our results of operations.

We have in the past and may in the future incorporate AI, including generative AI, internally for business purposes and into our products and services. These technologies are complex and rapidly evolving and building them requires significant investment in infrastructure and personnel with no assurance that we will realize the desired or anticipated benefits. Our competitors, many of whom have greater technological and financial resources than we do, may more successfully incorporate AI into their products and achieve higher market acceptance of their AI solutions, which could impair our ability to compete effectively and adversely affect our results of operations. Also, if we fail to keep pace with rapidly evolving technological developments in artificial intelligence, our competitive position and business results may suffer.

As with many innovations, the use of AI may lead to challenges, concerns and risks that are significant or that we may not be able to predict, especially if our use of these technologies in our products and services becomes more important to our operations over time. For example, our AI-related efforts, particularly those related to generative AI, subject us to risks related to accuracy, intellectual property infringement or misappropriation, data privacy, and cybersecurity, among others. AI solutions, including generative AI, may create output that appears correct but is inaccurate, biased or otherwise flawed, or that infringes or otherwise violates intellectual property or other rights. AI solutions as part of our products or services may not gain acceptance by our customers and may, in the event of inaccurate, biased or flawed output, may lead to customer dissatisfaction. The use of AI may result in cybersecurity incidents that implicate the personal data of users of AI solutions as well as disclosure of our confidential information. Developing, testing and deploying AI systems in a responsible and ethical manner may also increase the cost profile of our products due to the nature of the computing costs and costs to develop or license proprietary datasets and machine learning models involved in such systems. Our business may be disrupted if any of the third-party AI services we use become unavailable due to extended outages or interruptions or because they are no longer available on commercially reasonable terms or prices. Changes to existing regulations, their interpretation or implementation or new regulations could impede our use of AI and also may make it more difficult to operate our business or to protect our intellectual property and may vary jurisdiction from jurisdiction. AI also presents emerging ethical issues, and if our use of AI becomes controversial, we may experience brand or reputational harm, competitive harm, or legal liability. The rapid evolution of AI, including the regulation of AI by government or other regulatory agencies, will require significant resources to develop, test and maintain our platforms, products, and services to implement AI ethically and minimize any unintended harmful impacts.

A significant disruption in our websites, servers or information technology systems, or those of our third-party partners, could impair our customers' listening experience or otherwise adversely affect our customers, damage our reputation or harm our business.

As a consumer electronics company, our website and mobile app are important presentations of our business, identity and brand and an important means of interacting with, and providing information to, consumers of our products. We depend on our servers and centralized information technology systems, and those of third parties, for product functionality, to manage operations and to store critical information and intellectual property. Accordingly, we allocate significant resources to maintaining our information technology systems and deploying network security, data encryption, training and other measures to protect against unauthorized access or misuse. Nevertheless, our website and information technology systems, and those of the third parties we rely on, are susceptible to damage, viruses, disruptions or shutdowns due to foreseeable and unforeseeable events. System failures and disruptions

could impede the manufacturing and shipping of products, functionality of our products, transactions processing and financial reporting, and result in the loss of intellectual property or data, require substantial repair costs and damage our reputation, competitive position, financial condition and results of operations.

For example, we use Amazon Web Services ("AWS") to maintain the interconnectivity of our mobile app to our servers and those of the streaming services that our customers access to enjoy our products. Because AWS runs its own platform that we access, we are vulnerable to both system-wide and Sonos-specific service outages at AWS. Our access to AWS' infrastructure could be limited by a number of potential causes, including technical failures, natural disasters, fraud or security attacks that we cannot predict or prevent.

Additionally, our products may contain flaws that make them susceptible to unauthorized access or use. For example, we previously discovered a vulnerability in our products that could be exploited when a customer visited a website with malicious content, allowing the customer's local network to be accessed by third parties who could then gain unauthorized access to the customer's playlists and other data and limited control of the customer's devices. While we devote significant resources to address and eliminate flaws and other vulnerabilities in our products, there can be no assurance that our products will not be compromised in the future. Any such flaws or vulnerabilities, whether actual or merely potential, could harm our reputation, competitive position, financial condition and results of operations.

Any cybersecurity breaches or our actual or perceived failure to comply with such legal obligations by us, or by our third-party service providers or partners, could harm our business.

We collect, store, process and use our customers' personally identifiable information and other data, and we rely on third parties that are not directly under our control to do so as well. While we take measures intended to protect the security, integrity and confidentiality of the personal information and other sensitive information we collect, store or transmit, we cannot guarantee that inadvertent or unauthorized use or disclosure will not occur, or that third parties will not gain unauthorized access to this information. There have been a number of recent reported incidents where third parties have used software to access the personal data of their partners' customers for marketing and other purposes.

If we or our third-party service providers were to experience a breach, disruption or failure of systems compromising our customers' data, or if one of our third-party service providers or partners were to access our customers' personal data without our authorization, our brand and reputation could be adversely affected, use of our products could decrease and we could be exposed to a risk of loss, litigation and regulatory proceedings. In addition, a breach could require expending significant additional resources related to the security of information systems and disrupt our operations.

The use of data by our business and our business associates is highly regulated in all our operating countries. Privacy and information security laws and regulations change, and compliance with them may result in cost increases due to, among other things, systems changes and the development of new processes. If we or those with whom we share information fail to comply with laws and regulations, such as the General Data Protection Regulation ("GDPR") and California Consumer Privacy Act ("CCPA"), our reputation could be damaged, possibly resulting in lost business, and we could be subjected to additional legal risk or financial losses as a result of non-compliance. Complying with such laws may also require us to modify our data processing practices and policies and incur substantial expenditures.

Our use of open source software could negatively affect our ability to sell our products and subject us to possible litigation.

We incorporate open source software into our products, and we may continue to incorporate open source software into our products in the future. Open source software is generally licensed by its authors or other third parties under open source licenses. Some of these licenses contain requirements that we make available source code for modifications or derivative works we create based upon the open source software and that we license such modifications or derivative works under the terms of a particular open source license or other license granting third parties certain rights of further use. Additionally, if a third-party software provider has incorporated open source software into software that we license from such provider, we could be required to disclose any of our source code that incorporates or is a modification of our licensed software. If an author or other third party that distributes open source software that we use or license were to allege that we had not complied with the conditions of the applicable license, we could be required to incur significant legal expenses defending against those allegations and could be subject to significant damages, enjoined from offering or selling our products that contained the open source software and required to comply with the above conditions. Any of the foregoing could disrupt and harm our business and financial condition.

We track certain operational and business metrics with internal methods that are subject to inherent challenges in measurement, and real or perceived inaccuracies in such metrics may harm our reputation and negatively affect our business.

We calculate certain of our key metrics, including households and registrations, using internal company data that has not been independently verified. While these numbers are based on what we believe to be reasonable calculations for the applicable period of measurement, there are inherent challenges in measuring our key metrics. Our process for tracking these metrics may change over time, including to improve their accuracy, which could result in unexpected changes to the data reported. As our business develops,

we may revise or cease reporting certain metrics if we determine that such metrics are no longer accurate or appropriate measures of our performance. If we discover material inaccuracies in our key metrics, or if the metrics we rely on to track our performance do not provide an accurate measurement of our business, or if investors, analysts, or customers do not believe that they do, our reputation may be harmed, and our operating and financial results could be adversely affected.

Legal and Regulatory Risks

Changes in international trade policies, including the imposition of tariffs, have had, and may continue to have, an adverse effect on our business, financial condition and results of operations.

Starting in 2018, the U.S. government imposed significant tariffs on China for U.S.-bound goods in our product categories. We received exemptions to almost all of those tariffs until such time as we were able to diversify our supply chain, primarily to Vietnam and Malaysia. As a result, our reliance on China for our U.S.-bound products is expected to be very modest.

There is significant uncertainty about the future of trade relationships around the world, including potential changes to trade laws and regulations, trade policies, and tariffs. For example, the U.S. government has recently instituted or proposed changes to international trade policy and agreements including the imposition of tariffs on China and countries other than China, in many cases significantly and including countries in Southeast Asia and EMEA. Our business may be impacted by the potential expansion of tariffs on U.S.-bound goods imported from other countries including, but not limited to, Vietnam and Malaysia. In addition, many countries have considered or instituted retaliatory policies, including reciprocal tariffs, in response to these proposed U.S. tariffs. To the extent that tariffs imposed by the United States or by other countries increase the price of, or limit the amount or availability of, our products or components or materials used in our products, or increase logistics costs or cause delays, our business and results of operations may be adversely affected. We may be required to raise our prices, which may result in the loss of customers, or we may choose to pay for these tariffs or additional costs without raising prices, either of which may negatively impact our business and results of operation.

In addition, a trade war, and uncertainty regarding international trade policies, could have a significant adverse effect on our business, including by impacting our supply chain and logistics providers, the domestic and world economies and consumer confidence, sentiment and spending, with a corresponding adverse effect on the demand for and prices of our products. It remains unclear what actions the U.S. or foreign governments will take with respect to tariffs, international trade agreements and policies on a short-term or long-term basis. The U.S. and other countries may announce new or changed restrictions with little advance notice. While we are engaged in ongoing efforts to reduce the effect of tariffs, these efforts may take time and be costly to implement and ultimately ineffective. In the event of an expansion of trade restrictions, the imposition of future tariffs on the import of our products or other governmental actions related to tariffs or trade agreements, our business and results of operations may be adversely impacted.

We must comply with extensive regulatory requirements, and the cost of such compliance, and any failure to comply or perceived failure to comply, may adversely affect our business, financial condition and results of operations.

In our current business and as we expand into new markets and product categories, we must comply with a wide variety of laws, regulations, standards and other requirements governing, among other things, electrical safety, wireless emissions, health and safety, e-commerce, consumer protection, export and import requirements, hazardous materials usage, product related energy consumption, packaging, recycling and environmental matters. Compliance with these laws, regulations, standards and other requirements may be onerous and expensive, and they may be inconsistent from jurisdiction to jurisdiction or change from time to time, further increasing the cost of compliance and doing business. Our products may require regulatory approvals or satisfaction of other regulatory concerns in the various jurisdictions in which they are manufactured, sold or both. These requirements create procurement and design challenges that require us to incur additional costs identifying suppliers and manufacturers who can obtain and produce compliant materials, parts and products. Failure to comply with such requirements can subject us to liability, additional costs and reputational harm and, in extreme cases, force us to recall products or prevent us from selling our products in certain jurisdictions.

We may incur costs in complying with changing tax laws in the United States and abroad, which could adversely impact our cash flow, financial condition and results of operations.

We are a U.S.-based company subject to taxes in multiple U.S. and foreign tax jurisdictions. Our effective tax rate, as well as our business, operating results and financial condition, could be adversely affected by changes in the tax rules and regulations in the jurisdictions in which we do business, unanticipated changes in statutory tax rates and changes to our global mix of earnings. As we expand our operations, any changes in the U.S. or foreign taxation of such operations may increase our worldwide effective tax rate.

We are also subject to examination by the Internal Revenue Service ("IRS") and other tax authorities, including state revenue agencies and foreign governments. If any tax authority disagrees with any position we have taken, our tax liabilities and operating results may be adversely affected. While we regularly assess the likelihood of favorable or unfavorable outcomes resulting from examinations by the IRS and other tax authorities to determine the adequacy of our provision for income taxes, there can be no assurance that the actual outcome resulting from these examinations will not materially adversely affect our financial condition and

results of operations. In addition, the distribution of our products subjects us to numerous complex and often-changing customs regulations. Failure to comply with these systems and regulations could result in the assessment of additional taxes, duties, interest and penalties. There is no assurance that tax and customs authorities agree with our reporting positions and upon audit may assess us additional taxes, duties, interest and penalties. If this occurs and we cannot successfully defend our position, our profitability will be reduced.

Our ability to use our net operating loss carryforwards and certain other tax attributes may be limited.

As of September 27, 2025, we had gross state net operating loss carryforwards of \$58.2 million, which expire beginning in 2032, as well as \$37.8 million in foreign net operating loss carryforwards with an indefinite life. As of September 27, 2025, we also had U.S. federal research and development tax credit carryforwards as filed of \$30.1 million, and state research and development tax credit carryforwards as filed of \$50.2 million, which will expire beginning in 2042 and 2026, respectively. Because of the change of ownership provisions of Sections 382 and 383 of the Code, use of a portion of the Company's domestic net operating losses and tax credit carryforwards may be limited in future periods depending upon future changes in ownership. Further, a portion of the carryforwards may expire before being applied to reduce future income tax liabilities if sufficient taxable income is not generated in future periods.

Risks Related to Ownership of Our Common Stock

The stock price of our common stock has been and may continue to be volatile or may decline regardless of our operating performance.

The stock price of our common stock has been and may continue to be volatile. The stock price of our common stock may fluctuate significantly in response to numerous factors in addition to the ones described in the preceding Risk Factors, many of which are beyond our control, including:

- overall performance of the equity markets and the economy as a whole;
- changes in the financial projections we or third parties may provide to the public or our failure to meet these projections;
- actual or anticipated changes in our growth rate relative to that of our competitors;
- announcements of new products, or of acquisitions, strategic partnerships, joint ventures or capital-raising activities or commitments, by us or by our competitors;
- additions or departures of key personnel;
- failure of securities analysts to maintain coverage of us, changes in financial estimates by any securities analysts who follow our company or our failure to meet these estimates or the expectations of investors;
- rumors and market speculation involving us or other companies in our industry;
- sales of shares of our common stock by us or our stockholders particularly sales by our directors, executive officers and significant stockholders, or the perception that these sales could occur; and
- additional stock issuances that result in significant dilution to shareholders.

In addition, the stock market with respect to companies in the technology industry has experienced significant price and volume fluctuations that have affected and continue to affect the stock prices of these companies. In the past, stockholders have instituted securities class action litigation following periods of market volatility. If we were to become involved in securities litigation, it could subject us to substantial costs, divert resources and the attention of management from our business and adversely affect our business.

We do not intend to pay dividends for the foreseeable future.

We have never declared or paid any cash dividends on our common stock, and we do not intend to pay any cash dividends in the foreseeable future. We anticipate that we will retain all our future earnings for use in the development of our business and for general corporate purposes. Any determination to pay dividends in the future will be at the discretion of our Board of Directors. Accordingly, investors must rely on sales of their common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investments. In addition, the terms of our credit facilities contain restrictions on our ability to declare and pay cash dividends on our capital stock.

Certain provisions in our corporate charter documents and under Delaware law may prevent or hinder attempts by our stockholders to change our management or to acquire a controlling interest in us.

There are provisions in our restated certificate of incorporation and restated bylaws that may make it difficult for a third party to acquire, or attempt to acquire, control of our company, even if a change in control were considered favorable by our stockholders. These anti-takeover provisions include:

- a classified Board so that not all members of the Board are elected at one time;
- the ability of the Board to determine the number of directors and fill any vacancies and newly created directorships;
- a requirement that our directors may only be removed for cause;
- a prohibition on cumulative voting for directors;
- the requirement of a super-majority to amend some provisions in our restated certificate of incorporation and restated bylaws;
- authorization of the issuance of "blank check" preferred stock that the Board could use to implement a stockholder rights plan;
- an inability of our stockholders to call special meetings of stockholders; and
- a prohibition on stockholder actions by written consent, thereby requiring that all stockholder actions be taken at a meeting of our stockholders.

In addition, our restated certificate of incorporation provides that the Delaware Court of Chancery is the exclusive forum for any derivative action or proceeding brought on our behalf; any action asserting a breach of fiduciary duty; any action asserting a claim against us arising pursuant to the Delaware General Corporation Law (the "DGCL"), our restated certificate of incorporation or our restated bylaws; or any action asserting a claim against us that is governed by the internal affairs doctrine. Our restated certificate of incorporation also provides that the federal district courts of the United States will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act of 1933, as amended.

Further, Section 203 of the DGCL may discourage, delay or prevent a change in control of our company. Section 203 imposes certain restrictions on mergers, business combinations, and other transactions between us and holders of 15% or more of our common stock.

General Risk Factors

The loss of one or more of our key personnel, or our failure to attract, assimilate and retain other highly qualified personnel in the future, could harm our business.

We depend on the continued services and performance of our key personnel. The loss of key personnel, including key members of management as well as our product development, marketing, sales and technology personnel, could disrupt our operations and have an adverse effect on our ability to grow our business. In addition, the loss of key personnel in our finance and accounting departments could harm our internal controls, financial reporting capability and capacity to forecast and plan for future growth. Further, the market for highly skilled workers and leaders in our industry is extremely competitive. If we do not succeed in attracting, hiring and then integrating high-quality personnel or in retaining and motivating existing personnel, we may be unable to grow effectively, and our financial condition may be harmed.

Natural disasters, geopolitical unrest, war, terrorism, pandemics, public health issues or other catastrophic events could disrupt the supply, delivery or demand of products, which could negatively affect our operations and performance.

We are subject to the risk of disruption by earthquakes, floods and other natural disasters, fire, power shortages, geopolitical unrest, war, terrorist attacks and other hostile acts, public health issues, epidemics or pandemics, including COVID-19, and other events beyond our control and the control of the third parties on which we depend. Any of these catastrophic events, whether in the United States or abroad, may have a strong negative impact on the global economy, us, our contract manufacturers, our suppliers or customers, and could decrease demand for our products, create delays and inefficiencies in our supply chain and make it difficult or impossible for us to deliver products to our customers. Further, our headquarters are located in Santa Barbara County, California, in a seismically active region that is also prone to forest fires. Any catastrophic event that occurred near our headquarters, or near our manufacturing facilities in China, Malaysia or Vietnam, could impose significant damage to our ability to conduct our business and could require substantial recovery time, which could have an adverse effect on our business, operating results and financial condition.

We may need additional capital, and we cannot be certain that additional financing will be available.

We are parties to a credit agreement with JPMorgan Chase Bank, N.A., KeyBank National Association and Goldman Sachs Bank USA, which allows us to borrow up to \$80.0 million, with a maturity date of October 2030. We may require additional equity or debt financing to fund our operations and capital expenditures. Our ability to obtain financing will depend, among other things, on our

development efforts, business plans, operating performance and the condition of the capital markets at the time we seek financing. We cannot assure you that additional financing will be available to us on favorable terms if and when required, or at all.

We have and may in the future acquire other businesses or receive offers to be acquired, which could require significant management attention, disrupt our business, dilute stockholder value and adversely affect our operating results.

As part of our business strategy, we have and may in the future make investments in complementary businesses, products, services or technologies. These acquisitions and other transactions and arrangements involve significant challenges and risks, including not advancing our business strategy, receiving an unsatisfactory return on our investment, difficulty integrating and retaining new employees, business systems, and technology, or distracting management from our other business initiatives. If an arrangement fails to adequately anticipate changing circumstances and interests of a party, it may result in early termination or renegotiation of the arrangement. The success of these transactions and arrangements will depend in part on our ability to leverage them to enhance our existing products or develop compelling new ones. It may take longer than expected to realize the full benefits from these transactions and arrangements such as increased revenue or enhanced efficiencies, or the benefits may ultimately be smaller than we expected. These events could adversely affect our consolidated financial statements.

If we fail to maintain an effective system of internal controls in the future, we may experience a loss of investor confidence and an adverse impact to our stock price.

Pursuant to the Sarbanes-Oxley Act of 2002, we are required to document and test our internal control procedures and to provide a report by management on internal control over financial reporting, including management's assessment of the effectiveness of such control. If we are unable to maintain effective internal control over financial reporting or disclosure controls and procedures, our ability to record, process and report financial information accurately, and to prepare consolidated financial statements within required time periods could be adversely affected, which could subject us to litigation or investigations requiring management resources and payment of legal and other expenses, negatively affect investor confidence in our consolidated financial statements and adversely impact our stock price.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Cybersecurity risk management and strategy

We have developed and implemented an enterprise-wide cybersecurity program, which is part of our overall risk management system and is designed to provide cybersecurity risk management and governance. Our cybersecurity program prioritizes, among other things, proactive detection and mitigation of threats; protection of customer and internal confidential information; minimization of the impact of incidents; and identification, assessment, and management of material risks from cybersecurity threats.

We use a variety of strategies and techniques designed to identify cybersecurity risks and reduce the risk of unauthorized access to internal and customer confidential information and critical business systems and platforms. This approach utilizes both internal and external resources and includes regular risk assessments (for example, penetration testing and annual self-assessments), ongoing employee training, proactive monitoring of our IT systems, encryption of certain types of information, and certain controls governing access to our facilities and systems.

We maintain a detailed incident response plan to manage cybersecurity incidents when detected. The response plan includes procedures for identifying, containing, and responding to cybersecurity incidents. Our ability to respond to cybersecurity incidents is tested on a recurring basis.

We use third-party service providers to assist us from time to time to identify, assess, and manage material risks from cybersecurity threats, including professional services firms, cybersecurity software providers, and certain testing firms.

We have processes in place designed to identify and mitigate risks from third-party vendors, including, as appropriate, pre-contractual security assessments and review of contractual terms addressing cybersecurity and data protection.

To date, we are not aware of cybersecurity threats, including as a result of any previous cybersecurity incidents, that have materially affected or are reasonably likely to materially affect us, including our business strategy, results of operations or financial condition. Despite our security measures, however, there can be no assurance that we, or third parties with which we interact, will not experience a cybersecurity incident in the future that will materially affect us. For a discussion regarding risks related to cybersecurity threats, refer to Item 1A. "Risk Factors" of this Form 10-K.

Cybersecurity governance

Our Board of Directors oversees the management of risks inherent in the operation of our business, with a focus on the most significant risks that we face, including those related to cybersecurity. The Board of Directors has delegated oversight of our

cybersecurity program to the Audit Committee. In connection with that oversight responsibility, senior members of our information security team meet with the Audit Committee on a regular basis (but no less than semi-annually) and provide information and updates on our cybersecurity program and related topics. This includes existing and new cybersecurity risks, status on how management is identifying, assessing, managing and/or mitigating those risks, cybersecurity and data privacy incidents (if any), status on key information security initiatives, and developments in the cybersecurity space and evolving standards.

Our enterprise-wide cybersecurity program is managed by a dedicated information security team, led by our Head of Cybersecurity, Risk & Trust (“Head of Cybersecurity”). Our Head of Cybersecurity has over 25 years of cybersecurity, information governance, and IT experience in the technology industry.

Item 2. Properties

We are a global company with our corporate headquarters located in Santa Barbara County, California. In July 2023, we entered into a lease agreement in the city of Goleta located in Santa Barbara County, California and relocated our headquarters to this space in fiscal 2024. We also lease office space in various locations in the U.S. and around the world. We believe our existing facilities are adequate to meet our current requirements.

Item 3. Legal Proceedings

From time to time, we may become involved in legal proceedings or be subject to claims arising in the ordinary course of our business. Other than the matters described in Note 12. Commitments and Contingencies of the notes to our consolidated financial statements included in Part II. Item 8 of this Annual Report, we were not a party to any legal proceedings that in the opinion of our management, if determined adversely to us, would individually or taken together have a material adverse effect on our business, operating results, financial condition or cash flows. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources, and other factors.

Item 4. Mine Safety Disclosures

None.

PART II**Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities*****Market Information for Our Common Stock***

Shares of our common stock trade on The Nasdaq Global Select Market under the symbol “SONO.”

Holders of Record

As of October 27, 2025, there were 3 holders of record of our common stock. This figure does not include a substantially greater number of beneficial holders of our common stock whose shares are held of record by banks, brokers and other financial institutions.

Dividend Policy

We have never declared or paid any cash dividends on our capital stock, and we do not currently intend to pay any cash dividends for the foreseeable future. We expect to retain future earnings, if any, to fund the development and growth of our business. Any future determination to pay dividends on our common stock will be made at the discretion of the Board and will depend upon, among other factors, our financial condition, operating results, current and anticipated cash needs, plans for expansion and other factors that the Board may deem relevant. In addition, the terms of our credit facilities contain restrictions on our ability to declare and pay cash dividends on our capital stock.

Recent Sales of Unregistered Securities

None.

Issuer Purchases of Equity Securities

On November 15, 2023, the Board authorized a common stock repurchase program of up to \$200 million (the "2023 Stock Repurchase Program"). On February 24, 2025, the Board authorized a new common stock repurchase program of up to \$150 million (the "2025 Stock Repurchase Program") resulting in the expiration of the \$11.1 million remaining under the 2023 Stock Repurchase Program.

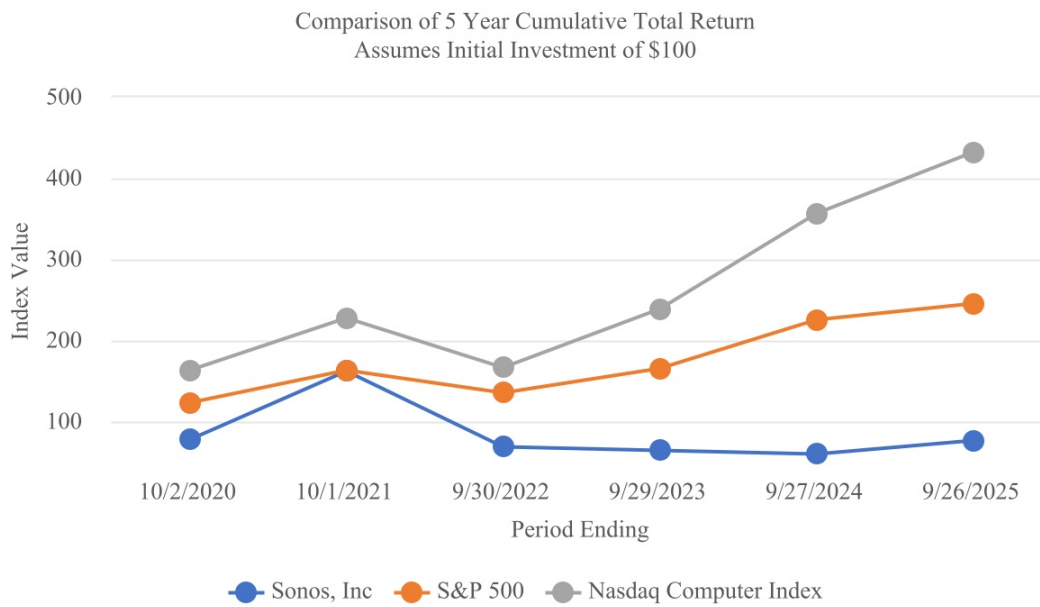
The following table presents information with respect to our repurchase of common stock during the quarter ended September 27, 2025.

Period	Total Number of Shares Purchased ⁽¹⁾	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (in thousands) ⁽²⁾
Jun 29- Jul 26	—	\$ —	—	\$ 150,000
Jul 27 - Aug 23	844,679	\$ 13.21	844,679	\$ 138,845
Aug 24 - Sep 27	677,337	\$ 13.60	677,337	\$ 129,633
Total	<u>1,522,016</u>		<u>1,522,016</u>	

(1) Aggregate purchase price and average price per share exclude commission and excise tax. See Note 8. Stockholders' Equity of the Company's consolidated financial statements for further information.

(2) Approximate dollar value of shares that may yet to be purchased under the plans or programs does not include the impact of direct costs incurred to acquire shares.

Stock Performance Graph



Item 6. [Reserved]

Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following discussion of our financial condition and results of operations should be read in conjunction with the consolidated financial statements and the notes thereto included elsewhere in this Annual Report on Form 10-K. The following discussion contains forward-looking statements that reflect our plans, estimates and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this Annual Report on Form 10-K, particularly in the section titled "Risk Factors."

We operate on a 52-week or 53-week fiscal year ending on the Saturday nearest September 30 each year. Our fiscal year is divided into four quarters of 13 weeks, each beginning on a Sunday and containing two 4-week periods followed by a 5-week period. An additional week is included in the fourth fiscal quarter approximately every five years to realign fiscal quarters with calendar quarters. References to fiscal 2025 are to our 52-week fiscal year ended September 27, 2025, references to fiscal 2024 are to our 52-week fiscal year ended September 28, 2024, references to fiscal 2023 are to our 52-week fiscal year ended September 30, 2023 and references to fiscal 2022 are to our 52-week fiscal year ended October 1, 2022.

Key Metrics

In addition to the measures presented in our consolidated financial statements, we use the following key metrics to evaluate our business, measure our performance, identify trends affecting our business and assist us in making operational and strategic decisions. Our key metrics are total revenue, products sold, Adjusted EBITDA and Adjusted EBITDA margin. The most directly comparable financial measure calculated under U.S. GAAP for Adjusted EBITDA and Adjusted EBITDA margin are net loss and net loss margin, respectively.

	Fiscal Year Ended		
	September 27, 2025	September 28, 2024	September 30, 2023
(In thousands, except percentages)			
Revenue	\$ 1,443,276	\$ 1,518,056	\$ 1,655,255
Products sold	4,625	5,000	5,725
Net loss	(61,144)	(38,146)	(10,274)
Net loss margin ⁽¹⁾	(4.2)%	(2.5)%	(0.6)%
Adjusted EBITDA ⁽²⁾	\$ 132,291	\$ 107,862	\$ 153,878
Adjusted EBITDA margin ⁽²⁾	9.2%	7.1%	9.3%

⁽¹⁾ Net loss margin is calculated by dividing net loss by revenue.

⁽²⁾ For additional information regarding Adjusted EBITDA and Adjusted EBITDA margin (which are non-GAAP financial measures), including reconciliations of net loss to Adjusted EBITDA, see the sections titled "Adjusted EBITDA and Adjusted EBITDA Margin" and "Non-GAAP Financial Measures" below.

Revenue

We generate substantially all of our revenue from the sale of Sonos speakers and Sonos system products. We also generate a portion of revenue from Partner products and other revenue sources, such as architectural speakers from our Sonance partnership, accessories such as speaker stands and wall mounts, professional services, licensing, and advertising revenue.

For a description of our revenue recognition policies, see the section titled "Critical accounting policies and estimates."

Products Sold

Products sold represents the number of products that are sold during a period, net of returns, and includes the sale of products in the Sonos speakers and Sonos system products categories, as well as architectural speakers and module units sold through our Partner products and other revenue category. Growth rates between products sold and revenue are not perfectly correlated because our revenue is affected by other variables, such as the mix of products sold during the period, promotional discount activity, the price at which we sell our products, the introduction of new products that may have higher or lower than average selling prices, the impact of foreign exchange fluctuations, as well as the impact of recognition of previously deferred revenue.

Adjusted EBITDA and Adjusted EBITDA Margin

See the section titled "Results of Operations —Non-GAAP Financial Measures" for information regarding our use of Adjusted EBITDA and Adjusted EBITDA margin, and a reconciliation of net income (loss) to Adjusted EBITDA and net income (loss) margin to Adjusted EBITDA margin.

Non-GAAP Financial Measures

To supplement our consolidated financial statements presented in accordance with U.S. GAAP, we monitor and consider Adjusted EBITDA, Adjusted EBITDA margin, and constant currency which are non-GAAP financial measures. These non-GAAP financial measures are not based on any standardized methodology prescribed by U.S. GAAP and are not necessarily comparable to similarly titled measures presented by other companies.

We define Adjusted EBITDA as net income (loss) adjusted to exclude the impact of depreciation and amortization, stock-based compensation expense, interest income, interest expense, other income (expense), income taxes, legal and transaction related costs, restructuring and other charges, and other items that we do not consider representative of underlying operating performance. We define Adjusted EBITDA margin as Adjusted EBITDA divided by revenue.

We also present percentage sales growth in constant currency to show performance unaffected by fluctuations in currency exchange rates. We calculate constant currency growth percentages by translating our current period financial results using the prior period average currency exchange rates and comparing these amounts to our prior period reported results.

We use these non-GAAP financial measures to evaluate our operating performance and trends and make planning decisions. We believe that these non-GAAP financial measures help identify underlying trends in our business that could otherwise be masked by the effect of the expenses and other items that we exclude in these non-GAAP financial measures. Accordingly, we believe that these non-GAAP financial measures provide useful information to investors and others in understanding and evaluating our operating results, enhancing the overall understanding of our past performance and future prospects, and allowing for greater transparency with respect to a key financial metric used by our management in its financial and operational decision-making.

Adjusted EBITDA and Adjusted EBITDA margin are non-GAAP financial measures, and should not be considered in isolation of, or as an alternative to, measures prepared in accordance with U.S. GAAP. There are a number of limitations related to the use of Adjusted EBITDA rather than net income (loss), which is the nearest U.S. GAAP equivalent of Adjusted EBITDA, and the use of Adjusted EBITDA margin rather than net income (loss) margin, which is the nearest U.S. GAAP equivalent of Adjusted EBITDA margin. These limitations include that the non-GAAP financial measures:

- exclude depreciation and amortization, and although these are non-cash expenses, the assets being depreciated may be replaced in the future;
- exclude stock-based compensation expense, which has been, and will continue to be, a significant recurring expense for our business and an important part of our compensation strategy;
- do not reflect interest income, primarily resulting from interest income earned on our cash and cash equivalent balances;
- do not reflect interest expense, or the cash requirements necessary to service interest or principal payments on our debt, which reduces cash available to us;
- do not reflect the effect of foreign currency exchange gains or losses, which is included in other income (expense), net;
- do not reflect the provision for or benefit from income tax that may result in payments that reduce cash available to us;
- do not reflect items that are not considered representative of our underlying operating performance which reduce cash available to us; and
- may not be comparable to similar non-GAAP financial measures used by other companies, because the expenses and other items that we exclude in our calculation of these non-GAAP financial measures may differ from the expenses and other items, if any, that other companies may exclude from these non-GAAP financial measures when they report their operating results.

Because of these limitations, these non-GAAP financial measures should be considered along with other operating and financial performance measures presented in accordance with U.S. GAAP.

The following table presents a reconciliation of net loss to adjusted EBITDA:

	Fiscal Year Ended		
	September 27, 2025	September 28, 2024	September 30, 2023
(In thousands, except percentages)			
Net loss	\$ (61,144)	\$ (38,146)	\$ (10,274)
Add (deduct):			
Depreciation and amortization	62,321	52,378	48,969
Stock-based compensation expense	81,564	84,294	76,857
Interest income	(6,934)	(11,965)	(10,201)
Interest expense	465	441	733
Other (income) expense, net	6,498	(9,371)	(15,473)
Provision for income taxes	10,647	10,995	14,668
Legal and transaction related costs ⁽¹⁾	5,384	7,383	32,950
Restructuring and other charges ⁽²⁾	33,490	11,853	15,649
Adjusted EBITDA	<u>\$ 132,291</u>	<u>\$ 107,862</u>	<u>\$ 153,878</u>
Revenue	1,443,276	1,518,056	1,655,255
Net loss margin	(4.2)%	(2.5)%	(0.6)%
Adjusted EBITDA margin	9.2%	7.1%	9.3%

(1) Legal and transaction related costs consist of expenses related to our intellectual property ("IP") litigation against Alphabet and Google as well as legal and transaction costs associated with our acquisition activities, which we do not consider representative of our underlying operating performance.

(2) Restructuring and other charges for fiscal 2025 and fiscal 2024, primarily reflect costs associated with our cost transformation initiative including the 2024 restructuring plan, 2025 restructuring plan, rationalization of our product roadmap, and non-recurring costs related to write-offs of assets no longer in use, as well as non-recurring Chief Executive Officer ("CEO") transition costs related to modifications to equity awards. See Note 13. Restructuring and Other Charges in the notes to our consolidated financial statements for further information. Restructuring and other charges fiscal 2023, are primarily related to our 2023 restructuring plan and also costs incurred in March 2023 related to the abandonment of portions of our office spaces.

Comparison of Fiscal Years 2025 and 2024

Revenue

	Fiscal Year Ended		Change from Prior Fiscal Year	
	September 27, 2025	September 28, 2024	\$	%
	\$	\$		
(Dollars in thousands)				
Sonos speakers	\$ 1,121,808	\$ 1,169,604	\$ (47,796)	(4.1)%
<i>% of total revenue</i>	<i>77.7 %</i>	<i>77.0 %</i>		
Sonos system products	249,237	267,744	(18,507)	(6.9)
<i>% of total revenue</i>	<i>17.3 %</i>	<i>17.6 %</i>		
Partner products and other revenue	72,231	80,708	(8,477)	(10.5)
<i>% of total revenue</i>	<i>5.0 %</i>	<i>5.3 %</i>		
Total revenue	<u>\$ 1,443,276</u>	<u>\$ 1,518,056</u>	<u>\$ (74,780)</u>	<u>(4.9)%</u>
Volume data (products sold in thousands)			Units	%
Total products sold	4,625	5,000	(375)	(7.5)%

Total revenue decreased \$74.8 million, or 4.9% for fiscal 2025 compared to fiscal 2024, driven by challenges resulting from our app rollout in May 2024 and softer demand due to market conditions, partially offset by the introduction of Arc Ultra in October 2024.

Sonos speakers represented 77.7% of total revenue for fiscal 2025 and decreased 4.1% compared to fiscal 2024, primarily driven by expected declines in Arc and Sonos One, as well as Beam, Move, and Sub Mini. These declines were partially offset by the

introduction of Arc Ultra, as well as Era 100. Sonos system products represented 17.3% of total revenue for fiscal 2025 and decreased 6.9% compared fiscal 2024. Partner products and other revenue represented 5.0% of total revenue for fiscal 2025, and decreased 10.5% compared to fiscal 2024.

The volume of products sold decreased 7.5% for fiscal 2025, compared to fiscal 2024.

Revenue by Region

	Fiscal Year Ended	
	September 27, 2025	
	Change (%)	Constant Currency Change (%) ⁽¹⁾
Americas	(8.1%)	(7.7%)
Europe, Middle East and Africa	2.5%	0.4%
Asia Pacific	(4.5%)	(3.4%)

(1) Constant currency is a financial measure that is not calculated in accordance with U.S. GAAP. For additional information, see the section titled "Non-GAAP Financial Measures" above.

Cost of Revenue and Gross Profit

	Fiscal Year Ended		Change from Prior Fiscal Year	
	September 27, 2025	September 28, 2024	\$	%
(Dollars in thousands)				
Cost of revenue	\$ 812,746	\$ 828,683	\$ (15,937)	(1.9)%
Gross profit	\$ 630,530	\$ 689,373	\$ (58,843)	(8.5)%
Gross margin	43.7%	45.4%		

Cost of revenue consists of product costs, including costs of our contract manufacturers for production, components, shipping and handling, tariffs, duty costs, warranty replacement costs, packaging, fulfillment costs, manufacturing and tooling equipment depreciation, warehousing costs, hosting costs, and excess and obsolete inventory write-downs. It also includes licensing costs, such as royalties to third parties, and amortization attributable to acquired developed technology. In addition, we allocate certain costs related to management and facilities, personnel-related expenses, and supply chain logistic costs. Personnel-related expenses consist of salaries, bonuses, benefits, and stock-based compensation expenses.

Cost of revenue decreased \$15.9 million, or 1.9%, for fiscal 2025 compared to fiscal 2024, primarily due to a decrease in product and material costs as well as decrease in products sold, partially offset by the impact of reorganization efforts, and increased amortization primarily related to the completion of our Mayht in-process research and development project and related reclassification into finite-lived intangible assets.

Gross margin decreased approximately 170 basis points for fiscal 2025 compared to fiscal 2024. The decrease was primarily due to the impact of reorganization efforts, unfavorable channel mix, and increased amortization primarily related to the completion of our Mayht in-process research and development project and related reclassification into finite-lived intangible assets, partially offset by decreased product and material costs.

Operating Expenses

	Fiscal Year Ended		Change from Prior Fiscal Year	
	September 27, 2025	September 28, 2024	\$	%
(Dollars in thousands)				
Research and development	\$ 279,969	\$ 304,558	\$ (24,589)	(8.1)%
Less restructuring and other charges ⁽¹⁾	12,555	5,743	6,812	118.6
Research and development, net of restructuring and other charges	<u>\$ 267,414</u>	<u>\$ 298,815</u>	<u>\$ (31,401)</u>	<u>(10.5)%</u>
Sales and marketing	\$ 281,192	\$ 290,609	\$ (9,417)	(3.2)%
Less restructuring and other charges ⁽¹⁾	9,779	2,770	7,009	253.0
Sales and marketing, net of restructuring and other charges	<u>\$ 271,413</u>	<u>\$ 287,839</u>	<u>\$ (16,426)</u>	<u>(5.7)%</u>
General and administrative	\$ 119,837	\$ 142,252	\$ (22,415)	(15.8)%
Less restructuring and other charges ⁽¹⁾	7,736	3,340	4,396	131.6
General and administrative, net of restructuring and other charges	<u>\$ 112,101</u>	<u>\$ 138,912</u>	<u>\$ (26,811)</u>	<u>(19.3)%</u>
Operating expenses	\$ 680,998	\$ 737,419	\$ (56,421)	(7.7)%
Less restructuring and other charges ⁽¹⁾	30,070	11,853	18,217	153.7
Operating expenses, net of restructuring and other charges	<u>\$ 650,928</u>	<u>\$ 725,566</u>	<u>\$ (74,638)</u>	<u>(10.3)%</u>

(1) Restructuring and other charges for fiscal 2025 and fiscal 2024 primarily reflect costs associated with our cost transformation initiatives including the 2024 restructuring plan, 2025 restructuring plan, rationalization of our product roadmap, and non-recurring costs related to write-offs of assets no longer in use, as well as non-recurring CEO transition costs related to modifications to equity awards. See Note 13. Restructuring and Other Charges in the notes to our consolidated financial statement for further information.

Research and Development

Research and development expenses consist primarily of personnel-related expenses, third-party resources expenses, tooling, test equipment, prototype materials, and related overhead costs. To date, software development costs have been expensed as incurred because the period between achieving technological feasibility and the release of the software has been short and development costs qualifying for capitalization have been insignificant.

Research and development expenses excluding restructuring and other charges decreased \$31.4 million, or 10.5%, for fiscal 2025 compared to fiscal 2024. This decrease was primarily driven by lower personnel-related costs due to lower headcount and our reorganization efforts, partially offset by higher variable compensation costs.

Sales and Marketing

Sales and marketing expenses consist primarily of advertising and marketing activity for our products and personnel-related expenses, maintenance and repair expenses for product displays, as well as related depreciation, customer experience expenses, revenue related sales fees from our direct-to-consumer and installer solutions sales channels, and related overhead costs.

Sales and marketing expenses excluding restructuring and other charges decreased \$16.4 million, or 5.7%, for fiscal 2025 compared to fiscal 2024. This decrease was primarily driven by lower marketing costs compared to prior year when we incurred significant costs associated with our launch of Sonos Ace in June 2024 marking our entry into the headphones market, partially offset by increased depreciation costs associated with our product displays.

General and Administrative

General and administrative expenses consist of administrative personnel-related expenses for our information technology, finance, legal, human resources, and similar personnel, as well as the costs of professional services, information technology, litigation, patents, related overhead, and other administrative expenses.

General and administrative expenses excluding restructuring and other charges decreased \$26.8 million, or 19.3%, for fiscal 2025 compared to the fiscal 2024. This decrease was primarily driven by lower personnel-related costs, professional fees and information technology costs as a result of lower headcount and our cost transformation efforts.

Interest Income, Interest Expense, and Other Income (Expense), Net

	Fiscal Year Ended		Change from Prior Fiscal Year	
	September 27, 2025	September 28, 2024	\$	%
(Dollars in thousands)				
Interest income	\$ 6,934	\$ 11,965	\$ (5,031)	(42.0)%
Interest expense	(465)	(441)	(24)	5.4
Other income (expense), net	(6,498)	9,371	(15,869)	(169.3)
Total other income (expense), net	\$ (29)	\$ 20,895	\$ (20,924)	(100.1) %

Interest income consists primarily of interest income earned on our cash, cash equivalents, and marketable securities balances. Interest expense consists primarily of interest expense associated with our debt financing arrangements and amortization of debt issuance costs. Other income (expense), net consists primarily of our foreign currency exchange gains and losses relating to transactions and remeasurement of asset and liability balances denominated in currencies other than the U.S. dollar. We expect our foreign currency gains and losses to continue to fluctuate in the future due to changes in foreign currency exchange rates.

Interest income for fiscal 2025 compared to fiscal 2024 decreased primarily due to lower yields on our cash and cash equivalents combined with lower average cash balances. Interest expense for fiscal 2025, compared to fiscal 2024, increased primarily due to increased bank fees. The increase in other income (expense), net for fiscal 2025, compared to fiscal 2024, was primarily due to non-cash foreign currency exchange fluctuations.

Provision for Income Taxes

	Fiscal Year Ended		Change from Prior Fiscal Year	
	September 27, 2025	September 28, 2024	\$	%
(Dollars in thousands)				
Provision for income taxes	\$ 10,647	\$ 10,995	\$ (348)	(3.2)%

Provision for income taxes for fiscal 2025, compared to fiscal 2024, decreased slightly primarily due to a reduction in the amount of net expense subject to capitalization under Section 174 of the U.S. Internal Revenue Code and a reduction in operating income. The decrease was partially offset by the non-recurrence of favorable tax impacts recognized in fiscal 2024 related to a Dutch Innovation Box ruling and the revaluation of certain Dutch deferred tax liabilities related to an intercompany sale of intellectual property to the U.S.

On July 4, 2025, H.R. 1, commonly referred to as the One Big Beautiful Bill Act ("OBBBA"), was enacted. The legislation includes provisions such as accelerated cost recovery of qualified property, immediate expensing of U.S.-based research and development costs, and changes to the U.S. international taxation regime. We are continuing to assess the potential impacts of the OBBBA on our future operations and effective tax rate. Based on preliminary analyses, certain provisions are expected to significantly reduce our U.S. income tax expense in fiscal 2026. Actual impacts will depend on future regulatory guidance our ongoing evaluation of the legislation.

Comparison of Fiscal Years 2024 and 2023

For the comparison of fiscal years 2024 and 2023, refer to Part II, Item 7 "Management's discussion and analysis of financial condition and results of operations" on Form 10-K for fiscal 2024, filed with the SEC on November 15, 2024, under the subheading "Comparison of fiscal years 2024 and 2023."

Liquidity and Capital Resources

Our operations are financed primarily through cash flows from operating activities. As of September 27, 2025, our principal sources of liquidity consisted of cash flows from operating activities, cash and cash equivalents of \$174.7 million, including \$105.5 million held by our foreign subsidiaries, marketable securities of \$52.9 million, proceeds from the exercise of stock options, and borrowing capacity under the Credit Facility. In accordance with our policy, the undistributed earnings of our non-U.S. subsidiaries remain indefinitely reinvested outside of the United States as of September 27, 2025, as they are required to fund needs

outside of the United States. In the event funds from foreign operations are needed to fund operations in the United States and if U.S. tax has not already been previously paid, we may be required to accrue and pay additional U.S. taxes to repatriate these funds.

We believe our existing cash and cash equivalent balances, cash flows from operations, and committed credit lines will be sufficient to meet our long-term working capital and capital expenditure needs for at least the next 12 months. We hold our cash with a diverse group of major financial institutions and have processes and safeguards in place to manage our cash balances and mitigate the risk of loss. In October 2021, we entered into the Revolving Credit Agreement, which allows us to borrow up to \$100 million, with a maturity date of October 2026. In October 2025, we amended the Revolving Credit Agreement. See Note 14. Subsequent Event of the notes to our consolidated financial statements included elsewhere in this Annual Report on Form 10-K for further details. Our future capital requirements may vary materially from those currently planned and will depend on many factors, including our rate of revenue growth, the timing and extent of spending on research and development efforts and other business initiatives, our planned sales and marketing activities, the timing of new product introductions, our potential merger and acquisition activity, market acceptance of our products, and overall economic conditions. To the extent that current and anticipated sources of liquidity are insufficient to fund our future business activities and requirements, we may be required to seek additional equity or debt financing. The sale of additional equity would result in increased dilution to our stockholders. If we were to incur additional debt financing it would result in increased debt service obligations and the instruments governing such debt could require additional operating and financing covenants that would restrict our operations.

Debt Obligations

On October 13, 2021, we entered into a Revolving Credit Agreement with JPMorgan Chase Bank, N.A., as the administrative agent, and Bank of America N.A., Morgan Stanley Senior Funding, Inc., and Goldman Sachs Bank USA as the other lenders party thereto (the "Revolving Credit Agreement"). The Revolving Credit Agreement provided for (i) a five year senior secured revolving credit facility in the amount of up to \$100 million and (ii) an uncommitted incremental facility subject to certain conditions. Proceeds are to be used for working capital and general corporate purposes. In June 2023, we amended our Revolving Credit Agreement to change the reference rate from LIBOR to the Secured Overnight Financing Rate ("SOFR"), effective July 1, 2023. The facility may be drawn as an Alternative Base Rate Loan (at 1.00% plus an applicable margin) or Term Benchmark Loan (SOFR plus an applicable margin). We must also pay (i) an unused commitment fee ranging from 0.200% to 0.275% per annum of the average daily unused portion of the aggregate revolving credit commitment under the agreement and (ii) a per annum fee equal to the applicable margin over SOFR multiplied by the aggregate face amount of outstanding letters of credit. As of September 27, 2025, we did not have outstanding borrowings and \$2.4 million in undrawn letters of credit that reduce the availability under the Revolving Credit Agreement.

Our obligations under the Revolving Credit Agreement are secured by substantially all of our assets. The Revolving Credit Agreement contains customary representations and warranties, customary affirmative and negative covenants, a financial covenant that is tested quarterly and requires us to maintain a certain consolidated leverage ratio, and customary events of default. As of September 27, 2025, we were in compliance with all financial covenants under the Revolving Credit Agreement.

In October 2025, we amended the Revolving Credit Agreement. See Note 14. Subsequent Event of the notes to our consolidated financial statements included elsewhere in this Annual Report on Form 10-K for further details.

Cash Flows

Fiscal 2025 Changes in Cash Flows

The following table summarizes our cash flows for the periods indicated:

(In thousands)	Fiscal Year Ended	
	September 27, 2025	September 28, 2024
Net cash provided by (used in):		
Operating activities	\$ 136,869	\$ 189,906
Investing activities	(29,520)	(105,242)
Financing activities	(102,342)	(137,309)
Effect of exchange rate changes	(71)	2,146
Net increase (decrease) in cash and cash equivalents	\$ 4,936	\$ (50,499)

Cash Flows from Operating Activities

Net cash provided by operating activities of \$136.9 million for fiscal 2025 consisted of a net loss of \$61.1 million, non-cash adjustments of \$170.1 million, and a favorable impact of net changes in operating assets and liabilities of \$27.9 million. Non-cash adjustments primarily consisted of stock-based compensation expense, depreciation and amortization, and non-cash restructuring charges. The net increase in cash from the change in operating assets and liabilities was primarily due to a decrease in inventories of

\$51.7 million as the result of measures taken to more efficiently manage inventory, a decrease in other assets of \$10.5 million, and an increase in accrued compensation of \$5.2 million. The net increase in cash from the change in operating assets and liabilities was partially offset by an increase in accounts receivable of \$21.9 million, and a decrease in accounts payable and accrued expenses of \$14.4 million due to lower inventory purchases.

Cash Flows from Investing Activities

Cash used in investing activities of \$29.5 million for fiscal 2025, primarily consisted of the purchases of marketable securities of \$57.9 million, and purchases of property and equipment of \$28.7 million mainly related to point-of-sale product displays, manufacturing-related tooling and test equipment to support the launch of new products, and leasehold improvements, partially offset by cash provided by maturities of marketable securities of \$57.1 million.

Cash Flows from Financing Activities

Cash used in financing activities of \$102.3 million for fiscal 2025, primarily consisted of payments for repurchase of common stock of \$81.0 million and payments for repurchase of common stock related to shares withheld for tax in connection with vesting of stock awards of \$25.9 million, partially offset by proceeds from the exercise of options of \$4.5 million.

Fiscal 2024 Changes in Cash Flows

For the comparison of fiscal 2024 to fiscal 2023, refer to Part II, Item 7 "Management's discussion and analysis of financial condition and results of operations" of our Form 10-K for fiscal 2024, filed with the SEC on November 15, 2024, under the subheading "Liquidity and capital resources."

Contractual obligations

See Note 6. Leases and Note 12. Commitments and Contingencies of the notes to our consolidated financial statements included elsewhere in this Annual Report on Form 10-K for further details.

Critical Accounting Policies and Estimates

Our consolidated financial statements are prepared in accordance with U.S. GAAP. The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, expenses and related disclosures. We evaluate our estimates and assumptions on an ongoing basis. Our estimates are based on historical experience and various other assumptions that we believe to be reasonable under the circumstances. Actual results could differ materially from those estimates.

Our critical accounting policies requiring estimates, assumptions and judgments that we believe have the most significant impact on our consolidated financial statements are described below.

Revenue

Nature of Products and Services

We generate substantially all of our revenue from the sale of Sonos speakers and Sonos system products. We also generate a portion of revenue from partner products and other revenue sources, such as architectural speakers from our Sonance partnership, and accessories such as speaker stands and wall mounts, as well as professional services, advertising revenue, licensing and subscription revenue.

Our contracts generally include a combination of products and related software, and services. Products and related software primarily constitute Sonos speakers and Sonos system products and include software that enables our products to operate over a customer's wireless network as well as connect to various third-party services, including music and voice. Additionally, module revenue includes hardware and embedded software that is integrated into final products that are manufactured and sold by our partners. Service revenue includes revenue allocated to (i) unspecified software upgrades and (ii) cloud-based services that enable products to access third-party music and voice assistant platforms. Unspecified software upgrades have historically included updates and enhancements such as bug fixes, feature enhancements and updates to the ability to connect to third-party music or voice assistant platforms.

Performance Obligations

Determining whether products and services are considered distinct performance obligations that should be accounted for separately requires significant judgment. We have determined that products and related software represent a single performance obligation. The basis of our determination is these products are highly dependent on, and interrelated with, the embedded software and cannot function as they are intended without the software.

We determined that unspecified software upgrades represent a separate performance obligation as they occur subsequent to the time of purchase, fulfillment of these promises can be made separately, there are no resulting significant modification or

customization to our products, and these services are provided to customers at no additional charge. We have also determined cloud-based services to be a separate performance obligation as they are additive to our products rather than transformative.

Transaction price

Revenue is recognized at transaction price which is the amount that we expect to receive in exchange for our products and services. Transaction price is calculated as the stated consideration net of variable consideration such as allowances for returns, discounts, sales incentives, and any tax collected from customers. The transaction price is allocated to the separate performance obligations in the contract based on relative standalone selling prices ("SSPs").

We estimate SSP for items that are not sold separately, which include the products and related software, unspecified software upgrades and cloud services, using information that may include competitive pricing information, where available, as well as analysis of the cost of providing the products or services plus a reasonable margin. In developing SSP estimates, we also consider the nature of the products and services and the expected level of future services.

We offer sales incentives through various programs, consisting primarily of discounts, cooperative advertising and market development fund programs. Reductions in revenue related to discounts are allocated to products and services on a relative basis based on their respective SSP. Estimates for sales incentives are developed using the most likely amount based on our past experience with similar contracts and are included in the transaction price to the extent that a significant reversal of revenue would not result once the uncertainty is resolved.

We accept returns from direct customers and from certain resellers. To establish an estimate for returns, we use the expected value method by considering a portfolio of contracts with similar characteristics to calculate the historical returns rate.

A change in contract, future business initiatives, or customer behavior due to macroeconomic conditions could require us to change the above estimates, or if actual results differ significantly from the estimates, we would be required to increase or reduce revenue to reflect the impact.

Revenue Recognition

Revenue is allocated to products and related software, and to unspecified software upgrades and cloud-based services. Revenue allocated to the products and related software is the substantial portion of the total sale price. Revenue for products and related software is recognized at the point in time when control is transferred to the customer, which is either upon shipment or upon delivery to the customer, depending on delivery terms.

Revenue allocated to unspecified software upgrades and cloud-based services is deferred and recognized ratably over our best estimate of the period that the customer is expected to receive the services. Determining the revenue recognition period for unspecified software upgrades and cloud services requires judgment. In developing the estimated period of providing future services, we consider our past history, our plans to continue to provide services, including plans to continue to support updates and enhancements to prior versions of our products, expected technological developments, obsolescence, competition and other factors. The estimated service period may change in the future in response to competition, technology developments and our business strategy.

For fiscal 2025, there has not been any event that would require us to materially change the underlying assumptions of revenue estimates. A hypothetical 10% change to our SSP estimates and/or the estimated recognition period for unspecified software upgrades and cloud-based services, would not result in a material change to our fiscal 2025 revenue.

Inventories

Inventory consists of finished goods and component parts, which we purchase from contract manufacturers and component suppliers. We record and value our inventory at the lower-of-cost and net realizable value. We determine cost using a standard costing method, which approximates first-in first-out. On a quarterly basis, we assess the value of our inventory on hand and non-cancelable purchase commitments for potential excess and/or obsolete inventory and will periodically write down the value to account for estimated excess and/or obsolete inventory. We determine excess or obsolete inventory based on market conditions, age/condition of inventory, an estimate of the future demand for our products within a specified time horizon, generally the shorter of 24 months or remaining life of the product, and product life cycle status. Inventory write-downs and losses on purchase commitments are recorded as a component of cost of revenue in our consolidated statement of operations and comprehensive loss. If actual demand is lower than our forecasted demand, we could be required to write down the value of additional inventory, which would have a negative effect on our gross profit. A hypothetical 10% change to our inventory reserves percentages would not result in a material change to our fiscal 2025 cost of revenue.

Income Taxes

Our income tax expense, deferred tax assets and liabilities, and liabilities for unrecognized tax benefits reflect our best estimate of current and future taxes to be paid. Significant judgments and estimates are required in the determination of the consolidated income tax expense.

We prepare and file income tax returns based on our interpretation of each jurisdiction's tax laws and regulations. In preparing our consolidated financial statements, we estimate our income tax liability in each of the jurisdictions in which we operate by estimating our actual current tax expense together with assessing temporary differences resulting from differing treatment of items for tax and financial reporting purposes. These differences result in deferred tax assets and liabilities, which are included in our consolidated balance sheets. Significant management judgment is required in assessing the realizability of our deferred tax assets. In performing this assessment, we consider whether it is "more-likely-than-not" that some portion or all the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. In making this determination, we consider the scheduled reversal of deferred tax liabilities, projected future taxable income and the effects of tax planning strategies. We recorded a valuation allowance against all our U.S. deferred tax assets as of September 27, 2025. We intend to continue maintaining a full valuation allowance on our U.S. deferred tax assets until there is sufficient evidence to support the reversal of all or some portion of these allowances.

We account for uncertain tax positions using a "more-likely-than-not" threshold for recognizing and resolving uncertain tax positions. We evaluate uncertain tax positions on a quarterly basis and consider various factors, that include, but are not limited to, changes in tax law, the measurement of tax positions taken or expected to be taken in tax returns, the effective settlement of matters subject to audit, information obtained during in process audit activities and changes in facts or circumstances related to a tax position. We accrue for potential interest and penalties related to unrecognized tax benefits in income tax expense. Changes in the recognition or measurement of uncertain tax positions could result in material increases or decreases in our income tax expense in the period in which we make the change, which could have a material impact on our effective tax rate and operating results.

Our policy with respect to the undistributed earnings of our non-U.S. subsidiaries is to maintain an indefinite reinvestment assertion as they are required to fund needs outside of the United States. This assertion is made on a jurisdiction by jurisdiction basis and takes into account the liquidity requirements in both the United States and of our foreign subsidiaries.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to market risks in the ordinary course of our business. These risks primarily include interest rate and foreign currency risks as follows:

Interest Rate Risk

As of September 27, 2025, we had cash and cash equivalents of \$174.7 million, which consisted primarily of cash on hand, money market fund investments, and bank deposits. Additionally, we held \$52.9 million in marketable securities, consisting of U.S. Treasury securities. Such interest-earning instruments carry a degree of interest rate risk due to floating interest rates.

To date, we have not been exposed, nor do we anticipate being exposed, to material risks due to changes in interest rates. A hypothetical 10% change in interest rates during any of the periods presented would not have had a material impact on our consolidated financial statements.

Foreign Currency Risk

Our inventory purchases are primarily denominated in U.S. dollars. Our international sales are primarily denominated in foreign currencies and any movement in the exchange rate between the U.S. dollar and the currencies in which we conduct sales in foreign countries could have an impact on our revenue, principally for sales denominated in the euro and the British pound. A portion of our operating expenses are incurred outside the United States and are denominated in foreign currencies, which are also subject to foreign currency exchange rate fluctuations. In certain countries where we may invoice customers in the local currency our revenues benefit from a weaker dollar and are adversely affected by a stronger dollar. The opposite impact occurs in countries where we record expenses in local currencies. In those cases, our costs and expenses benefit from a stronger dollar and are adversely affected by a weaker dollar.

We have not entered into any material foreign exchange contracts or derivatives to hedge any foreign currency exposures. The volatility of exchange rates depends on many factors that we cannot forecast with reliable accuracy. Our continued international expansion increases our exposure to exchange rate fluctuations and, as a result, such fluctuations could have a significant impact on our future results of operations.

We recognized a net loss from foreign currency of \$6.5 million in fiscal 2025, and net gains from foreign currency of \$9.1 million and \$13.7 million in fiscal 2024 and 2023, respectively. Based on transactions denominated in currencies other than respective functional currencies as of September 27, 2025, a hypothetical adverse change of 10% would have resulted in an adverse impact on loss before provision for income taxes of approximately \$17.6 million for fiscal 2025.

Recent Accounting Pronouncements

See Note 2. Summary of Significant Accounting Policies of the notes to our consolidated financial statements included elsewhere in this Annual Report on Form 10-K for a discussion of recent accounting pronouncements.

Item 8. Financial Statements and Supplementary Data

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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Sonos, Inc.

Opinion on the Financial Statements

We have audited the consolidated balance sheet of Sonos, Inc. and its subsidiaries (the “Company”) as of September 28, 2024, and the related consolidated statements of operations and comprehensive loss, of stockholders’ equity and of cash flows for each of the two years in the period ended September 28, 2024, including the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of September 28, 2024, and the results of its operations and its cash flows for each of the two years in the period ended September 28, 2024 in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers LLP
Los Angeles, California
November 15, 2024

We served as the Company’s auditor from 2011 to 2024.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders Sonos, Inc.:

Opinions on the Consolidated Financial Statements and Internal Control Over Financial Reporting

We have audited the accompanying consolidated balance sheets of Sonos, Inc. and subsidiaries (the Company) as of September 27, 2025, the related consolidated statements of operations and comprehensive loss, stockholders' equity, and cash flows for the year then ended September 27, 2025, and the related notes (collectively, the consolidated financial statements). We also have audited the Company's internal control over financial reporting as of September 27, 2025, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of September 27, 2025, and the results of its operations and its cash flows for the year then ended September 27, 2025, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of September 27, 2025 based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's consolidated financial statements and an opinion on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audit of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Evaluation of standalone selling prices for unspecified software upgrades and cloud-based services

As discussed in Notes 2 and 5 to the consolidated financial statements, the Company's contracts with customers contain promises to transfer products and services which are not sold separately. Service revenue includes revenue allocated to unspecified software upgrades and cloud-based services (collectively, the services), which are each distinct performance obligations, based on relative standalone selling prices (SSPs). The factors considered by management in estimating SSPs include competitive pricing information, where available, analyses of the cost of providing the services plus a reasonable margin, the nature of the services, and the expected level of future services.

We identified the evaluation of the SSPs for the services as a critical audit matter. Subjective auditor judgment was required in evaluating the cost of providing the services and the associated margin, which are used in establishing the SSPs. Changes to the cost of providing the services and the associated margin could have a significant impact on the determination of the SSPs, impacting the amount of revenue recognized.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of an internal control over the Company's estimation of the SSPs, including a control over the determination of the cost of providing the services and the associated margin. We evaluated the overall methodology used in establishing the SSPs. We evaluated the allocation of costs related to the services by interviewing certain software personnel regarding their estimation of time spent on development activities. We then compared these estimates to the underlying data used in the Company's model to allocate costs related to the services to determine they were accurately reflected. We assessed the margin used by comparing it to actual historical margin earned for the Company and to similar services by third party companies within the same industry and evaluated any outliers.

/s/ KPMG LLP

We have served as the Company's auditor since 2024.

Seattle, Washington
November 14, 2025

SONOS, INC.
Consolidated Balance Sheets
(in thousands, except share and par values)

	As of	
	September 27, 2025	September 28, 2024
Assets		
Current assets:		
Cash and cash equivalents	\$ 174,668	\$ 169,732
Marketable securities	52,858	51,426
Accounts receivable, net of allowances of \$66,098 and \$51,741 as of September 27, 2025, and September 28, 2024, respectively	65,847	44,513
Inventories	171,020	231,505
Prepaid and other current assets	39,642	53,910
Total current assets	504,035	551,086
Property and equipment, net	72,277	102,148
Operating lease right-of-use assets	45,297	50,175
Goodwill	82,854	82,854
Intangible assets, net:		
In-process research and development	—	73,770
Other intangible assets	75,356	14,266
Deferred tax assets	10,509	10,314
Other noncurrent assets	32,950	31,699
Total assets	<u>\$ 823,278</u>	<u>\$ 916,312</u>
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	\$ 184,109	\$ 194,590
Accrued expenses	79,094	87,783
Accrued compensation	21,331	15,701
Deferred revenue, current	21,771	21,802
Other current liabilities	46,107	46,277
Total current liabilities	352,412	366,153
Operating lease liabilities, noncurrent	53,288	56,588
Deferred revenue, noncurrent	59,453	61,075
Deferred tax liabilities	126	60
Other noncurrent liabilities	2,774	3,816
Total liabilities	468,053	487,692
Commitments and contingencies (Note 12)		
Stockholders' equity:		
Common stock, \$0.001 par value; 500,000,000 shares authorized, 122,881,915 and 123,046,510 shares issued, 120,093,113 and 121,763,776 shares outstanding as of September 27, 2025, and September 28, 2024, respectively	123	123
Treasury stock, 2,788,802 and 1,282,734 shares at cost as of September 27, 2025 and September 28, 2024, respectively	(37,398)	(17,096)
Additional paid-in capital	502,775	498,245
Accumulated deficit	(112,078)	(50,934)
Accumulated other comprehensive income (loss)	1,803	(1,718)
Total stockholders' equity	355,225	428,620
Total liabilities and stockholders' equity	<u>\$ 823,278</u>	<u>\$ 916,312</u>

The accompanying notes are an integral part of these consolidated financial statements.

SONOS, INC.
Consolidated Statements of Operations and Comprehensive Loss
(in thousands, except share and per share data)

	Year Ended		
	September 27, 2025	September 28, 2024	September 30, 2023
Revenue	\$ 1,443,276	\$ 1,518,056	\$ 1,655,255
Cost of revenue	812,746	828,683	938,765
Gross profit	630,530	689,373	716,490
Operating expenses			
Research and development	279,969	304,558	301,001
Sales and marketing	281,192	290,609	267,518
General and administrative	119,837	142,252	168,518
Total operating expenses	680,998	737,419	737,037
Operating loss	(50,468)	(48,046)	(20,547)
Other income (expense), net			
Interest income	6,934	11,965	10,201
Interest expense	(465)	(441)	(733)
Other income (expense)	(6,498)	9,371	15,473
Total other income (expense), net	(29)	20,895	24,941
Income (loss) before provision for income taxes	(50,497)	(27,151)	4,394
Provision for income taxes	10,647	10,995	14,668
Net loss	\$ (61,144)	\$ (38,146)	\$ (10,274)
Loss per share - basic and diluted	\$ (0.51)	\$ (0.31)	\$ (0.08)
Weighted-average shares used in computing loss per share - basic and diluted	120,753,102	123,218,532	127,702,885
Total comprehensive loss			
Net loss	\$ (61,144)	\$ (38,146)	\$ (10,274)
Change in foreign currency translation adjustment	3,619	1,604	153
Net unrealized gain (loss) on marketable securities	(98)	122	—
Comprehensive loss	\$ (57,623)	\$ (36,420)	\$ (10,121)

The accompanying notes are an integral part of these consolidated financial statements.

SONOS, INC.
Consolidated Statements of Stockholders' Equity
(in thousands, except share amounts)

	Year Ended		
	September 27, 2025	September 28, 2024	September 30, 2023
Total stockholders' equity, beginning balances	\$ 428,620	\$ 518,657	\$ 560,513
Common stock:			
Beginning balances	\$ 123	\$ 130	\$ 130
Issuance of common stock pursuant to equity incentive plans	6	6	6
Retirement of treasury stock	(6)	(13)	(6)
Ending balances	\$ 123	\$ 123	\$ 130
Additional paid-in capital:			
Beginning balances	\$ 498,245	\$ 607,345	\$ 617,390
Issuance of common stock pursuant to equity incentive plans	4,497	17,047	21,340
Retirement of treasury stock	(86,217)	(210,441)	(108,242)
Stock-based compensation expense	86,250	84,294	76,857
Ending balances	\$ 502,775	\$ 498,245	\$ 607,345
Treasury stock:			
Beginning balances	\$ (17,096)	\$ (72,586)	\$ (50,896)
Retirement of treasury stock	86,222	210,454	108,248
Repurchase of common stock	(80,663)	(129,620)	(100,064)
Repurchase of common stock related to shares withheld for tax in connection with vesting of stock awards	(25,861)	(25,344)	(29,874)
Ending balances	\$ (37,398)	\$ (17,096)	\$ (72,586)
Accumulated deficit:			
Beginning balances	\$ (50,934)	\$ (12,788)	\$ (2,514)
Net loss	(61,144)	(38,146)	(10,274)
Ending balances	\$ (112,078)	\$ (50,934)	\$ (12,788)
Accumulated other comprehensive gain (loss):			
Beginning balances	\$ (1,718)	\$ (3,444)	\$ (3,597)
Change in foreign currency translation adjustment	3,619	1,604	153
Unrealized gain (loss) on investments	(98)	122	—
Ending balances	\$ 1,803	\$ (1,718)	\$ (3,444)
Total stockholders' equity, ending balances	\$ 355,225	\$ 428,620	\$ 518,657
Common stock shares:			
Beginning balances	123,046,510	130,399,940	129,823,663
Issuance of common stock pursuant to equity incentive plans	6,045,916	6,122,884	6,714,406
Retirement of treasury stock	(6,210,511)	(13,476,314)	(6,138,129)
Ending balances	122,881,915	123,046,510	130,399,940
Treasury stock shares:			
Beginning balances	(1,282,734)	(5,286,024)	(3,154,940)
Retirement of treasury stock	6,210,511	13,476,314	6,138,129
Repurchase of common stock	(5,689,219)	(7,796,120)	(6,555,702)
Repurchase of common stock related to shares withheld for tax in connection with vesting of stock awards	(2,027,360)	(1,676,904)	(1,713,511)
Ending balances	(2,788,802)	(1,282,734)	(5,286,024)

The accompanying notes are an integral part of these consolidated financial statements.

SONOS, INC.
Consolidated Statements of Cash Flows
(in thousands)

	Year Ended		
	September 27, 2025	September 28, 2024	September 30, 2023
Cash flows from operating activities			
Net loss	\$ (61,144)	\$ (38,146)	\$ (10,274)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation and amortization	62,321	52,378	48,969
Restructuring and other charges	11,920	2,204	5,533
Stock-based compensation expense	81,564	84,294	76,857
Provision for inventory obsolescence	8,143	8,894	20,640
Other	3,769	3,701	5,535
Deferred income taxes	8	(18,922)	(583)
Foreign currency transaction (gain) loss	2,352	(7,276)	(7,335)
Changes in operating assets and liabilities:			
Accounts receivable, net	(21,873)	23,044	32,120
Inventories	51,729	106,122	87,004
Other assets	10,483	(28,775)	10,470
Accounts payable and accrued expenses	(14,439)	(789)	(162,345)
Accrued compensation	5,232	(6,775)	(2,185)
Deferred revenue	(2,737)	304	(4,576)
Other liabilities	(459)	9,648	576
Net cash provided by operating activities	<u>136,869</u>	<u>189,906</u>	<u>100,406</u>
Cash flows from investing activities			
Purchases of marketable securities	(57,944)	(90,495)	—
Purchases of property and equipment	(28,676)	(55,247)	(50,286)
Maturities of marketable securities	57,100	40,500	—
Net cash used in investing activities	<u>(29,520)</u>	<u>(105,242)</u>	<u>(50,286)</u>
Cash flows from financing activities			
Payments for debt issuance costs	—	—	—
Proceeds from exercise of stock options	4,503	17,053	21,346
Payments for repurchase of common stock	(80,984)	(129,018)	(100,064)
Payments for repurchase of common stock related to shares withheld for tax in connection with vesting of RSUs	(25,861)	(25,344)	(29,874)
Net cash used in financing activities	<u>(102,342)</u>	<u>(137,309)</u>	<u>(108,592)</u>
Effect of exchange rate changes on cash and cash equivalents	(71)	2,146	3,848
Net increase (decrease) in cash and cash equivalents	4,936	(50,499)	(54,624)
Cash and cash equivalents			
Beginning of period	169,732	220,231	274,855
End of period	<u>\$ 174,668</u>	<u>\$ 169,732</u>	<u>\$ 220,231</u>
Supplemental disclosure			
Cash paid for interest	\$ 279	\$ 256	\$ 1,330
Cash paid for taxes, net of refunds	\$ 23,945	\$ 21,206	\$ 9,522
Cash paid for amounts included in the measurement of lease liabilities, net of tenant improvement reimbursements received	\$ 6,629	\$ 11,008	\$ 14,218
Supplemental disclosure of non-cash investing and financing activities			
Purchases of property and equipment, accrued but not paid	\$ 5,055	\$ 7,878	\$ 2,784
Right-of-use assets obtained in exchange for lease liabilities	\$ 1,491	\$ 11,492	\$ 31,692
Excise tax on share repurchases, accrued but not paid	\$ 281	\$ 602	\$ —
Change in estimate of asset retirement obligations	\$ —	\$ —	\$ 2,290

The accompanying notes are an integral part of these consolidated financial statements.

SONOS, INC.
Notes to Consolidated Financial Statements

1. Business Overview

Description of Business

Sonos, Inc. and its wholly owned subsidiaries (collectively, “Sonos,” the “Company,” “we,” “us” or “our”) designs, develops, manufactures, and sells audio products and services. The Sonos sound system provides customers with an immersive listening experience created by the design of its speakers and components, a proprietary software platform, and the ability to stream content from a variety of sources over the customer’s wireless network or over Bluetooth.

The Company’s products are sold through third-party physical retailers, including custom installers of home audio systems, e-commerce retailers, and its website sonos.com. The Company’s products are distributed in over 60 countries through its wholly owned subsidiaries: Sonos Europe B.V. in the Netherlands, Beijing Sonos Technology Co. Ltd. in China, Sonos Japan GK in Japan, and Sonos Australia Pty Ltd. in Australia.

2. Summary of Significant Accounting Policies

Basis of Presentation and Preparation

The consolidated financial statements, which include the accounts of Sonos, Inc. and its wholly owned subsidiaries, have been prepared in conformity with accounting principles generally accepted in the United States (“U.S. GAAP”). All intercompany accounts and transactions have been eliminated in consolidation. Certain prior period amounts have been reclassified to conform to the current period presentation.

The Company operates on a 52-week or 53-week fiscal year ending on the Saturday nearest September 30 each year. The Company’s fiscal year is divided into four quarters of 13 weeks, each beginning on a Sunday and containing two 4-week periods followed by a 5-week period. An additional week is included in the fourth fiscal quarter approximately every five years to realign fiscal quarters with calendar quarters. This last occurred in the Company’s fiscal year ended October 3, 2020, and will reoccur in the fiscal year ending October 3, 2026. As used in the Annual Report on Form 10-K, “fiscal 2025” refers to the 52-week fiscal year ending September 27, 2025, “fiscal 2024” refers to the 52-week fiscal year ending September 28, 2024, and “fiscal 2023” refers to the 52-week fiscal year ending September 30, 2023.

Use of Estimates and Judgments

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and judgments that affect the amounts reported and disclosed in the consolidated financial statements and accompanying notes. Actual results could differ materially from those estimates. For revenue recognition, examples of estimates and judgments include: determining the nature and timing of satisfaction of performance obligations, determining the standalone selling price (“SSP”) of performance obligations and estimating variable consideration such as sales incentives and product returns. Additionally, management makes estimates and judgments for allowances for credit losses, excess and obsolete inventory, loss on purchase commitments, useful lives associated with property and equipment, incremental borrowing rates associated with leases, the recording of and release of valuation allowances with respect to deferred tax assets and uncertain tax positions, impairment of long-lived assets, impairment of goodwill and indefinite-lived intangible assets, warranty, contingencies and valuation and assumptions underlying stock-based compensation and other equity instruments. On an ongoing basis, the Company evaluates its estimates and judgments compared to historical experience and trends that form the basis for making estimates and judgments about the carrying value of assets and liabilities.

Comprehensive Income (Loss)

Comprehensive income (loss) consists of two components: net income (loss) and other comprehensive income (loss). Other comprehensive income (loss) refers to net gains and losses that are recorded as an element of stockholders’ equity but are excluded from net income (loss). The Company’s other comprehensive income (loss) consists of net unrealized gains and losses on foreign currency translation adjustments from those subsidiaries not using the U.S. dollar as their functional currency and unrealized gains and losses on marketable securities.

Cash and Cash Equivalents

Cash equivalents consist of short-term, highly liquid financial instruments with insignificant interest rate risk that are readily convertible to cash and have maturities of three months or less from the date of purchase. As of September 27, 2025, and September 28, 2024, cash equivalents consisted of money market funds, which are recorded at fair value.

Marketable Securities

The Company’s marketable securities consist of U.S. Treasury securities. Management determines the appropriate classification of its marketable securities at the time of purchase and reevaluates such determination at each balance sheet date. The Company classifies its marketable securities as available-for-sale and reports them at fair value in the consolidated balance sheets,

SONOS, INC.
Notes to Consolidated Financial Statements

with unrealized gains and losses recorded in accumulated other comprehensive loss. If securities are sold prior to maturity, the cost of securities sold is based on the specific identification method. Realized gains and losses on the sale of securities are recorded in other income (expense), net in the consolidated statements of operations and comprehensive loss.

Classification of the Company's marketable securities in the consolidated balance sheets is based on each instrument's underlying contractual maturity date. Securities with an original maturity of three months or less at time of purchase are recorded in cash and cash equivalents. Securities with an original maturity of greater than three months but less than one year are recorded in marketable securities.

For securities in an unrealized loss position, the Company first assesses whether it intends to sell, or it is more-likely-than-not that it will be required to sell, the security before recovery of its amortized cost basis. If either of the criteria regarding intent or requirement to sell is met, the security's amortized cost basis is written down to fair value through earnings. For securities that do not meet the aforementioned criteria, the Company evaluates whether the decline in fair value has resulted from credit losses or other factors. In making this assessment, the Company considers the extent to which fair value is less than amortized cost, any changes to the rating of the security by a rating agency, and adverse conditions specifically related to the security, among other factors. If this assessment indicates that a credit loss exists, the present value of cash flows expected to be collected from the security is compared to the amortized cost basis of the security. If the present value of cash flows expected to be collected is less than the amortized cost basis, a credit loss exists and an allowance for credit losses is recorded for the credit loss, limited by the amount that the fair value is less than the amortized cost basis. Any impairment that has not been recorded through an allowance for credit losses is recognized in accumulated other comprehensive loss in the consolidated balance sheets.

The Company has elected the practical expedient to exclude the applicable accrued interest from both the fair value and the amortized cost basis of its marketable securities for the purpose of identifying and measuring impairment. The Company presents accrued interest receivable related to its marketable securities in prepaid and other current assets, separate from marketable securities, on its consolidated balance sheets. The Company's accounting policy is to not measure an allowance for credit losses for accrued interest receivable and to write-off any uncollectible accrued interest receivable as a reversal of interest income in a timely manner, which it considers to be in the period in which it determines the accrued interest will not be collected.

Accounts Receivable

Accounts receivable are recorded at the invoiced amount, net of allowances for credit losses and sales incentives. Receivables do not require collateral and do not bear interest. The allowance for credit losses is established through a provision for expected credit losses, which is recorded as general and administrative expense in the consolidated statements of operations and comprehensive loss.

The Company evaluates the adequacy of the allowance for credit losses by assessing the collectability of accounts receivable. This assessment considers the age of outstanding invoices, each customer's payment history and expected ability to pay, customer-specific information, and current economic conditions that may affect collectability. The allowance estimate is reviewed and adjusted periodically, or when the Company becomes aware of specific factors indicating a customer's inability to meet its financial obligations.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist principally of cash and cash equivalents, marketable securities, and accounts receivable. The Company maintains cash and cash equivalents and marketable securities in several high-quality financial institutions. Cash and cash equivalents held at these banks, including those held in foreign branches of global banks, may exceed the amount of insurance provided on such deposits. These deposits may be redeemed upon demand, and management believes that the financial institutions that hold the Company's cash and cash equivalents are financially sound and, accordingly, minimal credit risk exists with respect to cash. The Company has not experienced any losses in such accounts.

As of September 27, 2025, and September 28, 2024, the Company's customers that accounted for 10% or more of total accounts receivable, net, were as follows:

	September 27, 2025	September 28, 2024
Customer A	18 %	20 %
Customer B	14 %	31 %
Customer C	12 %	*

*Accounts receivable was less than 10%

SONOS, INC.
Notes to Consolidated Financial Statements

The Company's customer that accounted for 10% or more of total revenue were as follows:

	Year Ended		
	September 27, 2025	September 28, 2024	September 30, 2023
Customer B	14 %	16 %	17 %

Inventories

Inventories primarily consist of finished goods and component parts, which are purchased from contract manufacturers and component suppliers. Inventories are stated at the lower of cost and net realizable value. Cost is determined using a standard costing method, which approximates first-in first-out. Inventory costs primarily consist of materials, inbound freight, import duties, tariffs, direct labor and manufacturing overhead, logistics, and other handling fees. The Company assesses the valuation of inventory balances including an analysis of determine potential excess and/or obsolete inventory. The Company may be required to write down the value of inventory if estimates of future demand and market conditions indicate excess and/or obsolete inventory. Inventory write-downs and losses on purchase commitments are recorded as a component of cost of revenue in the consolidated statements of operations and comprehensive loss. Losses related to purchase commitments for fiscal 2025 and fiscal 2024 were not material. Ownership of inventory transfers to the Company based on contractual terms with its contract manufacturers.

Property and Equipment, Net

Property and equipment are stated at historical cost less accumulated depreciation. Depreciation is calculated using the straight-line method over the estimated useful lives of the related assets as follows:

Computer hardware, equipment, and software	3-5 years
Furniture and fixtures	5 years
Tooling and production line test equipment	2-4 years
Leasehold improvements	1-15 years
Product displays	1-3 years

Costs incurred to improve leased office space are capitalized. Leasehold improvements are amortized on a straight-line basis over the shorter of the term of the lease or the estimated useful life of the improvement. Expenditures for major renewals and improvements that extend the useful lives of property and equipment are capitalized. Maintenance, repair costs and gains or losses associated with disposals are charged to expense as incurred.

Product displays are deployed at retail locations. Because the product displays facilitate marketing of the Company's products within the retail stores, depreciation for product displays is recorded in sales and marketing expenses in the consolidated statements of operations and comprehensive loss.

Cloud Computing Arrangements

The Company incurs costs to implement cloud computing arrangements that are hosted by a third-party vendor. For cloud computing arrangements that do not include a software license, implementation costs incurred during the application development stage are capitalized until the software is ready for its intended use. The costs are then amortized on a straight-line basis over the term of the associated hosting arrangement and are recognized as an operating expense within the consolidated statements of operations and comprehensive loss. Capitalized costs related to cloud computing arrangements, net of accumulated amortization, are reported as a component of other noncurrent assets on the Company's consolidated balance sheets.

Impairment of Goodwill and Indefinite-lived Intangible Assets

Goodwill and indefinite-lived intangible assets are not amortized and are tested for impairment on an annual basis during the third quarter of each fiscal year or between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of the reporting unit or asset below its carrying value.

In connection with the Company's evaluation of goodwill impairment, the Company performs a qualitative assessment to determine if it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If the qualitative assessment is not conclusive, the Company tests goodwill for impairment, including comparing the fair value of the reporting unit to its carrying value (including attributable goodwill). The Company determines fair value of its reporting unit using an income or market approach incorporating market participant considerations and management's assumptions on revenue growth rates, operating margins, discount rates and expected capital expenditures. Fair value determinations may include both internal and third-party valuations.

In connection with the Company's evaluation of indefinite-lived intangible asset impairment, the Company performs a qualitative assessment to determine if it is more likely than not that the fair value of the asset is less than its carrying amount. If the

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qualitative assessment is not conclusive, the Company proceeds to test for impairment by comparing the fair value of the asset to the carrying value. Fair value is determined based on estimated discounted future cash flow analyses that include significant management assumptions such as revenue growth rates, weighted-average costs of capital and assumed royalty rates. If the carrying value exceeds fair value, an impairment charge will be recorded to reduce the asset to fair value.

For fiscal years 2025, 2024, and 2023, the Company's qualitative assessments identified no factors indicating it was more likely than not that the fair value of the Company's reporting unit and indefinite-lived intangible assets were less than their respective carrying amounts. Therefore, the Company incurred no impairment charges.

Impairment of Long-Lived Assets

The Company evaluates the recoverability of its long-lived assets, which primarily comprises property and equipment and operating lease right-of-use assets, for impairment whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable. The Company performs impairment testing at the level that represents the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities. Recoverability is measured by comparing the carrying amounts to the expected future undiscounted cash flows attributable to the assets. If it is determined that an asset may not be recoverable, an impairment loss equal to the excess of the asset's carrying value over its fair value is recorded. Fair value is determined based on estimated discounted future cash flows analyses. There were no impairment charges identified on the Company's long-lived assets during fiscal years 2025, 2024, and 2023.

Product Warranties

The Company's products are covered by warranty to be free from defects in material and workmanship for a period of one year, except in the EU and select other countries where the Company provides a minimum two-year warranty, depending on the region. At the time of sale, an estimate of future warranty costs is recorded as a component of cost of revenue and a warranty liability is recorded for estimated costs to satisfy the warranty obligation. The Company's estimate of costs to fulfill its warranty obligations is based on historical experience and expectations of future costs to repair or replace.

Legal Contingencies

If a potential loss from any claim or legal proceeding is considered probable, and the amount can be reasonably estimated, the Company records a liability for an estimated loss. Legal fees are expensed as incurred and included in general and administrative expenses in the consolidated statements of operations and comprehensive loss. See Note 12. Commitments and Contingencies for additional information regarding legal contingencies.

Treasury Stock

The Company accounts for treasury stock acquisitions using the cost method. The Company accounts for the retirement of treasury stock by deducting its par value from common stock and reflecting any excess of cost over par value as a deduction from additional paid-in capital on the consolidated balance sheets.

Fair Value Accounting

Assets and liabilities recorded at fair value on the consolidated balance sheets are categorized based upon the level of judgment associated with the inputs used to measure their fair value.

Fair value is estimated by applying the following hierarchy, which prioritizes the inputs used to measure fair value into three levels and bases the categorization within the hierarchy upon the lowest level of input that is available and significant to the fair value measurement:

Level Input	Input Definition
Level 1	Quoted prices for identical assets or liabilities in active markets at the measurement date.
Level 2	Inputs, other than quoted prices included in Level 1, such as quoted prices for similar assets or liabilities, in active markets or other inputs that are observable or can be corroborated with market data at the measurement date.
Level 3	Unobservable inputs that reflect management's best estimate of what market participants would use in pricing the asset or liability at the measurement date.

Foreign Currency

Certain of the Company's wholly owned subsidiaries have non-U.S. dollar functional currencies. The Company translates assets and liabilities of non-U.S. dollar functional currency subsidiaries into U.S. dollars using exchange rates in effect at the end of each period and stockholders' equity at historical rates. Revenue and expenses for these subsidiaries are translated using rates that approximate those in effect during the period. Gains and losses from translation are recognized in foreign currency translation included in accumulated other comprehensive loss.

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The Company remeasures monetary assets or liabilities denominated in currencies other than the functional currency using exchange rates prevailing on the balance sheet date, and non-monetary assets and liabilities at historical rates. Foreign currency remeasurement and transaction gains and losses are included in other income (expense), net.

Foreign currency remeasurement and transaction gains (losses) are recorded in other income (expense), net as follows:

(In thousands)	September 27, 2025	September 28, 2024	September 30, 2023
Foreign currency remeasurement and transaction gains (losses)	\$ (6,456)	\$ 9,062	\$ 13,674

Revenue Recognition

Revenue is recognized upon transfer of control of promised products or services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those products or services. Revenue is recognized net of allowances for returns, discounts, sales incentives, and any taxes collected from customers. The Company defers a portion of revenue that is allocated to unspecified software upgrades and cloud-based services, as well as for newly launched products sold to resellers not recognized until the date of general availability is reached. The Company's contracts generally include a combination of products and services. Revenue is allocated to distinct performance obligations and is recognized net of allowances for returns, discounts, sales incentives and any taxes collected from customers, which are subsequently remitted to governmental authorities. Shipping and handling costs associated with outbound freight after control over a product has transferred to a customer are not considered a separate performance obligation and are accounted for as a fulfillment cost and are included in cost of revenue.

Nature of Products and Services

Product revenue primarily includes sales of Sonos speakers and Sonos system products, which include software that enables the Company's products to operate over a customer's wireless network, as well as connect to various third-party services, including music and voice. The Company also generates a small portion of revenue from Partner products and other revenue sources in connection with partnerships, accessories, professional services, licensing, advertising, and subscription revenue. Revenue for module units is related to hardware and embedded software that is integrated into final products that are manufactured and sold by the Company's partners. Software primarily consists of firmware embedded in the products and the Sonos app, which is software that can be downloaded to consumer devices at no charge, with or without the purchase of one of the Company's products. Products and related software are accounted for as a single performance obligation and all intended functionality is available to the customer upon purchase. The revenue allocated to the products and related software is the substantial portion of the total sale price. Product revenue is recognized at the point in time when control is transferred, which is either upon shipment or upon delivery to the customer, depending on delivery terms.

Service revenue includes revenue allocated to (i) unspecified software upgrades and (ii) cloud-based services that enable products to access third-party music and voice assistant platforms, based on relative standalone selling price, which are each distinct performance obligations and are provided to customers at no additional charge. Unspecified software upgrades are provided on a when-and-if-available basis and have historically included updates and enhancements such as bug fixes, feature enhancements and updates to the ability to connect to third-party music or voice assistant platforms. Service revenue is recognized ratably over the estimated service period.

Significant Judgments

The Company's contracts with customers generally contain promises to transfer products and services as described above. Determining whether products and services are considered distinct performance obligations that should be accounted for separately requires significant judgment.

Determining the SSP for each distinct performance obligation requires judgment. The Company estimates SSP for items that are not sold separately, which include the products and related software, unspecified software upgrades and cloud-based services, using information that may include competitive pricing information, where available, as well as analyses of the cost of providing the products or services plus a reasonable margin. In developing SSP estimates, the Company also considers the nature of the products and services and the expected level of future services.

Determining the revenue recognition period for unspecified software upgrades and cloud-based services also requires judgment. The Company recognizes revenue attributable to these performance obligations ratably over the best estimate of the period that the customer is expected to receive the services. In developing the estimated period of providing future services, the Company considers past history, plans to continue to provide services, including plans to continue to support updates and enhancements to prior versions of the Company's products, expected technological developments, obsolescence, competition and other factors. The estimated service period may change in the future in response to competition, technology developments and the Company's business strategy.

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The Company offers sales incentives through various programs consisting primarily of discounts, cooperative advertising and market development fund programs. The Company records cooperative advertising and market development fund programs with customers as a reduction to revenue unless it receives a distinct benefit in exchange for credits claimed by the customer and can reasonably estimate the fair value of the benefit received, in which case the Company records it as an expense. The Company recognizes a liability or a reduction to accounts receivable, and reduces revenue based on the estimated amount of sales incentives that will be claimed by customers. Estimates for sales incentives are developed using the most likely amount and are included in the transaction price to the extent that a significant reversal of revenue would not result once the uncertainty is resolved. In developing its estimate, the Company also considers the susceptibility of the incentive to outside influences, the length of time until the uncertainty is resolved and the Company's experience with similar contracts. Reductions in revenue related to discounts are allocated to products and services on a relative basis based on their respective SSP. Judgment is required to determine the timing and amount of recognition of marketing funds which the Company estimates based on past practice of providing similar funds.

The Company accepts returns from direct customers and from certain resellers. To establish an estimate for returns, the Company uses the expected value method by considering a portfolio of contracts with similar characteristics to calculate the historical returns rate. When determining the expected value of returns, the Company considers future business initiatives and relevant anticipated future events.

Supplier Concentration

The Company relies on third parties for the supply and manufacture of its products, as well as third-party logistics providers for the distribution of its products. In instances where these parties fail to perform their obligations, the Company may be unable to find alternative suppliers or satisfactorily deliver its products to customers on time, if at all. During fiscal years 2025, 2024 and 2023, approximately 53%, 60% and 58%, respectively, of the Company's finished goods purchased during each year were from one vendor.

Deferred Revenue and Payment Terms

The Company invoices each order upon hardware shipment or delivery and recognizes revenue for each distinct performance obligation when transfer of control has occurred, which in the case of services, may extend over several reporting periods. Amounts invoiced in advance of revenue recognition are recorded as deferred revenue on the consolidated balance sheets. Deferred revenue primarily relates to revenue allocated to unspecified software upgrades and platform services, as well as for newly launched products sold to resellers not recognized until the date of general availability is reached. General availability deferrals are classified as current deferred revenue as the Company starts shipping the product to the reseller within one month prior to the general availability date. The Company classifies deferred revenue as noncurrent if amounts are expected to be recognized as revenue beyond one year from the balance sheet date.

Payment Terms

Payment terms and conditions vary among the Company's distribution channels although terms generally include a requirement of payment within 30 days of product shipment. Sales directly to customers from the Company's website are paid at the time of product shipment. Prior to providing payment terms to customers, an evaluation of the customer's credit risk is performed. Contractual allowances are an offset to accounts receivable.

Research and Development

Research and development expenses consist primarily of personnel-related expenses, consulting and outside professional service costs, tooling and prototype materials and overhead costs. Substantially all of the Company's research and development expenses are related to developing new products and services and improving existing products and services. To date, software development costs have been expensed as incurred because the period between achieving technological feasibility and the release of the software has been short and development costs qualifying for capitalization have been insignificant.

In-process research and development ("IPRD") assets represent the fair value of incomplete research and development projects obtained as part of a business combination that have not yet reached technological feasibility and are initially not subject to amortization; rather, these assets are subject to impairment considerations of indefinite-lived intangible assets. Upon completion of development, IPRD assets are considered definite-lived intangible assets, transferred to developed technology and are amortized over their useful lives. If a project were to be abandoned, the IPRD would be considered fully impaired and expensed to research and development.

Advertising Costs

Advertising costs are expensed as incurred and included in sales and marketing expenses. Advertising expenses were \$42.8 million, \$55.8 million and \$43.9 million for fiscal 2025, 2024 and 2023, respectively.

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Restructuring and Related Costs

Costs associated with a restructuring plan generally consist of involuntary employee termination benefits, contract termination costs, and other exit-related costs including costs to close facilities. The Company records a liability for involuntary employee termination benefits when management has committed to a plan that establishes the terms of the arrangement and that plan has been communicated to employees. Costs to terminate a contract before the end of the term are recognized on the termination date, and costs that will continue to be incurred in a contract for the remaining term without economic benefit are recognized as of the cease-use date. Restructuring and related costs may also include the write-down of related assets, including operating lease right-of-use assets, when the sale or abandonment of the asset is a direct result of the plan. Other exit-related costs are recognized as incurred. Restructuring and related costs are recognized as within operating expenses and cost of revenue within the consolidated statements of operations and comprehensive loss and are classified based on the Company's classification policy for each category of operating expense.

Stock-Based Compensation

The Company measures stock-based compensation cost at fair value on the date of grant. Compensation cost for stock options is recognized, on a straight-line basis, as an expense over the period of vesting as the employee performs the related services, net of estimated forfeitures. The Company estimates the fair value of stock option awards using the Black-Scholes option-pricing model and is based on the Company's closing stock price on the trading day immediately prior to the date of grant. The Company estimates forfeitures based on expected future terminations and will revise rates, as necessary, in subsequent periods if actual forfeitures differ from initial estimates. The fair value of RSUs is based on the Company's closing stock price on the trading day immediately preceding the date of grant. The Company estimates the fair value of performance stock units ("PSU") on the grant date and recognizes compensation expense in the period it becomes probable that performance conditions will be achieved. On a quarterly basis, the Company re-evaluates the assumption of the probability that performance conditions will be satisfied and revises its estimates as appropriate as new or updated information becomes available.

Retirement Plans

The Company has a defined contribution 401(k) plan (the "401(k) Plan") for the Company's U.S.-based employees, as well as various defined contribution plans for its international employees. Eligible U.S. employees may make tax-deferred contributions under the 401(k) plan, but are limited to the maximum annual dollar amount allowable under the Internal Revenue Code of 1986, as amended (the "Code"). The Company matches contributions towards the 401(k) Plan and international defined contribution plans. The Company's matching contributions totaled \$7.8 million, \$9.5 million, and \$9.5 million for fiscal 2025, fiscal 2024, and 2023, respectively.

Income Taxes

The Company accounts for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the consolidated financial statements. Under this method, deferred tax assets and liabilities are determined based on the differences between the consolidated financial statements and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income during the period that includes the enactment date.

The Company records a valuation allowance when necessary to reduce its deferred tax assets to amounts that are more likely than not to be realized. In making such a determination, all available positive and negative evidence is considered, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies, and results of recent operations. If the Company determines that it would be able to realize its deferred tax assets in the future in excess of their net recorded amount, the Company would make an adjustment to the deferred tax asset valuation allowance, which would result in a benefit to income taxes.

The Company records uncertain tax positions in accordance with a two-step process whereby (i) the Company determines whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position and (ii) for those tax positions that meet the more likely than not recognition threshold, the Company recognizes the largest amount of tax benefit that is more than 50% likely to be realized upon ultimate settlement with the related tax authority.

The Company includes interest and penalties related to unrecognized tax benefits within the provision for income taxes in the consolidated statements of operations and comprehensive loss. The Company has not incurred any interest or penalties related to unrecognized tax benefits in any of the periods presented.

The Company's provision for (benefit from) income taxes, deferred tax assets and liabilities, and liabilities for unrecognized tax benefits involves the use of estimates, assumptions and judgments. Although the Company believes its estimates, assumptions and judgments to be reasonable, any changes in tax law or its interpretation of tax laws and the resolutions of potential tax audits could significantly impact the amounts provided for income taxes in the Company's consolidated financial statements. Actual future

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operating results and the underlying amount and type of income could differ materially from the Company's estimates, assumptions and judgments thereby impacting the Company's financial position and results of operations.

Segment Information

The Company operates as one operating segment as it only reports aggregate financial information on a consolidated basis, accompanied by disaggregated information about revenue by geographic region and product category, to its Chief Executive Officer, who is the Company's Chief Operating Decision Maker ("CODM"). The CODM reviews financial information on a consolidated basis for purposes of making operating decisions, allocating resources, and evaluating financial performance. The CODM uses consolidated net income (loss) to measure segment profit or loss and make key operating decisions, such as allocation of the budget and monitoring budget versus actual results.

Significant expenses within net income (loss) include cost of revenue, research and development, sales and marketing, and general and administrative, which are each separately presented on the Company's consolidated statements of operations and comprehensive loss. Other segment items include interest income, interest expense, other income (expense), and provision for income taxes, which are also each separately presented on the Company's consolidated statements of operations and comprehensive loss. The CODM does not evaluate segment performance or allocate resources using asset information.

Leases

The majority of the Company's leases are for its office spaces and facilities, which are accounted for as operating leases. The Company leases office space in California, as well as offices in various locations in the U.S., with additional sales, operations, and research and development offices around the world. The Company determines whether an arrangement is a lease at inception if there is an identified asset, and if it has the right to control the identified asset for a period of time. Some of the Company's leases include options to extend the leases for up to 5 years, and some include options to terminate the leases. The Company's lease terms are only for periods in which it has enforceable rights and are impacted by options to extend or terminate the lease only when it is reasonably certain that the Company will exercise the option. For leases with terms greater than 12 months, the Company records the related right-of-use asset and lease obligation at the present value of lease payments over the lease terms. Leases with an initial term of 12 months or less are not recorded on the balance sheet. Lease expense is recognized on a straight-line basis over the lease term. The Company's leases do not include any residual value guarantees or bargain purchase options.

Lease agreements will typically exist with lease and non-lease components, which are accounted for separately. The Company's agreements may contain variable lease payments. The Company includes variable lease payments that depend on an index or a rate and exclude those which depend on facts or circumstances occurring after the commencement date, other than the passage of time.

As most of the Company's leases do not contain an implicit interest rate, the Company uses judgment to determine an incremental borrowing rate, which is defined as the rate of interest the Company would have to pay to borrow an amount that is equal to the lease obligations, on a collateralized basis, and over a similar term. The Company takes into consideration the terms of the Company's Credit Facility (as defined in Note 7. Debt), lease terms, and current interest rates to determine the incremental borrowing rate at lease commencement date. At September 27, 2025, the Company's weighted-average discount rate was 5.51%, while the weighted-average remaining lease term was 8.6 years. As part of the supplemental cash flow disclosure, the right-of-use assets obtained in exchange for new operating lease liabilities does not reflect the impact of prepaid or deferred rent.

Recently adopted accounting pronouncements

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures. This standard expands public entities' segment disclosures by requiring disclosure of significant segment expenses that are regularly provided to the chief operating decision maker and included within each reported measure of segment profit or loss, an amount and description of its composition for other segment items, and interim disclosures of a reportable segment's profit or loss and assets. All disclosure requirements under ASU 2023-07 are also required for public entities with a single reportable segment. The Company adopted this standard in the fourth quarter of fiscal 2025. Refer to our significant accounting policies above for the impact of adoption.

Recent accounting pronouncements pending adoption

In September 2025, the FASB issued ASU No. 2025-06, Intangibles — Goodwill and Other — Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software. The amendments in this update modernize the recognition and capitalization framework to reflect current software development practices, including iterative and agile methodologies, by removing references to "development stages". It also clarifies the criteria for capitalization, which begins when both of the following occur: (1) management has authorized and committed to funding the software project and (2) it is probable that the project will be completed and the software will be used to perform the function intended. The amendments are effective for fiscal years beginning after December 15, 2027, and interim periods within those annual reporting periods, with early adoption permitted. The amendments in this update may be applied utilizing a prospective transition approach, a retrospective transition approach, or a

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modified transition approach that is based on the status of the project and whether software costs were capitalized before the date of adoption. The Company is currently evaluating the pronouncement to determine the impact it may have on the Company's consolidated financial statements and related disclosures.

In July 2025, the FASB issued ASU No. 2025-05, Financial Instruments — Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets. The amendments in this update provide a practical expedient for the application of the current expected credit losses model to current accounts receivable and contract assets. The amendments are effective for fiscal years beginning after December 15, 2025, with early adoption permitted. The transition method is prospective. The Company is currently evaluating the pronouncement to determine the impact it may have on the Company's consolidated financial statements and related disclosures.

In November 2024, the FASB issued ASU 2024-03, Income Statement — Reporting Comprehensive Income — Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses. This standard requires disclosure of disaggregated information about significant expenses within relevant income statement captions, such as purchases of inventory, employee compensation, depreciation, and amortization. Also required is a qualitative description of the amounts remaining in relevant expense captions that are not separately disaggregated. In January 2025, the FASB issued ASU 2025-01, Income Statement — Reporting Comprehensive Income — Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date, which clarifies that the amendments in ASU 2024-03 are effective for fiscal years beginning after December 15, 2026, and interim periods within annual reporting periods beginning after December 15, 2027. The amendments may be applied retrospectively or prospectively, with early adoption permitted. The Company is currently evaluating the pronouncement to determine the impact it may have on the Company's consolidated financial statements and related disclosures.

In December 2023, the FASB issued ASU No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. This update includes amendments that further enhance income tax disclosures, primarily through standardization and disaggregation of rate reconciliation categories and income taxes paid by jurisdiction. The amendments are effective for fiscal years beginning after December 15, 2024, with early adoption permitted, and may be applied either prospectively or retrospectively. The Company is currently evaluating the pronouncement to determine the impact it may have on the Company's consolidated financial statements and related disclosures.

3. Financial Instruments

The carrying values of the Company's accounts receivable and accounts payable, approximate their fair values due to the short period of time to maturity or repayment. The following table summarizes cash, cash equivalents and marketable securities by investment category as of September 27, 2025, and September 28, 2024:

	September 27, 2025					
	Amortized Cost	Unrealized Gain	Unrealized Loss	Estimated Fair Value	Cash and Cash Equivalents	Marketable Securities
Cash	\$ 158,556	\$ —	\$ —	\$ 158,556	\$ 158,556	\$ —
Level 1:						
Money market funds	16,112	—	—	16,112	16,112	—
Subtotal	16,112	—	—	16,112	16,112	—
Level 2:						
U.S. Treasury securities	52,834	32	(8)	52,858	—	52,858
Subtotal	52,834	32	(8)	52,858	—	52,858
Total	227,502	32	(8)	227,526	174,668	52,858

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	September 28, 2024					
	Amortized Cost	Unrealized Gain	Unrealized Loss	Estimated Fair Value	Cash and Cash Equivalents	Marketable Securities
Cash	\$ 144,184	\$ —	\$ —	\$ 144,184	\$ 144,184	\$ —
Level 1:						
Money market funds	25,548	—	—	25,548	25,548	—
Subtotal	25,548	—	—	25,548	25,548	—
Level 2:						
U.S. Treasury securities	51,304	122	—	51,426	—	51,426
Subtotal	51,304	122	—	51,426	—	51,426
Total	221,036	122	—	221,158	169,732	51,426

Marketable Securities

As of September 27, 2025, and September 28, 2024, the Company held no securities with original maturities exceeding one year. There were no realized gains or losses on sales of marketable securities during fiscal 2025, and fiscal 2024.

For securities in an unrealized loss position, the Company does not intend to sell the securities, and it is more-likely-than-not that it will not be required to sell before recovery of their amortized cost basis. The Company evaluated whether the decline in fair value resulted from credit losses or other factors and concluded these amounts were related to temporary fluctuations in value of the securities and were due primarily to changes in interest rates and market conditions of the underlying securities. Accordingly, an allowance for credit losses was deemed unnecessary for these securities as of September 27, 2025.

Accrued interest receivable related to our marketable securities was nominal as of September 27, 2025, and September 28, 2024. No accrued interest receivables were written off during fiscal 2025, and fiscal 2024.

4. Revenue and Geographic Information

Disaggregation of Revenue

Revenue by geographical region also includes the applicable service revenue for software upgrades and cloud-based services attributable to each region, is as follows:

	September 27, 2025	September 28, 2024	September 30, 2023
(In thousands)			
Americas	\$ 922,941	\$ 1,004,770	\$ 1,048,245
Europe, Middle East and Africa ("EMEA")	441,177	430,428	518,179
Asia Pacific ("APAC")	79,158	82,858	88,831
Total revenue	\$ 1,443,276	\$ 1,518,056	\$ 1,655,255

Revenue is attributed to individual countries also includes the applicable service revenue for software upgrades and cloud-based services attributable to each country. Revenue by significant countries is as follows:

	September 27, 2025	September 28, 2024	September 30, 2023
(In thousands)			
United States	\$ 855,740	\$ 930,286	\$ 971,151
Other countries	587,536	587,770	684,104
Total revenue	\$ 1,443,276	\$ 1,518,056	\$ 1,655,255

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Revenue by product category also includes the applicable service revenue for software upgrades and cloud-based services attributable to each product category. Revenue by major product category is as follows:

(In thousands)	September 27, 2025	September 28, 2024	September 30, 2023
Sonos speakers	\$ 1,121,808	\$ 1,169,604	\$ 1,293,440
Sonos system products	249,237	267,744	285,064
Partner products and other revenue	72,231	80,708	76,751
Total revenue	<u>\$ 1,443,276</u>	<u>\$ 1,518,056</u>	<u>\$ 1,655,255</u>

5. Balance Sheet Components

The following tables show the Company's balance sheet component details.

Accounts Receivable Allowances

The following table summarizes changes in the allowance for credit losses for fiscal 2025, 2024 and 2023:

(In thousands)	September 27, 2025	September 28, 2024	September 30, 2023
Beginning balance	\$ 2,619	\$ 2,711	\$ 2,744
Increases	382	1,188	1,561
Write-offs	(101)	(1,280)	(1,594)
Ending balance	<u>\$ 2,900</u>	<u>\$ 2,619</u>	<u>\$ 2,711</u>

The following table summarizes the changes in the allowance for sales incentives for fiscal 2025, 2024 and 2023:

(In thousands)	September 27, 2025	September 28, 2024	September 30, 2023
Beginning balance	\$ 49,122	\$ 29,075	\$ 23,573
Charged to revenue	198,759	183,144	139,657
Utilization of sales incentive allowance	(184,683)	(163,097)	(134,155)
Ending balance	<u>\$ 63,198</u>	<u>\$ 49,122</u>	<u>\$ 29,075</u>

Inventories

Inventories consist of the following:

(In thousands)	September 27, 2025	September 28, 2024
Finished goods	\$ 153,485	\$ 199,825
Components	17,535	31,680
Inventories	<u>\$ 171,020</u>	<u>\$ 231,505</u>

The Company writes down inventory as a result of excess and obsolete inventories, or when it believes that the net realizable value of inventories is less than the carrying value. As of September 27, 2025, and September 28, 2024, inventory write-downs were \$41.2 million and \$33.3 million, respectively.

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Property and Equipment, Net

Property and equipment, net consist of the following:

	September 27, 2025	September 28, 2024
(In thousands)		
Tooling and production line test equipment	\$ 106,296	\$ 106,174
Product displays	80,545	77,074
Leasehold improvements	45,842	52,112
Computer hardware, equipment, and software	31,852	39,163
Furniture and fixtures	5,403	5,724
Total property and equipment	269,938	280,247
Accumulated depreciation and amortization	(197,661)	(178,099)
Property and equipment, net	\$ 72,277	\$ 102,148

Depreciation expense was \$49.6 million, \$46.4 million and \$42.7 million for fiscal 2025, 2024 and 2023, respectively. During fiscal 2025, 2024 and 2023, the Company abandoned and disposed of gross fixed assets of \$35.6 million, \$59.9 million and \$21.3 million, with accumulated depreciation of \$28.8 million, \$55.5 million and \$21.1 million, respectively. Disposals of fixed assets were recorded in cost of revenue and operating expenses in the consolidated statements of operations and comprehensive loss and resulted in losses of \$6.8 million and \$4.4 million for fiscal 2025 and 2024, respectively, and nominal losses for fiscal 2023.

Property and equipment, net by country as of September 27, 2025, and September 28, 2024 were as follows:

	September 27, 2025	September 28, 2024
(In thousands)		
China	\$ 22,320	\$ 31,653
United States	21,988	32,647
Other countries	27,969	37,848
Property and equipment, net	\$ 72,277	\$ 102,148

Intangible Assets

In the first quarter of fiscal year 2025, the Company determined that the underlying project related to the in-process research and development from the acquisition of Mayht Holding BV ("Mayht") was completed. As a result, the acquired \$73.8 million of in-process research and development was reclassified as definite-lived developed technology and is being amortized over its estimated economic life of 7 years.

The following table reflects the changes in the net carrying amount of the components of intangible assets associated with the Company's acquisition activity:

	September 27, 2025				
	Gross Carrying Amount	Accumulated Amortization	Foreign Currency Translation	Net Carrying Value	Weighted-Average Remaining Life
(In thousands, except weighted-average remaining life)					
Tradename	\$ 451	\$ (264)	\$ 16	\$ 203	2.50
Technology-based	94,419	(19,266)	-	75,153	5.73
Total intangible assets	\$ 94,870	\$ (19,530)	\$ 16	\$ 75,356	5.73

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	September 28, 2024				
	Gross Carrying Amount	Accumulated Amortization	Foreign Currency Translation	Net Carrying Value	Weighted-Average Remaining Life
<i>(In thousands, except weighted-average remaining life)</i>					
Tradename	\$ 451	\$ (188)	\$ 7	\$ 270	3.50
Technology-based	31,480	(17,484)	-	13,996	4.52
Total finite-lived intangible assets	31,931	(17,672)	7	14,266	4.51
In-process research and development and other intangible assets not subject to amortization	73,770	-	-	73,770	
Total intangible assets	<u>\$ 105,701</u>	<u>\$ (17,672)</u>	<u>\$ 7</u>	<u>\$ 88,036</u>	

The following table summarizes the estimated future amortization expense of the Company's intangible assets as September 27, 2025:

Fiscal years ending <i>(In thousands)</i>	Future Amortization Expense
2026	\$ 13,585
2027	13,570
2028	13,450
2029	12,453
2030 and thereafter	22,298
Total future amortization expense	<u>\$ 75,356</u>

Cloud Computing Arrangements

Capitalized costs to implement cloud computing arrangements net of accumulated amortization are reported as a component of other noncurrent assets on the Company's consolidated balance sheets and were as follows:

	September 27, 2025	September 28, 2024
<i>(In thousands)</i>		
Cloud computing implementation costs	\$ 27,411	\$ 25,038
Less: accumulated amortization	13,320	9,697
Cloud computing implementation costs, net	<u>\$ 14,091</u>	<u>\$ 15,341</u>

Amortization expenses for implementation costs for cloud-based computing arrangements for fiscal 2025, fiscal 2024 and fiscal 2023 were \$3.6 million, \$3.5 million and \$3.7 million, respectively.

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Accrued Expenses

Accrued expenses consisted of the following:

(In thousands)	September 27, 2025	September 28, 2024
Accrued inventory and supply chain costs	\$ 37,780	\$ 34,204
Accrued taxes	10,133	19,084
Accrued advertising and marketing	12,429	12,893
Accrued general and administrative expenses	8,923	10,870
Accrued product development	5,912	4,338
Other accrued payables	3,917	6,394
Total accrued expenses	\$ 79,094	\$ 87,783

Deferred Revenue

Amounts invoiced in advance of revenue recognition are recorded as deferred revenue on the consolidated balance sheets. For fiscal 2025, and fiscal 2024, deferred revenue included revenue allocated to unspecified software upgrades and cloud-based services of \$80.5 million and \$81.5 million, respectively, as well as current deferred revenue related to newly launched products sold to resellers not recognized as revenue until the date of general availability was reached.

The following table presents the changes in the Company's deferred revenue balances for the fiscal years ended September 27, 2025, September 28, 2024, and September 30, 2023:

(In thousands)	September 27, 2025	September 28, 2024	September 30, 2023
Deferred revenue, beginning of period	\$ 82,877	\$ 80,838	\$ 83,470
Recognition of revenue included in beginning of period deferred revenue	(20,086)	(19,111)	(27,057)
Revenue deferred, net of revenue recognized on contracts in the respective period	18,433	21,150	24,425
Deferred revenue, end of period	\$ 81,224	\$ 82,877	\$ 80,838

The Company expects the following recognition of deferred revenue as of fiscal year ending 2025:

(In thousands)	For the fiscal years ending					Total
	2026	2027	2028	2029	2030 and Beyond	
Revenue expected to be recognized	\$ 21,771	\$ 18,348	\$ 15,226	\$ 11,658	\$ 14,221	\$ 81,224

Other Current Liabilities

Other current liabilities consist of the following:

(In thousands)	September 27, 2025	September 28, 2024
Reserve for returns	\$ 20,383	\$ 20,304
Warranty liability	10,002	10,565
Short-term operating lease liabilities	6,335	7,551
Other	9,387	7,857
Total other current liabilities	\$ 46,107	\$ 46,277

The following table presents the changes in the Company's warranty liability for the fiscal years ended September 27, 2025, and September 28, 2024:

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	September 27, 2025	September 28, 2024
(In thousands)		
Warranty liability, beginning of period	\$ 10,565	\$ 7,466
Provision for warranties issued during the period	12,324	17,689
Settlements of warranty claims during the period	(12,887)	(14,590)
Warranty liability, end of period	\$ 10,002	\$ 10,565

6. Leases

The components of lease expense were as follows:

	Fiscal Years Ended		
	September 27, 2025	September 28, 2024	September 30, 2023
(In thousands)			
Operating lease cost	\$ 8,307	\$ 13,565	\$ 12,324
Short-term lease cost	602	873	340
Variable lease cost	4,827	5,193	5,480
Total lease cost	\$ 13,736	\$ 19,631	\$ 18,144

The following table summarizes the maturity of lease liabilities under operating leases as of fiscal year ending 2025:

Fiscal years ending	Operating leases
(In thousands)	
2026	\$ 9,485
2027	8,941
2028	8,301
2029	7,862
2030	8,058
Thereafter	33,209
Total lease payments	75,856
Less imputed interest	(16,233)
Total lease liabilities	\$ 59,623

7. Debt

On October 13, 2021, the Company entered into a Revolving Credit Agreement with JPMorgan Chase Bank, N.A., as the administrative agent, and Bank of America N.A., Morgan Stanley Senior Funding, Inc., and Goldman Sachs Bank USA as the other lenders party thereto (the "Revolving Credit Agreement"). The Revolving Credit Agreement provides for (i) a five-year senior secured revolving credit facility in the amount of up to \$100.0 million and (ii) an uncommitted incremental facility subject to certain conditions. Proceeds are to be used for working capital and general corporate purposes. In June 2023, the Company amended the Revolving Credit Agreement, replacing prior references to LIBOR with references to SOFR as a result of the discontinuation of LIBOR. The facility may be drawn as an Alternative Base Rate Loan (at 1.00% plus an applicable margin) or Term Benchmark Loan (at the Term SOFR Rate, plus the applicable Term SOFR Adjustment ranging from 0.11% to 0.43%, plus an applicable margin (in total, "Adjusted Term SOFR")). The Company must also pay (i) an unused commitment fee ranging from 0.200% to 0.275% per annum of the average daily unused portion of the aggregate revolving credit commitment under the agreement and (ii) a per annum fee equal to the applicable margin over Adjusted Term SOFR multiplied by the aggregate face amount of outstanding letters of credit. As of September 27, 2025, the Company did not have any outstanding borrowings and had \$2.4 million in undrawn letters of credit that reduce the availability under the Revolving Credit Agreement. In October 2025, the Revolving Credit Agreement was amended. See Note 14. Subsequent Event for additional information.

The Company's obligations under the Revolving Credit Agreement are secured by substantially all of the Company's assets. The Revolving Credit Agreement contains customary representations and warranties, customary affirmative and negative covenants, a financial covenant that is tested quarterly and requires the Company to maintain a certain consolidated leverage ratio, and customary events of default. As of September 27, 2025, the Company was in compliance with all financial covenants under the Revolving Credit Agreement.

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8. Stockholders' Equity

Share Repurchase Program

On November 15, 2023, the Board of Directors (the "Board") authorized a common stock repurchase program of up to \$200.0 million (the "2023 Stock Repurchase Program"). On February 24, 2025, the Board authorized a new common stock repurchase program of up to \$150.0 million (the "2025 Stock Repurchase Program") resulting in the expiration of the \$11.1 million remaining under the 2023 Stock Repurchase Program.

During fiscal 2025, the Company repurchased 5,689,219 shares for an aggregate purchase price of \$80.3 million and at an average price of \$14.12 per share under the 2023 Stock Repurchase Program and 2025 Stock Repurchase Program. Aggregate purchase price and average price per share exclude commission and excise tax. The Company's share repurchases in excess of issuances are subject to a 1% excise tax enacted by the Inflation Reduction Act. Any excise tax incurred is recognized as part of the cost basis of the shares acquired in the consolidated statements of equity. As of September 27, 2025, the Company had \$129.6 million available for share repurchases under the 2025 Stock Repurchase Program.

Treasury stock during fiscal 2025, included 2,027,360 shares withheld to satisfy employees' tax withholding requirements in connection with vesting of stock awards. Additionally, during fiscal 2025, the Company retired 6,210,511 shares of treasury stock.

9. Stock-based Compensation

2018 Equity Incentive Plan

In July 2018, the Board adopted the 2018 Equity Incentive Plan (the "2018 Plan"). The 2018 Plan became effective in connection with the Company's initial public offering. The number of shares reserved for issuance under the 2018 Plan increases automatically on January 1 of each year beginning in 2019 and continuing through 2028 by a number of shares of common stock equal to the lesser of (x) 5% of the total outstanding shares of the Company's common stock and common stock equivalents as of the immediately preceding December 31 (rounded to the nearest whole share) and (y) a number of shares determined by the Company's the Board. As of September 27, 2025, there were 45,881,799 shares reserved for future issuance under the 2018 Plan.

Stock Options

Pursuant to the 2018 Plan, the Company issues stock options to employees and directors. The option price, number of shares and grant date are determined at the discretion of the Board. For so long as the option holder performs services for the Company, the options generally vest over 48 months, on a monthly or quarterly basis, with certain options subject to an initial annual cliff vest, and are exercisable for a period not to exceed ten years from the date of grant. The Company's policy for issuing stock upon stock option exercise is to issue new common stock.

The summary of the Company's stock option activity is as follows:

	Number of Options	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (In years)	Aggregate Intrinsic Value (In thousands)
Outstanding at September 28, 2024	7,082,389	\$ 14.24	2.8	\$ 210
Exercised	(329,674)	\$ 13.68		
Forfeited / expired	(1,207,830)	\$ 14.20		
Outstanding at September 27, 2025	<u>5,544,885</u>	\$ 14.28	1.5	\$ 5,850

The Company granted no options in fiscal 2025 and 2024. As of September 27, 2025 and September 28, 2024, respectively, all outstanding stock options had been vested and the Company had no unrecognized stock-based compensation expense related to stock options.

Restricted Stock Units

Pursuant to the 2018 Plan, the Company issues RSUs to employees and directors. RSUs generally vest quarterly over the service period, which is generally one to four years with certain awards subject to an initial annual cliff vest. The summary of the Company's RSU activity is as follows:

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	Number of Units	Weighted-Average Grant Date Fair Value	Aggregate Intrinsic Value
			(In thousands)
Outstanding at September 28, 2024	10,763,098	\$ 14.79	\$ 130,772
Granted	7,697,575	\$ 12.34	
Released	(5,709,048)	\$ 15.13	
Forfeited	(3,974,238)	\$ 13.63	
Outstanding at September 27, 2025	<u>8,777,387</u>	\$ 12.96	\$ 134,294
At September 27, 2025			
Units expected to vest	7,471,456	\$ 12.93	\$ 114,313

As of September 27, 2025 and September 28, 2024, the Company had \$78.1 million and \$115.4 million of unrecognized stock-based compensation expense related to RSUs, each of which are expected to be recognized over a weighted-average period of 2.3 years and 2.4 years, respectively.

Performance Stock Units

Pursuant to the 2018 Plan, the Company has issued and may issue certain PSUs that vest on the satisfaction of service and performance conditions. The number of outstanding PSUs is based on the target number of share awards. The number of shares vested at the end of the performance period is based on achievement of performance conditions and includes a performance adjustment to reflect the extent to which the corresponding performance goals have been achieved. The summary of the Company's PSU activity is as follows:

	Number of Units	Weighted-Average Grant Date Fair Value	Aggregate Intrinsic Value
			(In thousands)
Outstanding at September 28, 2024	684,080	\$ 18.37	\$ 8,312
Granted	339,837	\$ 11.53	
Released	(7,194)	\$ 17.54	
Performance adjustment	(121,250)	\$ 21.80	
Forfeited	(414,935)	\$ 16.71	
Outstanding at September 27, 2025	<u>480,538</u>	\$ 14.11	\$ 7,352

As of September 27, 2025 and September 28, 2024, the Company had \$3.3 million and \$0.2 million of unrecognized stock-based compensation expense related to PSUs, which is expected to be recognized over a weighted-average period of 1.3 years and 1.5 years, respectively.

Stock-based Compensation

Total stock-based compensation expense by function category was as follows:

	September 27, 2025	September 28, 2024	September 30, 2023
(In thousands)			
Cost of revenue	\$ 6,148	\$ 2,614	\$ 2,038
Research and development	37,060	37,913	35,530
Sales and marketing	15,932	17,499	15,677
General and administrative	27,110	26,268	23,612
Total stock-based compensation expense	<u>\$ 86,250</u>	<u>\$ 84,294</u>	<u>\$ 76,857</u>

For fiscal 2025, the Company incurred non-recurring stock-based compensation expenses related to restructuring activities.

10. Income Taxes

The Company's income (loss) before provision for income taxes for fiscal 2025, 2024 and 2023 were as follows:

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(In thousands)	September 27, 2025	September 28, 2024	September 30, 2023
Domestic	\$ (70,672)	\$ (56,661)	\$ (9,904)
Foreign	20,175	29,510	14,298
Income (loss) before provision for income taxes	<u>\$ (50,497)</u>	<u>\$ (27,151)</u>	<u>\$ 4,394</u>

Components of the provision for income taxes consisted of the following:

(In thousands)	September 27, 2025	September 28, 2024	September 30, 2023
Current:			
U.S. Federal	\$ 3,776	\$ 8,094	\$ 7,507
U.S. State	2,363	4,023	4,947
Foreign	4,500	17,798	2,810
Total current	<u>10,639</u>	<u>29,915</u>	<u>15,264</u>
Deferred:			
U.S. Federal	—	—	—
U.S. State	—	—	—
Foreign	8	(18,920)	(596)
Total deferred	<u>8</u>	<u>(18,920)</u>	<u>(596)</u>
Provision for income taxes	<u>\$ 10,647</u>	<u>\$ 10,995</u>	<u>\$ 14,668</u>

The Company is subject to income taxes in the United States and foreign jurisdictions in which it operates. The Company's tax provision is impacted by the jurisdictional mix of earnings as its foreign subsidiaries have statutory tax rates different from those in the United States. Accordingly, the Company's effective tax rate will vary depending on jurisdictional mix of earnings and changes in tax laws. For fiscal 2025, the Company's U.S. tax expense was adversely impacted by the requirement to capitalize and amortize research and development expenses under Section 174 of the U.S. Internal Revenue Code ("Section 174") as the Company recorded a current U.S. tax expense with no corresponding deferred tax benefit due to the valuation allowance maintained against its U.S. deferred tax assets.

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Components of the Company's deferred income tax assets and liabilities are as follows:

(In thousands)	September 27, 2025	September 28, 2024
Deferred tax assets		
Capitalized research & development	\$ 131,858	\$ 107,474
Research & development tax credit carryforwards	51,752	58,156
Accrued expenses and reserves	18,979	17,070
Deferred revenue	14,363	15,374
Operating lease liability	13,165	14,259
Other capitalized costs	12,448	12,030
Stock-based compensation	6,973	8,195
Foreign net operating loss carryforwards	5,293	5,783
Depreciation	4,098	2,991
U.S. net operating loss carryforwards	3,889	2,296
Other	370	592
Total deferred tax assets	263,188	244,220
Valuation allowance	(238,268)	(216,365)
Deferred tax assets, net of valuation allowance	24,920	27,855
Deferred tax liabilities		
Right-of-use asset	(9,788)	(10,955)
Intangibles	(2,675)	(3,392)
Capitalized inventory	(2,074)	(3,254)
Total deferred tax liabilities	(14,537)	(17,601)
Net deferred tax assets	\$ 10,383	\$ 10,254
Reported as		
Deferred tax assets	\$ 10,509	\$ 10,314
Deferred tax liabilities	(126)	(60)
Net deferred tax assets	\$ 10,383	\$ 10,254

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. A valuation allowance is provided to reduce the Company's deferred tax assets to amounts that are more-likely-than-not to be realized. The Company has assessed, on a jurisdictional basis, the realization of its net deferred tax assets, including the ability to carry back net operating losses, the existence of taxable temporary differences, the availability of tax planning strategies and available sources of future taxable income. The Company has concluded that based on cumulative taxable income and future taxable income that it is able to realize a benefit for net deferred tax assets in all non-U.S. jurisdictions. In addition, the Company has concluded that a valuation allowance on its net deferred tax assets in the U.S. continues to be appropriate considering cumulative taxable losses in recent years and uncertainty with respect to future taxable income. It is possible that within the next 12 months there may be sufficient positive evidence to release a portion or all of the remaining valuation allowance in the U.S. Release of the remaining valuation allowance would result in a benefit to income tax expense for the period the release is recorded, which could have a material impact on net earnings. The timing and amount of the potential valuation allowance release are subject to significant management judgment, as well as prospective earnings in the United States.

For fiscal 2025, the Company had gross state net operating loss carryforwards of \$58.2 million, which expire beginning in 2032, as well as \$37.8 million in foreign net operating loss carryforwards with an indefinite life. As of September 27, 2025, the Company also had U.S. federal research and development tax credit carryforwards as filed of \$30.1 million, and state research and development tax credit carryforwards as filed of \$50.2 million, which will expire beginning in 2042 and 2026, respectively. The federal and state research and development tax credits are shown net of uncertain tax positions and net of federal benefit, as applicable, in the components of the Company's deferred income tax assets and liabilities. For fiscal 2025, the increase in capitalized research and development relates to the requirement to capitalize research and development expenses under Section 174.

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Because of the change of ownership provisions of Sections 382 and 383 of the Internal Revenue Code, and similar state provisions, use of a portion of the Company's U.S. federal and state net operating loss and research and development tax credit carryforwards may be limited in future periods if there are future changes in ownership. Further, a portion of the carryforwards may expire before being applied to reduce future taxable income and income tax liabilities if sufficient taxable income is not generated in future periods.

The following table summarizes changes in the valuation allowance for fiscal 2025, 2024 and 2023:

(In thousands)	September 27, 2025	September 28, 2024	September 30, 2023
Beginning balance	\$ 216,365	\$ 185,840	\$ 162,267
Increase during the period	21,903	32,573	23,628
Decrease during the period	—	(2,048)	(55)
Ending balance	<u>\$ 238,268</u>	<u>\$ 216,365</u>	<u>\$ 185,840</u>

Reconciliation of U.S. statutory federal income taxes to the Company's provision for income taxes is as follows:

(In thousands)	September 27, 2025	September 28, 2024	September 30, 2023
U.S. federal income taxes at statutory rate	\$ (10,604)	\$ (5,702)	\$ 923
U.S. state and local income taxes, net of federal benefit and state credits	(4,619)	(2,496)	(841)
Foreign income tax rate differential	991	1,544	734
Stock-based compensation	5,068	2,726	104
Federal research and development tax credits	(5,081)	(8,240)	(7,591)
Unrecognized federal tax benefits	457	1,082	184
Change in tax rate	(190)	(188)	—
Global intangible low taxed income, net of foreign tax credits	715	944	1,234
Foreign -derived intangible income (FDII) deduction	(1,000)	(1,519)	(6,863)
Subpart F income	697	733	1,374
162(m) executive compensation limitation	1,923	1,496	2,513
Deferred adjustments	—	504	—
Intercompany IP sale	—	(10,412)	—
Other	387	(121)	(695)
Change in valuation allowance	21,903	30,644	23,592
Provision for income taxes	<u>\$ 10,647</u>	<u>\$ 10,995</u>	<u>\$ 14,668</u>

Change in gross unrecognized tax benefits, excluding interest and penalties, as a result of uncertain tax positions are as follows:

(In thousands)	September 27, 2025	September 28, 2024	September 30, 2023
Beginning balance	\$ 18,910	\$ 17,619	\$ 17,021
Increase (decrease) - tax positions in prior periods	(207)	147	(566)
Increase - tax positions in current periods	904	1,144	1,164
Ending balance	<u>\$ 19,607</u>	<u>\$ 18,910</u>	<u>\$ 17,619</u>

The Company does not anticipate changes to its unrecognized benefits within the next 12 months that would result in a material change to the Company's financial position. The unrecognized tax benefits as of September 27, 2025, would have no impact on the effective tax rate if recognized.

The Company conducts business in a number of jurisdictions and, as such, is required to file income tax returns in multiple jurisdictions globally. U.S. federal income tax returns for the 2021 tax year and earlier are no longer subject to examination by the

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U.S. Internal Revenue Service (the "IRS"). All U.S. federal and state net operating losses as well as research and development tax credits generated to date, including 2021 and earlier, used in open tax years are subject to adjustment by the IRS and state tax authorities.

The Company recognizes interest and penalties, if any, related to uncertain tax positions in income tax expense. There were no accrued interest or penalties as of September 27, 2025, and September 28, 2024.

As of September 27, 2025, the Company continues to assert that the unremitted earnings in our foreign subsidiaries are permanently reinvested and therefore no deferred taxes or withholding taxes have been provided. If, in the future, the Company decides to repatriate its \$16.3 million of undistributed earnings from these subsidiaries in the form of dividends or otherwise, the Company could be subject to withholding taxes payable at that time. Outside basis differences in the Company's foreign subsidiaries including unremitted earnings and any related taxes are not material.

On July 4, 2025, H.R.1, commonly referred to as the One Big Beautiful Bill Act ("OBBBA") was enacted. The legislation includes provisions such as accelerated cost recovery of qualified property, immediate expensing of U.S.-based research and development costs, and changes to the U.S. international taxation regime. The Company has evaluated the impact of the OBBBA and determined that it did not have a material effect on its fiscal 2025 consolidated financial statements.

11. Loss Per Share

Basic loss per share attributable to common stockholders is calculated by dividing loss attributable to common stockholders by the weighted-average number of shares of common stock outstanding less shares subject to repurchase. Diluted loss per share attributable to common stockholders adjusts the basic loss per share attributable to common stockholders and the weighted-average number of shares of common stock outstanding for the potentially dilutive impact of stock awards, using the treasury stock method.

The following table sets forth the computation of the Company's basic and diluted loss per share attributable to common stockholders:

	September 27, 2025	September 28, 2024	September 30, 2023
<i>(In thousands, except share and per share data)</i>			
Numerator:			
Net loss - basic and diluted	\$ (61,144)	\$ (38,146)	\$ (10,274)
Denominator:			
Weighted-average shares of common stock - basic and diluted	120,753,102	123,218,532	127,702,885
Loss per share:			
Loss per share - basic and diluted	\$ (0.51)	\$ (0.31)	\$ (0.08)

The following potentially dilutive shares as of the end of each period presented were excluded from the computation of diluted loss per share for the periods presented because including them would have been antidilutive:

	September 27, 2025	September 28, 2024	September 30, 2023
Stock options to purchase common stock	6,438,320	7,756,572	9,449,904
Restricted stock units	12,387,375	12,613,434	9,742,444
Performance stock units	246,812	83,998	149,991
Total	19,072,507	20,454,004	19,342,339

12. Commitments and Contingencies

Commitments to suppliers

The Company utilizes contract manufacturers to build its products. These contract manufacturers acquire components and build products based on demand forecast information the Company supplies, which typically covers twelve months. Consistent with industry practice, the Company acquires inventories from such manufacturers through blanket purchase orders which are based on projected demand information and availability of goods. Such purchase commitments typically cover the Company's forecasted product and manufacturing requirements for periods that range a number of months. In certain instances, these agreements allow the Company the option to cancel, reschedule, and/or adjust our requirements based on its business needs for a period of time before the order is due to be fulfilled. The Company's purchase orders typically are not cancellable in the event of a demand plan change or other circumstances, such as where the supplier has procured unique, Sonos-specific designs, and/or specific non-cancellable, non-returnable components based on our provided forecasts.

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The expected commitments are subject to change as a result of fluctuations in the demand forecast, as well as ongoing negotiations with contract manufacturers and suppliers. These commitments are related to components that can be specific to Sonos products and comprised 1) indirect obligations to third-party manufacturers and suppliers, 2) the inventory owned by contract manufacturers procured to manufacture Sonos products, and 3) purchase commitments made by contract manufacturers to their upstream suppliers.

Legal Proceedings

From time to time, the Company is involved in legal proceedings in the ordinary course of business, including claims relating to employee relations, business practices, and patent infringement. Litigation can be expensive and disruptive to normal business operations. Moreover, the results of complex legal proceedings are difficult to predict, and the Company's view of these matters may change in the future as the litigation and events related thereto unfold. The Company expenses legal fees as incurred. The Company records a provision for contingent losses when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. An unfavorable outcome to any legal matter, if material, could have an adverse effect on the Company's operations or its financial position, liquidity or results of operations.

The Company's Lawsuits Against Google:

On January 7, 2020, the Company filed a complaint with the U.S. International Trade Commission ("ITC") against Alphabet Inc. ("Alphabet") and Google LLC ("Google") and a counterpart lawsuit in the U.S. District Court for the Central District of California against Google. The complaint and lawsuit each allege infringement by Alphabet and Google of certain Sonos patents related to its smart speakers and related technology. The counterpart lawsuit was stayed pending completion of the ITC investigation and appeal thereof. The ITC concluded its investigation in January 2022, finding all five of the Company's asserted patents to be valid and infringed by Google, and further finding that one redesign per patent proposed by Google would avoid infringement. The ITC issued a limited exclusion order and a cease-and-desist order with respect to Google's infringing products. The Company and Google each appealed the ITC's determination, which was upheld in its entirety by the appeals court. The stay in the counterpart lawsuit has been lifted. Google moved to file counterclaims on two of its own patents related to device setup and the court has added those patents to the case. No trial date has been set.

On September 29, 2020, the Company filed another lawsuit against Google alleging infringement of additional Sonos patents and seeking monetary damages and other non-monetary relief. A jury trial was held in May 2023, which found one Sonos patent to be infringed and another Sonos patent not infringed, and returned an award of \$32.5 million based on a royalty rate of \$2.30 per infringing unit. After trial, the court held Sonos' patents unenforceable under the doctrine of prosecution laches and invalid as a result of amendments made during prosecution. In September 2025, the Federal Circuit overturned the lower court decision that had invalidated the jury verdict against Google, and is now set to decide the post-trial motions, including the Company's motion for injunctive relief and additional damages.

Google's Lawsuits Against the Company:

On June 11, 2020, Google filed a lawsuit in the U.S. District Court for the Northern District of California against the Company alleging infringement by the Company of five Google patents and seeking monetary damages and other non-monetary relief. All five of these patents have since been found invalid or non-infringed by the Court or by the U.S. Patent and Trademark Office or have been withdrawn from the case by Google. The Court has now entered final judgment for Sonos and against Google. Google has appealed the non-infringement rulings.

On August 8, 2022, Google filed two complaints with the ITC against the Company and two counterpart lawsuits in the Northern District of California against the Company, collectively alleging infringement by the Company of seven Google patents generally related to wireless charging, device setup, and voice control, and seeking monetary damages and other non-monetary relief. The counterpart lawsuits are stayed pending completion of the ITC investigations. In the first ITC investigation, the ITC terminated the investigation as to one Google patent as a result of the expiration of that Google patent and determined the other two Google patents to be invalid as indefinite, thus concluding the first investigation. Google has appealed this first ITC determination. The second ITC investigation concluded in December 2023 with a final determination of no violation by the Company. Google did not appeal this determination.

Implicit

On March 10, 2017, Implicit, LLC ("Implicit") filed a patent infringement action in the United States District Court, District of Delaware against the Company. Implicit is asserting that the Company has infringed on certain claims of two patents in this case. The Company denies the allegations. The claims at issue have been held unpatentable by the U.S. Patent and Trademark Office. Implicit has appealed this ruling, which is currently scheduled to be heard by the appeals court in 2025. A range of loss, if any, associated with this matter is not probable or reasonably estimable as of September 27, 2025.

SONOS, INC.
Notes to Consolidated Financial Statements

The Company is involved in certain other litigation matters not listed above but does not consider these matters to be material either individually or in the aggregate at this time. The Company's view of the matters not listed may change in the future as the litigation and events related thereto unfold.

Guarantees and Indemnifications

In the normal course of business, the Company enters into agreements that contain a variety of representations and warranties and provide for general indemnification. The Company's exposure under these agreements is unknown because it involves claims that may be made against the Company in the future, but have not yet been made. To date, the Company has not incurred material costs to defend lawsuits or settle claims related to these indemnification provisions. The Company has also entered into indemnification agreements with its directors and officers that may require the Company to indemnify its directors and officers against liabilities that may arise by reason of their status or service as directors or officers to the fullest extent permitted by the Delaware General Corporation Law. The Company also currently has directors' and officers' insurance. No amount has been accrued in the consolidated financial statements with respect to these indemnification guarantees.

13. Restructuring and Other Charges

The Company started a cost transformation initiative in the second half of fiscal 2024 with the goal of optimizing investments for sustainable, long-term growth. This included the August 14, 2024 initiation of a restructuring plan (the "2024 restructuring plan") that involved a reduction in force of approximately 6% of its employees and a reduction to its real estate footprint. In furtherance of this initiative, the Company announced a subsequent restructuring on February 5, 2025, including a reduction in force involving approximately 12% of its employees (the "2025 restructuring plan"). This cost transformation also involved non-recurring charges related to rationalization of its product roadmap and costs related to write-offs of assets no longer in use. Furthermore, in January 2025, Patrick Spence stepped down from his role as Chief Executive Officer ("CEO") and as a member of the Board, resulting in the Company incurring costs related to this transition, which are also included in restructuring and other charges.

The following table summarizes the components of restructuring and other charges:

(in thousands)	Fiscal Year Ended	
	September 27, 2025	September 28, 2024
Cash restructuring charges:		
Employee-related costs	\$ 19,486	\$ 7,371
Other restructuring costs ⁽¹⁾	2,084	2,278
Total cash charges	\$ 21,570	\$ 9,649
Non-cash charges:		
Stock-based awards ⁽²⁾	\$ 4,687	\$ —
Asset write-offs	7,233	2,204
Total non-cash charges	\$ 11,920	\$ 2,204
Total restructuring and other charges	\$ 33,490	\$ 11,853

⁽¹⁾ Other restructuring charges include estimated costs primarily related to rationalization of the Company's product roadmap.

⁽²⁾ Non-cash charges for stock-based awards were related to modifications for equity awards primarily in connection with the CEO transition. These modifications included accelerated vesting of certain RSUs and an extension of the post-termination exercise period for certain stock options.

SONOS, INC.
Notes to Consolidated Financial Statements

The following table summarizes restructuring and other charges recorded in the Company's consolidated statements of operations and comprehensive loss:

(in thousands)	September 27, 2025	September 28, 2024
Cost of revenue	\$ 3,420	\$ —
Research and development	12,555	5,743
Sales and marketing	9,779	2,770
General and administrative	7,736	3,340
Total restructuring and other charges	<u>\$ 33,490</u>	<u>\$ 11,853</u>

The following table summarizes the Company's restructuring and other charges recorded in accrued expenses and accrued compensation within the consolidated balance sheets:

(in thousands)	Employee Related Costs	Other Restructuring Costs	Total
Balance as of September 28, 2024 ⁽¹⁾	\$ 2,152	\$ 1,037	\$ 3,189
Restructuring charges	19,486	2,084	21,570
Cash paid	(21,144)	(2,835)	(23,979)
Balance as of September 27, 2025	<u>\$ 494</u>	<u>\$ 286</u>	<u>\$ 780</u>

⁽¹⁾ Balance as of September 28, 2024, relates to activities under the 2024 restructuring plan.

Note 14. Subsequent Event

In October 2025, the Company entered into Amendment No. 2 ("Amendment No. 2") to the Revolving Credit Agreement with JPMorgan Chase Bank, N.A., KeyBank National Association and Goldman Sachs Bank USA. Amendment No. 2 extended the maturity date of the credit facility from October 2026 to October 2030 and reduced the borrowing capacity from \$100.0 million to \$80.0 million.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including the Chief Executive Officer and Chief Financial Officer, we have evaluated the effectiveness of our disclosure controls and procedures as required under Rule 13a-15(b) under the Securities Exchange Act of 1934, as amended (“Exchange Act”) as of September 27, 2025. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that these disclosure controls and procedures are effective as of September 27, 2025.

Management’s Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as such term is defined in Exchange Act Rule 13a-15(f).

Our Chief Executive Officer and Chief Financial Officer, with assistance from other members of management, assessed the effectiveness of our internal control over financial reporting as of September 27, 2025, based on the framework and criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, our management concluded that our internal control over financial reporting was effective as of September 27, 2025.

The effectiveness of our internal control over financial reporting as of September 27, 2025, has been audited by KPMG LLP, an independent registered public accounting firm, as stated in their report which appears in Item 15(a) of this Annual Report on Form 10-K.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting in management's evaluation pursuant to Rule 13a-15(f) during the quarter ended September 27, 2025, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information

(a) On November 11, 2025, the Company and Nick Millington, the Company's Chief Innovation Officer, agreed that Mr. Millington's role with the Company will no longer include executive officer responsibilities, effective immediately. Mr. Millington will remain the Company's Chief Innovation Officer and continue to focus on critical engineering projects at the Company.

(b) On August 14, 2025, Julius Genachowski, Chairperson and a member of our Board of Directors, adopted a trading plan intended to satisfy the requirements of Rule 10b5-1(c). The plan provides that Mr. Genachowski may sell up to 47,652 shares of common stock underlying options granted under our equity incentive plan. The plan terminates on the earlier of the date all shares under the plan are sold or November 5, 2027.

On September 5, 2025, Eddie Lazarus, the Company's Chief Legal and Business Development Officer, adopted a trading plan intended to satisfy the requirements of Rule 10b5-1(c). The plan provides that Mr. Lazarus may sell up to 12,000 shares of common stock. The plan terminates on the earlier of the date all shares under the plan are sold or September 4, 2026.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information required by this item is included under the captions "Board of Directors and Corporate Governance," "Proposal One: Election of Directors," "Executive Officers" and "Delinquent Section 16(a) Reports" included in our definitive Proxy Statement for the 2026 Annual Meeting of Stockholders to be filed with the SEC within 120 days after the end of our year ended September 27, 2025, and is incorporated herein by reference.

Item 11. Executive Compensation

The information required by this item is included under the captions "Board of Directors and Corporate Governance" and "Executive Compensation" in our definitive Proxy Statement for the 2026 Annual Meeting of Stockholders to be filed with the SEC within 120 days after the end of our year ended September 27, 2025, and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this item is included under the captions "Equity Compensation Plan Information" and "Security Ownership of Certain Beneficial Owners and Management" in our definitive Proxy Statement for the 2026 Annual Meeting of Stockholders to be filed with the SEC within 120 days after the end of our year ended September 27, 2025, and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this item is included under the captions "Board of Directors and Corporate Governance" and "Certain Relationships and Related Party Transactions" in our definitive Proxy Statement for the 2026 Annual Meeting of Stockholders to be filed with the SEC within 120 days after the end of our year ended September 27, 2025, and is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services

The information required by this item is included under the caption "Proposal Two: Ratification of Appointment of Independent Registered Public Accounting Firm" in our definitive Proxy Statement for the 2026 Annual Meeting of Stockholders to be filed with the SEC within 120 days after the end of our year ended September 27, 2025, and is incorporated herein by reference.

PART IV

Item 15. Exhibits, Financial Statement Schedules

(a)(1) Financial Statements

The information concerning Sonos' consolidated financial statements and the Report of Independent Registered Public Accounting Firm required by this Item 15(a)(1) is incorporated by reference herein to the section of this Annual Report on Form 10-K in Part II, Item 8, titled "Financial Statements and Supplementary Data."

(a)(2) Financial Statement Schedules

All financial statement schedules have been omitted as the information is not required under the related instructions or is not applicable or because the information required is already included in the consolidated financial statements or the notes to those consolidated financial statements.

(a)(3) Exhibits

We have filed, or incorporated into this Annual Report on Form 10-K by reference, the exhibits listed on the accompanying Exhibit Index immediately preceding the signature page of this Annual Report on Form 10-K.

EXHIBIT INDEX

Exhibit Number	Exhibit Title	Incorporated By Reference				Filed or Furnished Herewith
		Form	File No.	Exhibit	Filing Date	
3.1	Restated Certificate of Incorporation	10-Q	001-38603	3.1	5/8/2025	
3.2	Restated Bylaws	10-Q	001-38603	3.2	5/8/2025	
4.1	Form of Common Stock Certificate	S-1	333-226076	4.01	7/6/2018	
4.2	Amended and Restated Investor Rights Agreement, dated as of July 18, 2012, by and among the Registrant and certain investors of the Registrant	S-1	333-226076	4.02	7/6/2018	
4.3	Description of Securities	10-K	001-38603	4.3	11/26/19	
10.1+	Form of Indemnification Agreement entered into between Sonos, Inc. and each of its directors and executive officers	S-1	333-226076	10.01	7/6/2018	
10.2+	2003 Stock Plan, as amended, and forms of agreement thereunder	S-1	333-226076	10.02	7/6/2018	
10.3+	2018 Equity Incentive Plan and forms of agreement thereunder	10-Q	001-38603	10.1	8/12/2021	
10.4+	2018 Employee Stock Purchase Plan and form of subscription agreement	S-1	333-226076	10.04	7/6/2018	
10.5+	Offer Letter between Patrick Spence and the Registrant, dated May 25, 2012	S-1	333-226076	10.05	7/6/2018	
10.6+	Offer Letter between Nicholas Millington and the Registrant, dated February 27, 2003	10-K	001-38603	10.9	11/28/2018	
10.7+	Executive Incentive Plan	10-Q	001-38603	10.1	2/7/2019	
10.8+	Performance Share Award Agreement between Patrick Spence and the Registrant, dated May 28, 2020	10-Q	001-38603	10.1	8/6/2020	
10.9+	Offer Letter between Edward Lazarus and the Registrant, dated December 5, 2018	10-Q	001-38603	10.1	2/6/2020	
10.10+	Form of Performance Share Award Agreement under 2018 Equity Incentive Plan	10-Q	001-38603	10.1	2/11/2021	
10.11+	Offer Letter between Saori Casey and the Registrant dated January 3, 2024	10-Q	001-38603	10.1	5/8/2024	
10.12+	Form of Restricted Stock Unit Award Agreement between Saori Casey and the Registrant	10-Q	001-38603	10.2	5/8/2024	
10.13+	Form of Performance Share Award Agreement between Saori Casey and the Registrant	10-Q	001-38603	10.3	5/8/2024	

10.14+	Offer Letter between Tom Conrad and the Registrant dated July 22, 2025	8-K	001-38603	10.1	7/23/2025	
10.15+	Letter Agreement between Tom Conrad and the Registrant	8-K	001-38603	10.2	1/13/2025	
10.16+	Form of Restricted Stock Unit Award Agreement between Tom Conrad and the Registrant					X
10.17+	Performance Share Award Agreement between Tom Conrad and the Registrant dated August 7, 2025					X
10.18+	Offer Letter between Shamayne Braman and the Registrant dated August 20, 2021	10-K	001-38603	10.13	11/20/2023	
10.19+	Severance Agreement between Shamayne Braman and the Registrant dated August 7, 2025					X
10.20+	Transition Agreement between Patrick Spence and the Registrant dated January 12, 2025	8-K	001-38603	10.1	1/13/2025	
19	Insider Trading Policy	10-K	001-38603	19	11/15/2024	
21.1	List of subsidiaries of the Registrant	S-1	333-226076	21.01	7/6/2018	
23.1	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm					X
23.2	Consent of KPMG LLP, Independent Registered Public Accounting Firm					X
24.1	Power of Attorney (incorporated by reference to the signature page of this Annual Report on Form 10-K)					X
31.1	Certification of Chief Executive Officer pursuant to Rules 13a-14(a) and Rule 15d-14(a) of the Exchange Act					X
31.2	Certification of Chief Financial Officer pursuant to Rules 13a-14(a) and Rule 15d-14(a) of the Exchange Act					X
32.1*	Certification of Chief Executive Officer pursuant to Rule 13a-14(b) of the Exchange Act and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					X
32.2*	Certification of Chief Financial Officer pursuant to Rule 13a-14(b) of the Exchange Act and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					X
97+	Sonos, Inc. Clawback Policy	10-K	001-38603	97	11/20/2023	
101.INS	XBRL Instance Document					X
101.SCH	XBRL Taxonomy Extension Schema Document					X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document					X
101.LAB	XBRL Taxonomy Extension Label Linkbase Document					X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document					X
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in the Exhibit 101 attachments)					X

* Furnished and not filed.

+ Indicates a management contract or compensatory plan or arrangement.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Sonos, Inc.

Date: November 14, 2025

By: _____
/s/ Tom Conrad
Tom Conrad
Chief Executive Officer and Director
(Principal Executive Officer)

Date: November 14, 2025

By: _____
/s/ Saori Casey
Saori Casey
Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints Tom Conrad, Saori Casey, and each of them, such individual's true and lawful attorneys-in-fact and agents with full power of substitution, for such individual and in such individual's name, place and stead, in any and all capacities, to sign any amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such individual might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitute or substitutes, may lawfully do or cause to be done or by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this Annual Report on Form 10-K has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
/s/ Tom Conrad Tom Conrad	Chief Executive Officer and Director <i>(Principal Executive Officer)</i>	November 14, 2025
/s/ Saori Casey Saori Casey	Chief Financial Officer <i>(Principal Financial Officer and Principal Accounting Officer)</i>	November 14, 2025
/s/ Hugo Barra Hugo Barra	Director	November 14, 2025
/s/ Karen Boone Karen Boone	Director	November 14, 2025
/s/ Joanna Coles Joanna Coles	Director	November 14, 2025
/s/ Bracken Darrell Bracken Darrell	Director	November 14, 2025
/s/ Julius Genachowski Julius Genachowski	Director and Chairperson of the Board of Directors	November 14, 2025
/s/ Jonathan Mildenhall Jonathan Mildenhall	Director	November 14, 2025

NOTICE OF RESTRICTED STOCK UNIT AWARD**SONOS, INC.****2018 EQUITY INCENTIVE PLAN (CEO GRANT)**

Unless otherwise defined herein, the terms defined in the Sonos, Inc. (the “*Company*”), 2018 Equity Incentive Plan (as amended from time to time, the “*Plan*”) shall have the same meanings in this Notice of Restricted Stock Unit Award (the “*Notice*”) and the attached Award Agreement, including the International Supplement attached thereto (the “*Supplement*”) (which is generally applicable to you if you live or work outside the United States) and any special terms and conditions for your country set forth therein (collectively, the “*RSU Agreement*”). You (“*you*”) have been granted an award of Restricted Stock Units (“*RSUs*”) under the Plan subject to the terms and conditions of the Plan, this Notice and the attached RSU Agreement. Each RSU represents the conditional right to receive, without payment but subject to the terms, conditions and limitations set forth in this Notice, the RSU Agreement and in the Plan, one Share, subject to adjustment pursuant to Section 2.6 of the Plan in respect of transactions or events occurring after the Date of Grant.

Name:	Tom Conrad
Grant ID	[Client Grant ID]
Number of RSUs:	[Number of RSUs Granted]
Date of Grant:	[Date of Grant]

Vesting Schedule:
Vesting Acceleration:

See Appendix A

Notwithstanding the foregoing and anything contrary in the RSU Agreement or the Plan, if your Service is terminated by the Company or a successor corporation as a result of an Involuntary Termination (as defined below) within the period of time commencing two (2) months prior to a Corporate Transaction and ending twelve (12) months following a Corporate Transaction, to the extent that the RSUs are then outstanding, you shall also fully vest in the Accelerated RSUs (as defined below).

Notwithstanding anything contrary in the RSU Agreement or the Plan, if you are subject to an Involuntary Termination prior to a Corporate Transaction, your then-unvested RSUs shall remain outstanding for two (2) months, but shall not continue to vest following such Involuntary Termination, other than pursuant to the vesting acceleration described immediately above upon a Corporate Transaction that occurs within such period and other than as provided for in the Offer Letter between you and the Company dated July 22, 2025 (the “Offer Letter”).

“*Involuntary Termination*” means a Qualifying Termination (as defined in the Offer Letter); provided that such resignation or termination constitutes a “separation from service” within the meaning of Section 409A.

“*Cause*” has the meaning set forth in the Offer Letter.

“*Accelerated RSUs*” means 100% of the then-unvested RSUs.

This Grant Notice may be executed and delivered electronically, whether via the Company’s intranet or the Internet site of a third party or via email or any other means of electronic delivery specified by the Company. You acknowledge that the vesting of the RSUs pursuant to this Notice is earned only by continuing Service, but you understand that your employment or consulting relationship with the Company or a Parent, Subsidiary or Affiliate is for an unspecified duration, can be terminated at any time, and that nothing in this Notice of Grant, the RSU Agreement or the Plan changes the nature of that relationship. By accepting this award, you and the Company agree that this award is granted under and governed by the terms and conditions of the Plan, this Notice and the RSU Agreement. By accepting this award of RSUs, you consent to the electronic delivery and acceptance as further set forth in the RSU Agreement.

RESTRICTED STOCK UNIT AWARD AGREEMENT

SONOS, INC. 2018 EQUITY INCENTIVE PLAN

You have been granted Restricted Stock Units (“*RSUs*”) by Sonos, Inc. (the “*Company*”), subject to the terms, restrictions and conditions of the Sonos, Inc. 2018 Equity Incentive Plan (the “*Plan*”), the attached Notice of Restricted Stock Unit Award (the “*Notice*”) and this Restricted Stock Unit Award Agreement, including the International Supplement attached hereto (the “*Supplement*”) (which is generally applicable to you if you live or work outside the United States) and any special terms and conditions for your country set forth therein (collectively, this “*RSU Agreement*”).

1. **Nature of Grant.** In accepting this award of RSUs, you acknowledge, understand and agree that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
 - (b) the grant of the RSUs is voluntary and occasional and does not create any contractual or other right to receive future awards of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;
 - (c) all decisions with respect to future RSUs or other grants, if any, will be at the sole discretion of the Company;
 - (d) you are voluntarily participating in the Plan;
 - (e) the RSUs and the Shares subject to the RSUs, and the income and value of same, are not intended to replace any pension rights or compensation;
 - (f) the RSUs and the Shares subject to the RSUs, and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;
 - (g) unless otherwise agreed with the Company, the RSUs and any Shares acquired under the Plan, and the income and value of same, are not granted as consideration for, or in connection with, any service you may provide as a director of the Company or of a Parent or Subsidiary of the Company;
 - (h) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;
 - (i) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from the termination of your Service (for any reason whatsoever whether or
-

not later found to be invalid or in breach of labor laws in the jurisdiction where you are providing Service or the terms of your employment or service agreement, if any), and in consideration of the grant of the RSUs to which you are otherwise not entitled, you irrevocably agree never to institute any claim against the Company, the Employer (as defined below), or any other Parent or Subsidiary of the Company, waive your ability, if any, to bring any such claim, and release the Company, the Employer and its Parent or Subsidiaries from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, you shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim; and

(j) the following provisions apply only if you are providing Service outside the United States:

(i) the RSUs and the Shares subject to the RSUs, and the income and value of same, are not part of normal or expected compensation or salary for any purpose; and

(ii) neither the Company, the Employer nor any Parent or Subsidiary of the Company shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the RSUs or the subsequent sale of any Shares acquired upon settlement.

2. **Settlement.** Settlement of RSUs shall be made, in any case, on or before March 15 of the calendar year following the calendar year of the applicable date of vesting under the vesting schedule set forth in the Notice. Settlement of RSUs shall be in Shares. Settlement means the delivery to you of the Shares vested under the RSUs. Fractional Shares will not be issued.

3. **No Stockholder Rights.** Unless and until such time as Shares are issued in settlement of vested RSUs, you shall have no ownership of the Shares allocated to the RSUs and shall have no right to dividends or to vote such Shares.

4. **Dividend Equivalents.** Dividend equivalents, if any, shall not be credited to you, except as otherwise permitted by the Committee.

5. **No Transfer.** RSUs may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of in any manner, other than by will or by the laws of descent or distribution, by court order, or as otherwise permitted by the Committee on a case-by-case basis.

6. **Termination.** Except as otherwise expressly provided in the Notice and the Offer Letter, if your Service terminates for any reason, all unvested RSUs shall be forfeited to the Company forthwith, and all rights you have to such RSUs shall immediately terminate, without payment of any consideration to you. For purposes of this award of RSUs, your Service will be considered terminated as of the date you are no longer providing Service (regardless of the reason for such termination and whether or not later found to be invalid or in breach of labor laws in the jurisdiction where you are employed or the terms of your employment or service agreement, if any) and will not be extended by any notice period mandated under local employment laws (e.g.,

Service would not include a period of “garden leave” or similar period). In case of any dispute as to whether your termination of Service has occurred, the Committee shall have sole discretion to determine whether such termination has occurred (including whether you may still be considered to be providing Services while on a leave of absence) and the effective date of such termination.

7. **Tax Consequences.** You acknowledge that there will be certain consequences with regard to income tax, national or social insurance contributions, payroll tax, fringe benefits tax, payment on account or other tax-related items (“***Tax-Related Items***”) upon vesting and/or settlement of the RSUs or disposition of the Shares, if any, received in connection therewith, and you should consult a tax adviser regarding such tax obligations in the jurisdiction where you are subject to tax.

8. **Responsibility for Taxes.** Regardless of any action the Company or, if different, your actual employer (the “***Employer***”) takes with respect to any or all Tax-Related Items withholding or required deductions, you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the award, including the grant, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such settlement, and the receipt of any dividends; and (ii) do not commit to structure the terms of the award or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. You acknowledge that if you are subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

You acknowledge that the Company’s obligation to issue or deliver Shares shall be subject to your satisfaction of all Company and/or Employer withholding obligations for Tax-Related Items that arise as a result of this Award and the vesting and/or settlement of the RSUs that are subject to this Award. In this regard, you authorize the Company and/or the Employer, and their respective agents, to withhold Shares that otherwise would be issued to you upon settlement of the RSUs to satisfy the Company and/or the Employer’s tax withholding obligations. You acknowledge that you will not receive a refund in cash or Shares from the Company and/or the Employer with respect to any withheld Shares, the value of which exceeds the Company and/or the Employer’s withholding obligations for Tax-Related Items, and that the Company and/or the Employer will include such excess amount in the taxes that the Company will pay to the applicable tax authorities on your behalf. You must pay to the Company and/or the Employer any amount of the Tax-Related Items that the Company and/or the Employer may be required to withhold that cannot be satisfied through share withholding. For tax purposes, you will be deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares are held back for the purpose of paying the Tax-Related Items. You acknowledge that the Company has no obligation to deliver Shares to you until you have satisfied the obligations in connection with the Tax-Related Items as described in this Section 8.

9. Acknowledgement. The Company and you agree that the RSUs are granted under and governed by the Notice, this RSU Agreement and the provisions of the Plan. You: (i) acknowledge receipt of a copy of the Plan and the Plan's prospectus; (ii) represent that you have carefully read and are familiar with the provisions in the grant documents; and (iii) hereby accept the RSUs subject to all of the terms and conditions set forth in the Plan, the Notice and this RSU Agreement. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this RSU Agreement.

10. Entire Agreement; Enforcement of Rights. This RSU Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this RSU Agreement, nor any waiver of any rights under this RSU Agreement, shall be effective unless in writing and signed by the parties to this RSU Agreement. The failure by either party to enforce any rights under this RSU Agreement shall not be construed as a waiver of any rights of such party.

11. Compliance with Laws and Regulations. The issuance of Shares will be subject to and conditioned upon compliance by the Company and you with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Common Stock may be listed or quoted at the time of such issuance or transfer, which compliance the Company shall, in its absolute discretion, deem necessary or advisable. You understand that the Company is under no obligation to register or qualify the Common Stock with any state, federal or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, you agree that the Company shall have unilateral authority to amend the Plan and this RSU Agreement without your consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares. Finally, the Shares issued pursuant to this RSU Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

12. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

13. Governing Law; Venue. This RSU Agreement, the Notice and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from the Plan, the Notice and this RSU Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of California and agree that any such litigation shall be conducted only in the courts of California in Santa Barbara County,

California, or the federal courts of the United States for the Southern District of California and no other courts.

14. Severability. If one or more provisions of this RSU Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this RSU Agreement; (ii) the balance of this RSU Agreement shall be interpreted as if such provision were so excluded; and (iii) the balance of this RSU Agreement shall be enforceable in accordance with its terms.

15. No Rights as Employee, Director or Consultant. Nothing in this RSU Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent or Subsidiary of the Company, to terminate your Service, for any reason, with or without Cause.

16. Consent to Electronic Delivery and Acceptance of All Plan Documents and Disclosures. By your acceptance of this award of RSUs, you consent to the electronic delivery of the Notice, this RSU Agreement, the Plan, account statements, Plan prospectuses required by the United States Securities and Exchange Commission, United States financial reports of the Company, and all other documents that the Company is required to deliver to its stockholders (including, without limitation, annual reports and proxy statements) or other communications or information related to the RSUs. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via email or such other delivery determined at the Company's discretion. You acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost if you contact the Company by telephone, through a postal service or email at sonos-stockadmin@sonos.com. You further acknowledge that you will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, you understand that you must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. You agree to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company. Also, you understand that your consent may be revoked or changed, including any change in the email address to which documents are delivered (if you have provided an email address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or email at sonos-stockadmin@sonos.com. Finally, you understand that you are not required to consent to electronic delivery.

17. Insider Trading Restrictions/Market Abuse Laws. You acknowledge that, depending on your country, you may be subject to insider trading restrictions and/or market abuse laws, which may affect your ability to acquire or sell the Shares or rights to Shares under the Plan during such times as you are considered to have "inside information" regarding the Company (as defined by the laws in your country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you are advised to speak to your personal advisor on this matter.

18. **Language.** If you have received this RSU Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

19. **International Supplement.** Notwithstanding any provisions in this RSU Agreement, this award of RSUs shall be subject to the Supplement if you live or work outside the United States, including any special terms and conditions set forth therein for your country. Moreover, if you relocate to a country other than the United States, then the Supplement, including the special terms and conditions for such country will, apply to you to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Supplement constitutes part of this RSU Agreement.

20. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on your participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

21. **Waiver.** You acknowledge that a waiver by the Company of breach of any provision of this RSU Agreement shall not operate or be construed as a waiver of any other provision of this RSU Agreement, or of any subsequent breach by you or any other Participant.

22. **Code Section 409A.** For purposes of this RSU Agreement, a termination of employment will be determined consistent with the rules relating to a “separation from service” as defined in Section 409A of the Code and the regulations thereunder (“**Section 409A**”). Notwithstanding anything else provided herein, to the extent any payments provided under this RSU Agreement in connection with your termination of employment constitute deferred compensation subject to Section 409A, and you are deemed at the time of such termination of employment to be a “specified employee” under Section 409A, then such payment shall not be made or commence until the earlier of (i) the expiration of the six- (6) month period measured from your separation from service from the Company and (ii) the date of your death following such a separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to you including, without limitation, the additional tax for which you would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. To the extent any payment under this RSU Agreement may be classified as a “short-term deferral” within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this Section 22 are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

23. **Award Subject to Company Clawback or Recoupment.** To the extent permitted by applicable law, the RSUs shall be subject to clawback or recoupment pursuant to any clawback or recoupment policy adopted by the Board or required by law during the term of your employment or other Service that is applicable to you. In addition to any other remedies available under such policy, applicable law may require the cancellation of the RSUs (whether vested or unvested) and the recoupment of any gains realized with respect to the RSUs.

* * * *

BY ACCEPTING THIS RESTRICTED STOCK UNIT AWARD, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SONOS, INC.

By:

Name: Eddie Lazarus

Title: Chief Legal and Business Development Officer

Accepted and agreed:

PARTICIPANT NAME: Tom Conrad

ELECTRONIC SIGNATURE:

ACCEPTANCE DATE: [Acceptance Date]

[Signature Page to RSU Award Agreement]

INTERNATIONAL SUPPLEMENT
SONOS, INC.
2018 EQUITY INCENTIVE PLAN

(attached)

Appendix A

Vesting Schedule

[Vesting Schedule (Dates & Quantities)]

NOTICE OF PERFORMANCE SHARE AWARD**SONOS, INC.****2018 EQUITY INCENTIVE PLAN**

Unless otherwise defined herein, the terms defined in the Sonos, Inc. (the “*Company*”) 2018 Equity Incentive Plan (the “*Plan*”) shall have the same meanings in this Notice of Performance Share Award (the “*Notice*”) and the attached Performance Share Award Agreement, including the International Supplement attached thereto (the “*Supplement*”) (which is generally applicable to you if you live or work outside the United States) and any special terms and conditions for your country set forth therein (collectively, the “*Performance Share Agreement*”). You (“*you*”) have been granted an award of Performance Shares (“*Performance Shares*”) under the Plan subject to the terms and conditions of the Plan, this Notice and the Performance Share Agreement. Each Performance Share represents the conditional right to receive, without payment but subject to the terms, conditions and limitations set forth in this Notice, the Performance Share Agreement and in the Plan, one Share, subject to adjustment pursuant to Section 2.6 of the Plan in respect of transactions or events occurring after the Date of Grant.

Name:	Tom Conrad
Grant ID:	[Client Grant ID]
Target Number of Performance Shares:	326,615
Date of Grant:	July 22, 2025
Performance Period:	The three-year period beginning on the Date of Grant.

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**Vesting of Earned
Performance Shares:**

The Performance Shares shall be eligible to become earned and shall vest, following the end of the Performance Period, in accordance with the terms set forth on Exhibit A hereto.

Vesting Acceleration:

Notwithstanding the foregoing and anything contrary in the Performance Share Agreement or the Plan, if your Service is terminated by the Company or a successor corporation as a result of an Involuntary Termination (as defined below) within the period of time commencing two (2) months prior to a Corporate Transaction and ending twelve (12) months following a Corporate Transaction, to the extent that the Performance Shares are then outstanding, you shall fully vest in the Earned Performance Shares (as determined in accordance with Exhibit A) upon such Involuntary Termination (or, in the case of an Involuntary Termination occurring within the two (2)-month period prior to a Corporate Transaction, upon such Corporate Transaction), in all cases, as determined as set forth in Exhibit A.

Notwithstanding anything contrary in the Performance Share Agreement or the Plan, if you are subject to an Involuntary Termination prior to a Corporate Transaction, your then-unvested Performance Shares shall remain outstanding for two (2) months, but shall not continue to vest following such Involuntary Termination other than pursuant to the vesting acceleration described immediately above.

“Involuntary Termination” means a Qualifying Termination (as defined in the Offer Letter between you and the Company dated July 22, 2025 (the “Offer Letter”)); provided that such resignation or termination constitutes a “separation from service” within the meaning of Section 409A of the Code and the Treasury regulations promulgated thereunder.

“Cause” has the meaning set forth in the Offer Letter.

This Notice may be executed and delivered electronically, whether via the Company’s intranet or the Internet site of a third party or via email or any other means of electronic delivery specified by the Company. You acknowledge that the vesting of the Performance Shares pursuant to this Notice is earned by continuing Service (in addition to the satisfaction of performance conditions as described in the Performance Share Agreement), but you understand that your employment or

consulting relationship with the Company or a Parent, Subsidiary or Affiliate is for an unspecified duration, can be terminated at any time, and that nothing in this Notice , the Performance Share Agreement or the Plan changes the nature of that relationship. By accepting this award, you and the Company agree that this award is granted under and governed by the terms and conditions of the Plan, this Notice and the Performance Share Agreement. By accepting this award, you consent to the electronic delivery and acceptance as further set forth in the Performance Share Agreement.

* * * *

Exhibit A

VESTING OF EARNED PERFORMANCE SHARES

- 1. Annual Performance Periods.** Except as otherwise provided in the Notice, the Performance Shares will become earned (if at all) on the basis of the Company's performance with respect to two (2) separate fiscal years of the Company during the Performance Period (each, an "***Annual Performance Period***"). The first Annual Performance Period will comprise the fiscal year of the Company beginning on September 28, 2025 and ending on October 3, 2026, and the second Annual Performance Period will comprise the fiscal year of the Company beginning on October 4, 2026 and ending on October 2, 2027.
- 2. Performance Criteria.** Within ninety (90) days following the commencement of each Annual Performance Period, the Committee shall determine the performance criteria and goals applicable thereto, which may consist of financial, operational or other metrics as determined in the Committee's sole discretion (the "***Performance Criteria***"), as well as the applicable threshold ("***Threshold***"), target ("***Target***") and maximum ("***Maximum***") achievement levels.
- 3. Determination of Performance.** Within ninety (90) days following the end of each Annual Performance Period, the Committee shall determine the extent (if any) to which the Performance Criteria have been achieved with respect to such Annual Performance Period, assigning an earning percentage ("***Annual Earning Percentage***") as follows (except as otherwise determined by the Committee at the time the Performance Criteria for the applicable Annual Performance Period are established):

Performance Achievement Level	Annual Earning Percentage
Threshold	0%
Target	100%
Maximum	200%

Unless otherwise determined by the Committee at the time the Performance Criteria for the applicable Annual Performance Period are established, the Annual Earning Percentage will be interpolated on a straight-line basis for achievement between each performance level. Following the end of the second Annual Performance Period, a percentage of the target number of Performance Shares (as set forth in the Notice), if any, shall become earned based on the average of the Annual Earning Percentage with respect to each Annual Performance Period within the

Performance Period, or on such other basis to be determined by the Committee at the time the Performance Criteria for such year are established (any such Performance Shares that become earned hereunder, the “*Earned Performance Shares*”).

4. Corporate Transactions

(a) If, prior to the end of the Performance Period, a Corporate Transaction occurs, to the extent the Performance Shares are outstanding immediately prior to such Corporate Transaction, a number of Performance Shares shall be deemed Earned Performance Shares as of immediately prior to such Corporate Transaction, determined in accordance with the principles set forth in this Exhibit A, based on the Annual Earning Percentage with respect to each Annual Performance Period as follows: (i) the Annual Earning Percentage with respect to an Annual Performance Period that has not commenced, or has not been completed as of the date such Corporate Transaction is consummated, shall be deemed to be 100%; and (ii) the Annual Earning Percentage with respect to an Annual Performance Period that has been completed as of the date such Corporate Transaction is consummated shall be the percentage as previously determined by the Committee with respect to such Annual Performance Period. The Earned Performance Shares shall continue to vest based solely on continued Service and shall vest on the last day of the Performance Period, subject to your remaining in continuous Service through such date, except as otherwise provided in the Notice with respect to an Involuntary Termination that occurs within twelve (12) months following such Corporate Transaction.

(b) If, in connection with a Corporate Transaction described in subsection (a) above, the Earned Performance Shares are not assumed or continued, or a new award is not substituted for the Earned Performance Shares, by the successor or acquiring entity in such Corporate Transaction (or by its parents, if any), as contemplated by Section 21.1 of the Plan, the Earned Performance Shares will automatically vest immediately prior to, but subject to the consummation of, such Corporate Transaction, and the Company shall deliver to you any shares in respect of Earned Performance Shares in a manner that will allow you to participate in the Corporation Transaction on the same basis as other stockholders.

(c) In the event a Corporate Transaction occurs within two (2) months following a termination of your employment due to an Involuntary Termination as provided for in the Notice, (i) the Performance Shares shall become Earned Performance Shares in connection with such Corporate Transaction as provided for in Section 4(a) above; (ii) the Earned Performance Shares will automatically vest in full immediately prior to, but subject to the consummation of, the occurrence of such Corporate Transaction; and (iii) the Company shall deliver to you any shares in respect of Earned Performance Shares in a manner that will allow you to participate in the Corporate Transaction on the same basis as other stockholders.

5. Vesting and Settlement. Except as otherwise provided in the Notice, Earned Performance Shares shall vest on the last day of the Performance Period, subject to your

continued Service through such date. Any Earned Performance Shares shall be settled no later than thirty (30) days after the date they become vested as provided for in this Exhibit A (or such earlier time as provided for in Section 4 of this Exhibit A).

* * * *

PERFORMANCE SHARE AWARD AGREEMENT

SONOS, INC.

2018 EQUITY INCENTIVE PLAN

You have been granted Performance Shares (“*Performance Shares*”) by Sonos, Inc. (the “*Company*”), subject to the terms, restrictions and conditions of the Sonos, Inc. 2018 Equity Incentive Plan (the “*Plan*”), the attached Notice of Performance Share Award (the “*Notice*”) and this Performance Share Award Agreement, including the International Supplement attached hereto (the “*Supplement*”) (which is generally applicable to you if you live or work outside the United States) and any special terms and conditions for your country set forth therein (collectively, the “*Performance Share Agreement*”).

1. Nature of Grant. In accepting this award of Performance Shares, you acknowledge, understand and agree that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
 - (b) the grant of the Performance Shares is voluntary and occasional and does not create any contractual or other right to receive future awards of Performance Shares, or benefits in lieu of Performance Shares, even if Performance Shares have been granted in the past;
 - (c) all decisions with respect to future Performance Shares or other grants, if any, will be at the sole discretion of the Company;
 - (d) you are voluntarily participating in the Plan;
 - (e) the Performance Shares and the Shares subject to the Performance Shares, and the income and value of same, are not intended to replace any pension rights or compensation;
 - (f) the Performance Shares and the Shares subject to the Performance Shares, and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;
 - (g) unless otherwise agreed with the Company, the Performance Shares and any Shares acquired under the Plan, and the income and value of same, are not granted as consideration for,
-

or in connection with, any service you may provide as a director of the Company or of a Parent or Subsidiary of the Company;

- (h) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;
- (i) no claim or entitlement to compensation or damages shall arise from forfeiture of the Performance Shares resulting from the termination of your Service (for any reason whatsoever whether or not later found to be invalid or in breach of labor laws in the jurisdiction where you are providing Service or the terms of your employment or service agreement, if any), and, in consideration of the grant of the Performance Shares to which you are otherwise not entitled, you irrevocably agree never to institute any claim against the Company, the Employer (as defined below) or any other Parent or Subsidiary of the Company, waive your ability, if any, to bring any such claim, and release the Company, the Employer and its Parent or Subsidiaries from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, you shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim; and
- (j) the following provisions apply only if you are providing Service outside the United States:
 - (i) the Performance Shares and the Shares subject to the Performance Shares, and the income and value of same, are not part of normal or expected compensation or salary for any purpose; and
 - (ii) neither the Company, the Employer nor any Parent or Subsidiary of the Company shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the Performance Shares or the subsequent sale of any Shares acquired upon settlement.

2. **Reserved**.

3. **No Stockholder Rights**. Unless and until such time as Shares are issued in settlement of the Earned Performance Shares, you shall have no ownership of the Shares allocated to the Performance Shares and shall have no right to dividends or to vote such Shares.

4. **Dividend Equivalents**. Dividend equivalents, if any, shall not be credited to you, except as otherwise permitted by the Committee.

5. **No Transfer**. Performance Shares may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of in any manner, other than by will or by the laws of

descent or distribution, by court order, or as otherwise permitted by the Committee on a case-by-case basis.

6. Termination. Except as otherwise provided in the Notice or the Offer Letter, if your Service terminates for any reason, all unvested Performance Shares shall be forfeited to the Company forthwith, and all rights you have to such Performance Shares shall immediately terminate, without payment of any consideration to you. For purposes of this award of Performance Shares, your Service will be considered terminated as of the date you are no longer providing Service (regardless of the reason for such termination and whether or not later found to be invalid or in breach of labor laws in the jurisdiction where you are employed or the terms of your employment or service agreement, if any) and will not be extended by any notice period mandated under local employment laws (e.g., Service would not include a period of “garden leave” or similar period). In case of any dispute as to whether your termination of Service has occurred, the Committee shall have sole discretion to determine whether such termination has occurred (including whether you may still be considered to be providing Services while on a leave of absence) and the effective date of such termination.

7. Tax Consequences. You acknowledge that there will be certain consequences with regard to income tax, national or social insurance contributions, payroll tax, fringe benefits tax, payment on account or other tax-related items (“*Tax-Related Items*”) upon vesting and/or settlement of the Performance Shares or disposition of the Shares, if any, received in connection therewith, and you should consult a tax adviser regarding such tax obligations in the jurisdiction where you are subject to tax.

8. Responsibility for Taxes. Regardless of any action the Company or, if different, your actual employer (the “*Employer*”) takes with respect to any or all Tax-Related Items withholding or required deductions, you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the award, including the grant, vesting or settlement of the Performance Shares, the subsequent sale of Shares acquired pursuant to such settlement, and the receipt of any dividends; and (ii) do not commit to structure the terms of the award or any aspect of the Performance Shares to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. You acknowledge that if you are subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

You acknowledge that the Company’s obligation to issue or deliver Shares shall be subject to your satisfaction of all Company and/or Employer withholding obligations for Tax-Related Items that arise as a result of this Award and the vesting and/or settlement of the Performance Shares that are subject to this Award. In this regard, you authorize the Company and/or the Employer,

and their respective agents, to withhold Shares that otherwise would be issued to you upon settlement of the Performance Shares to satisfy the Company and/or the Employer's tax withholding obligations. You acknowledge that you will not receive a refund in cash or Shares from the Company and/or the Employer with respect to any withheld Shares the value of which exceeds the Company and/or the Employer's withholding obligations for Tax-Related Items, and that the Company and/or the Employer will include such excess amount in the taxes that the Company will pay to the applicable tax authorities on your behalf. You must pay to the Company and/or the Employer any amount of the Tax-Related Items that the Company and/or the Employer may be required to withhold that cannot be satisfied through share withholding. For tax purposes, you will be deemed to have been issued the full number of Shares subject to the vested Performance Shares, notwithstanding any number of the Shares held back for the purpose of paying the Tax-Related Items. You acknowledge that the Company has no obligation to deliver Shares to you until you have satisfied the obligations in connection with the Tax-Related Items as described in this Section 8.

9. Acknowledgement. The Company and you agree that the Performance Shares are granted under and governed by the Notice, this Performance Share Agreement and the provisions of the Plan. You: (i) acknowledge receipt of a copy of the Plan; (ii) represent that you have carefully read and are familiar with the provisions in the grant documents; and (iii) hereby accept the Performance Shares subject to all of the terms and conditions set forth in the Plan, the Notice and this Performance Share Agreement. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Performance Shares Agreement.

10. Entire Agreement; Enforcement of Rights. This Performance Share Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this Performance Share Agreement, nor any waiver of any rights under this Performance Share Agreement, shall be effective unless in writing and signed by the parties to this Performance Share Agreement. The failure by either party to enforce any rights under this Performance Share Agreement shall not be construed as a waiver of any rights of such party.

11. Compliance with Laws and Regulations. The issuance of Shares will be subject to and conditioned upon compliance by the Company and you with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Common Stock may be listed or quoted at the time of such issuance or transfer, which compliance the Company shall, in its absolute discretion, deem necessary or advisable. You understand that the Company is under no obligation to register or qualify the Common Stock with any state, federal or foreign securities

commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, you agree that the Company shall have unilateral authority to amend the Plan and this Performance Share Agreement without your consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares. Finally, the Shares issued pursuant to this Performance Share Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

12. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

13. Governing Law; Venue. This Performance Share Agreement, the Notice and all acts and transactions pursuant hereto and thereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from the Plan, the Notice and this Performance Share Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of California and agree that any such litigation shall be conducted only in the courts of California in Santa Barbara County, California, or the federal courts of the United States for the Southern District of California and no other courts.

14. Severability. If one or more provisions of this Performance Share Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Performance Share Agreement; (ii) the balance of this Performance Share Agreement shall be interpreted as if such provision were so excluded; and (iii) the balance of this Performance Share Agreement shall be enforceable in accordance with its terms.

15. No Rights as Employee, Director or Consultant. Nothing in this Performance Share Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent or Subsidiary of the Company, to terminate your Service, for any reason, with or without Cause.

16. Consent to Electronic Delivery and Acceptance of All Plan Documents and Disclosures. By your acceptance of this award of Performance Shares, you consent to the electronic delivery of the Notice, this Performance Share Agreement, the Plan, account statements, Plan prospectuses required by the United States Securities and Exchange Commission, United States financial reports of the Company, and all other documents that the Company is required to deliver to its stockholders (including, without limitation, annual reports and proxy statements) or other communications or information related to the Performance Shares

Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via email or such other delivery determined at the Company's discretion. You acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost if you contact the Company by telephone, through a postal service or email at sonos-stockadmin@sonos.com. You further acknowledge that you will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, you understand that you must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. You agree to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company. Also, you understand that your consent may be revoked or changed, including any change in the email address to which documents are delivered (if you have provided an email address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or email at sonos-stockadmin@sonos.com. Finally, you understand that you are not required to consent to electronic delivery.

17. Insider Trading Restrictions/Market Abuse Laws. You acknowledge that, depending on your country, you may be subject to insider trading restrictions and/or market abuse laws, which may affect your ability to acquire or sell the Shares or rights to Shares under the Plan during such times as you are considered to have "inside information" regarding the Company (as defined by the laws in your country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you are advised to speak to your personal advisor on this matter.

18. Language. If you have received this Performance Share Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

19. International Supplement. Notwithstanding any provisions in this Performance Share Agreement, this award of Performance Shares shall be subject to the Supplement if you live or work outside the United States, including any special terms and conditions set forth therein for your country. Moreover, if you relocate to a country other than the United States, then the Supplement, including the special terms and conditions for such country will apply to you to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Supplement constitutes part of this Performance Share Agreement.

20. Imposition of Other Requirements. The Company reserves the right to impose other requirements on your participation in the Plan, on the Performance Share and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for

legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

21. Waiver. You acknowledge that a waiver by the Company of breach of any provision of this Performance Share Agreement shall not operate or be construed as a waiver of any other provision of this Performance Share Agreement, or of any subsequent breach by you or any other Participant.

22. Code Section 409A. For purposes of this Performance Share Agreement, a termination of employment will be determined consistent with the rules relating to a “separation from service” as defined in Section 409A of the Code and the regulations thereunder (“**Section 409A**”). Notwithstanding anything else provided herein, to the extent any payments provided under this Performance Share Agreement in connection with your termination of employment constitute deferred compensation subject to Section 409A, and you are deemed at the time of such termination of employment to be a “specified employee” under Section 409A, then such payment shall not be made or commence until the earlier of (i) the expiration of the six- (6) month period measured from your separation from service from the Company and (ii) the date of your death following such a separation from service; *provided, however*, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to you including, without limitation, the additional tax for which you would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. To the extent any payment under this Performance Share Agreement may be classified as a “short-term deferral” within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this Section 22 are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

23. Award Subject to Company Clawback or Recoupment. To the extent permitted by applicable law, the Performance Shares shall be subject to clawback or recoupment pursuant to any clawback or recoupment policy adopted by the Board or required by law during the term of your employment or other Service that is applicable to you. In addition to any other remedies available under such policy, applicable law may require the cancellation of the Performance Shares (whether vested or unvested) and the recoupment of any gains realized with respect to the Performance Shares.

* * * *

BY ACCEPTING THIS PERFORMANCE SHARE AWARD, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SONOS, INC.

/s/ Eddie Lazarus

Name: Eddie Lazarus
Title: Chief Legal and Strategy Officer

Accepted and agreed:

/s/ Tom Conrad
Tom Conrad

ACCEPTANCE DATE: August 7, 2025

SEVERANCE AGREEMENT AND GENERAL RELEASE

The Parties

This Severance Agreement and General Release (the “Agreement”) is entered into by and between **Shamayne Braman** and SONOS, Inc. (“Sonos” or the “Company”) (together, the “Parties”).

Background

As we have discussed, your employment with Sonos is ending. This Agreement sets forth the terms of your separation from employment and establishes a mutually acceptable arrangement under which Sonos is offering you a severance package in exchange for your execution and compliance with the terms of this Agreement, which, includes among other things, a release of claims in favor of Sonos. This Agreement sets forth the entire set of terms of the Company’s severance package to you.

Sonos is providing you with up to ten (10) days to review this Agreement. If you do not sign and return it on or before **August 11, 2025 at 5:00 pm, Central Time** (the “Offer Expiration Date”), this offer will expire.

In consideration of the mutual covenants below, the adequacy of which the Parties acknowledge, and INTENDING TO BE LEGALLY BOUND BY ALL THE TERMS OF THIS AGREEMENT, the Parties agree to the following specific terms.

Specific Terms

1. Employment Status; Final Payments and Benefits Cessation

1.1 Employment Status. Your employment with Sonos terminates effective August 18, 2025 (the “Termination Date”). Regardless of whether you sign this Agreement, your non-working notice period will begin on August 8, 2025 and end on August 18, 2025. During this non-working notice period, you will continue to receive your current base salary and benefits. During the non-working notice period, you shall not report to the office and will not be required to work or perform your duties of employment. Effective as of the Termination Date, you will be deemed to have resigned from all officer positions that you hold with the Company and its subsidiaries. You acknowledge that from and after the Termination Date, you shall not have any authority on Sonos’ behalf and have not and shall not represent yourself as an employee or agent of Sonos.

1.2 Final Wage Payments; Expenses. On the Termination Date, your salary will cease and you no longer will be entitled to the payment of base salary, bonus, or any form of compensation, except as set forth in this Agreement. Regardless of whether you sign this Agreement, Sonos will pay to you all earned but unpaid base salary up to and until the Termination Date. Sonos also will reimburse you for

appropriately documented business expenses per its policy, provided that you submit all documentation of any such expenses within seven (7) days of the Termination Date and otherwise comply, in full, with Sonos' expense policy.

1.3 Benefits Cessation. If applicable, as of the last day of the month of your Termination Date, any entitlement you have or might have under a Company-provided medical, dental, vision, EAP, or mental health plan, program, or practice will terminate, except as required by law; all other benefits will end on your termination date. Your rights to benefits, if any, are governed by the terms of the applicable benefit plans and programs. The Termination Date shall be the date of the "qualifying event" under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). COBRA information will be sent to you separately within 2 weeks of your Termination Date.

1.4 Equity Vesting and Option Exercise. The restricted stock units ("RSUs"), performance share units ("PSUs") or option(s) to purchase shares of Sonos' common stock ("Stock Options") you hold shall continue to vest through the Termination Date in accordance with the Equity Documents (as defined below). You will not vest in any further RSUs, PSUs or Stock Options after the Termination Date. Any vested, but unexercised stock options must be exercised within 3 months of your termination date during an open trading window or they will be forfeited. Please consult the Equity Incentive Plan and each RSU, PSU or Stock Option grant agreement you signed for further details (the Equity Incentive Plan, Option Plan and any such RSU, PSU or Stock Option grant agreements shall be referred to as the "Equity Documents"). **Additionally, please note that the exercise of Stock Options or the purchase or sale of shares remain subject to the terms and conditions of our Insider Trading Policy.**

2. Consideration

Sonos is providing you with the following separation package in exchange for, and in consideration of, your executing and not rescinding, and performing under the terms of, this Agreement and any other agreements referred to herein.

2.1 Severance Payment. Sonos will pay you a severance payment in the gross amount of Five Hundred Thousand and Ninety-Five (\$595,000.00.), less applicable deductions and withholdings, which payment equals Fifty-Two (52) weeks of your current annual base salary plus your full bonus for the first three quarters of the fiscal year ("Severance Payment"). This payment, less applicable deductions and withholdings, will be paid to you by check in two equal installments as follows: one installment on the first payroll commencing after the Effective Date (as defined in Sec. 12.7 below) of this Agreement; and the second installment on or about January 15, 2026. You agree that this Severance Payment (a) is not intended to, and shall not constitute, a severance plan, and shall confer no benefit on anyone other than you, (b) is a payment to which you are not otherwise entitled to receive, and (c) is provided to you solely in exchange for your promise to be bound by this Agreement.

2.2 Benefits Continuation. If you sign and do not rescind this Agreement, and actively and timely elect COBRA continuation coverage, Sonos will pay the full insurance premiums for your COBRA medical, dental, and/or vision coverage through August 31, 2026 (the "Health Insurance Premiums"). If, however, you obtain employment that provides medical, dental, and/or vision insurance,

or otherwise become covered under an alternate medical, dental, and/or vision plan before August 31, 2026, you must notify Sonos' third-party COBRA administrator, WEX, and Sonos' obligation to pay your Health Insurance Premiums shall cease. After August 31, 2026, you will have the option to continue your COBRA coverage at your own expense. If you do not wish to continue COBRA coverage at your own expense, you must contact WEX to terminate COBRA coverage.

2.3 Outplacement Services. If you sign this Agreement, Sonos will pay you a one-time payment of Six Thousand Five Hundred Dollars (\$6,500.00) to provide you with outplacement services from the company of your choice to assist in your career transition. This payment, less applicable deductions and withholdings, will be made at the same time as the first installment of the Severance Payment.

3. Taxes/Section 409A

All payments in this Agreement are subject to all applicable federal, state and/or local withholding and/or payroll taxes; thus, Sonos will make deductions, withholdings and tax reports that it reasonably and in good faith determines are required. Please note that the Severance Payment you receive will be net of any such deductions or withholdings. Nothing in this Agreement shall be construed to require Sonos to make any payments to compensate you for any adverse tax effect associated with any payments or for any deduction or withholding from any payment. It is the parties' intention that this agreement be compliant with Section 409A of the Internal Revenue Code of 1986, as amended, and regulations and other guidance issued thereunder ("Section 409A"). Neither Sonos nor you shall have the right to accelerate or defer the delivery of any payments or benefits except to the extent specifically permitted or required by Section 409A. Sonos makes no representation or warranty and shall have no liability to you or any other person if any provision of this Agreement is determined to constitute deferred compensation subject to Section 409A, but does not satisfy an exemption from, or the conditions of, Section 409A.

4. General Release; Exceptions; Acknowledgments

4.1 General Release. You hereby agree that by signing this Agreement and accepting the Severance Payment to be provided to you, and other good and valuable consideration provided for in this Agreement, the receipt of which you hereby acknowledge, you, for yourself and on behalf of your representatives, agents, estate, heirs, successors and assigns ("You"), hereby release and waive your right to assert any form of legal claim against the Released Parties (defined in Section 4.6 below) whatsoever for any alleged action, inaction or circumstance, whether existing or contingent, known or unknown, suspected or unsuspected, existing or arising from the beginning of time through the date you sign this Agreement.

What this general release covers: Your waiver and release herein is intended to bar any form of legal claim, cause of action, lawsuit, charge, complaint or any other form of action against the Released Parties seeking any form of relief including, without limitation, equitable relief (whether declaratory, injunctive or otherwise), the recovery of any damages or any other form of monetary recovery whatsoever (including, without limitation, back pay, front pay, compensatory damages, emotional distress damages,

punitive damages, attorneys' fees and any other costs) against the Released Parties, for any alleged action, inaction or circumstance existing or arising through the date you sign this Agreement (collectively referred to as "Claims").

Without limiting the foregoing general waiver and release, You specifically waive and release the Released Parties from any Claims arising from or related to your employment relationship with the Company or the termination thereof, including, without limitation:

- Claims under any Minnesota (or any other state), federal, and/or local statute, regulation or executive order (as amended through the Effective Date) relating to employment, retaliation, discrimination (including but not limited to discrimination on the basis of race, color, religion, creed, sex, sex harassment, sexual orientation, age, gender identity, marital status, familial status, pregnancy, national origin, ancestry, alienage, handicap, disability, present or past history of mental disorders or physical disability, veteran's status, candidacy for or activity in a general assembly or other public office, or constitutionally protected acts of speech), fair employment practices, or other terms and conditions of employment, including but not limited to the Civil Rights Acts of 1866 and 1871, Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1991 (*42 U.S.C. § 2000e et seq.*), the Equal Pay Act (*29 U.S.C. § 201 et seq.*), the Americans With Disabilities Act (*42 U.S.C. § 12101 et seq.*), the Immigration Reform and Control Act (*8 U.S.C. § 1101 et seq.*), the Minnesota Human Rights Act (*Minnesota Statutes, Chapter 363A*), the Minnesota Equal Pay Act (*Minnesota Statutes, sections 181.66 through 181.71*), and any similar Minnesota or other state, federal or local statute or law.
 - Claims under any Minnesota (or any other state), federal and/or local statute, regulation or executive order (as amended through the Effective Date) relating to leaves of absence, layoffs or reductions-in-force, wages, hours, or other terms and conditions of employment, including but not limited to the National Labor Relations Act (*29 U.S.C. § 151 et seq.*), the Family and Medical Leave Act (*29 U.S.C. § 2601 et seq.*), the Employee Retirement Income Security Act of 1974 (*29 U.S.C. § 1000 et seq.*), COBRA (*29 U.S.C. § 1161 et seq.*), the Fair Labor Standards Act (*29 U.S.C. § 201 et seq.*), the Occupational Safety and Health Act (*29 U.S.C. § 651 et seq.*), the Worker Adjustment and Retraining Notification Act (*29 U.S.C. § 2101 et seq.*), the Minnesota Fair Labor Standards Act (*Minnesota Statutes, Chapter 177*), the Minnesota Payment of Wages Act (*Minnesota Statutes, Chapter 181*), and any similar Minnesota or other state, federal or local law. **Please note that this section specifically includes a waiver and release of Claims that you have or may have regarding payments or amounts covered by the Minnesota wage payment or minimum wage laws (including, for instance, hourly wages, salary, overtime, minimum wages, commissions, vacation pay, holiday pay, sick leave pay, dismissal pay, bonus pay or severance pay), as well as Claims for retaliation under these Acts.**
 - Claims under any Minnesota (or any other state) or federal common law theory, including, without limitation, wrongful discharge, breach of express or implied contract, promissory estoppel, unjust enrichment, breach of a covenant of good faith and fair dealing, violation of public policy, defamation, interference with contractual relations, intentional or negligent infliction of emotional distress, invasion of privacy, misrepresentation, deceit, fraud, negligence, or any claim to attorneys' fees under any applicable statute or common law theory of recovery.
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- Claims under any Minnesota (or any other state), federal or local statute, regulation or executive order (as amended through the Effective Date) relating to whistleblower protections, violation of public policy, or any other form of retaliation or wrongful termination, including but not limited to the Sarbanes-Oxley Act of 2002 and any similar Minnesota or other state or federal statute.

- Claims under any Company compensation, benefit, stock option, incentive compensation, bonus, restricted stock, and/or equity plan, program, policy, practice or agreement.

- Any other Claim arising under other state, federal, municipal or local law.

- Any and all claims as stated above that could be made by any other person or organization on your behalf. You specifically waive any right to become, and promise not to become, a member in any class in a case in which a claim or claims against Released Parties, or any of them, are made involving any events up to and including the date of this Agreement, except where such waiver is prohibited by law. You further waive any right to in any way voluntarily assist any individual or entity in commencing or prosecuting any action or proceeding including, but not limited to, any administrative agency claims, charges or complaints and/or any lawsuit against Sonos, or to in any way voluntarily participate or cooperate in any such action or proceeding, except as such waiver is prohibited by law, regulation, or court order. Notwithstanding the foregoing, you shall comply with the provisions of any subpoena served on you. In that regard, you will notify Sonos of any such subpoena within 48 hours of your receipt of it.

Further, although this release does not apply to any workers' compensation claims you may have, you acknowledge that you have reported to the Company any and all work-related injuries incurred by you during your employment by the Company.

4.3 Interpretation. The general release-of-claims shall be given the broadest interpretation permitted by law. The listing of specific claims therein shall not be interpreted to exclude any other claims not specifically listed therein.

4.4 Employee Rights. Nothing in this Agreement, including but not limited to, any paragraphs pertaining to confidentiality and non-disclosure, a release of claims, or non-disparagement, shall prohibit or restrict you (or your attorney) from:

- a. Filing a charge or complaint with the Securities and Exchange Commission ("SEC"), the Occupational Safety and Health Administration ("OSHA"), the Equal Employment Opportunity Commission ("EEOC") and the National Labor Relations Board ("NLRB"), the Minnesota Human Rights Department or any other federal, state, or local governmental regulatory or law enforcement agency ("Government Agencies"). You understand that nothing in this Agreement limits your ability to communicate with any Government Agencies or otherwise participate in or fully cooperate with any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to or approval from the Company. You can provide confidential information to Government Agencies without risk of being held liable by the Company for liquidated damages or other
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financial penalties. This Agreement also does not limit your right to receive an award for information provided to any Government Agencies;

- b. Speaking to an attorney retained by you. Further, nothing in this Agreement is intended to interfere with your rights or to prevent you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful. Nothing in this Agreement shall affect any right you may have to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of your own choosing, or to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or from refraining from any or all such activities. To be clear, you are permitted to discuss the terms and conditions of employment with co-workers, the media, or others for mutual aid or protection.
- c. Pursuing a claim for unemployment or workers' compensation benefits, or any other claim that cannot be released by law; and/or
- d. Enforcing this Agreement.

4.5 No Amounts Owing/Accord and Satisfaction. You acknowledge and affirm that as of the date of signing this Agreement, you have been paid and have received all wages, commissions, bonuses and other incentive pay, sick pay, severance pay, vacation pay, holiday pay, stock and stock options, equity, severance pay, and other compensation, benefits, or payments or form of remuneration of any kind or nature to which you may be entitled currently or in the future, and that no other wages, benefits other remuneration of any kind, including but not limited to, bonuses, commissions, or other incentive payments or any accrued vacation or paid time off, are or will be due to you, other than that specifically provided for in Paragraph 2 of this Agreement. For the avoidance of doubt, you hereby specifically acknowledge that you have timely received all final pay under Minnesota law, and that you are not owed any penalties as a result of the amount and/or timing of any such payments. The payments in Sections 1 and 2 shall be complete payment, settlement, accord and/or satisfaction with respect to all obligations and liabilities of the Released Parties to you.

4.6 Definition of Released Parties. "Released Parties" means: (a) Sonos, Inc.; (b) all of Sonos' past, present, and future subsidiaries, parents, affiliates and divisions; (c) all of Sonos' successors and/or assigns, as well as legal representatives; (d) all of Sonos' past, present, and future officers, directors, managers, employees, shareholders, owners, attorneys, agents, insurers, employee benefit plans (including such plans' administrators, trustees, fiduciaries, record-keepers, and insurers), and legal representatives (all both individually, in their capacity acting on Sonos' behalf, and in their official capacities); and (e) all persons acting by, through, under, or in concert with any of the entities or persons listed in subsections (a)-(d).

5. Voluntary Execution.

You acknowledge and agree that: (a) you have been afforded sufficient time to understand the terms and effects of this Agreement, and carefully have read this Agreement; (b) you understand and agree with each term and condition in this Agreement; (c) you voluntarily have entered into this Agreement freely and without duress or coercion; and (d) neither Sonos nor its agents or representatives have made any representations inconsistent with the provisions of this Agreement.

6. No Claims Filed; Covenant Not to Sue

6.1 Covenant Not To Sue. A “covenant not to sue” is a legal term that means you promise not to file a lawsuit in court. It is different from the release and waiver of claims in Sections 4. Thus, besides waiving and releasing the Claims covered by Section 4.1, you further agree never to sue the Released Parties in any forum based on the claims, laws or theories covered by the release in that Section. However, you may bring a claim as permitted by Section 4.4. If you institute any action or claim against the Released Parties that falls within the scope of the release of Claims set forth in Section 4.1, that claim will be dismissed upon Sonos presenting this Agreement.

6.2 Representation. You represent and warrant that you have not filed any complaints, charges, or claims for relief against the Released Parties with any local, state or federal court or administrative agency, with the sole exception of a potential claim for state unemployment benefits.

7. Return of Company Property and Confidential Information

7.1 Return of Property. You agree that you previously have returned to Sonos (a) all Sonos property, including, without limitation, any unreleased Sonos products, any Sonos products (not purchased by you or gifted to you), cds, dvds, hard drives, portable drives, smart/mobile phones, intangible information stored on any such hardware and/or media, software programs, data compiled with the use of those programs, tangible copies of trade secrets and confidential information, documents, files, memoranda, and records, including all copies thereof in any format, previously in your possession or control, and (b) all charge/credit cards, email and computer access codes, internet access codes, software passwords or codes, and any other equipment or property belonging to Sonos previously in your possession or control. You agree to delete and finally purge any duplicates of files or documents that may contain Sonos information from any non-Sonos computer or other device that remains in your possession after the Termination Date.

7.2. Confidential Information, Invention Assignment and Arbitration Agreement

- a. You understand and agree that your At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement with Sonos or the At-Will Employment, Confidential Information and Invention Assignment Agreement and the Arbitration Agreement with Sonos that you signed at the commencement of your employment (in either case, the “Confidential Information and Arbitration Agreement(s)”—including your obligations
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thereunder—remain(s) in full force and effect in accordance with its/their terms, and survive(s) the conclusion of your Sonos employment.

- b. You represent and warrant that you have complied with all terms and conditions of the Confidential Information and Arbitration Agreement(s).
- c. You have reported and assigned to Sonos any Inventions and original works of authorship (as defined in the Confidential Information and Arbitration Agreement(s)), conceived or made by you (solely or jointly with others) that are covered by the Confidential Information and Arbitration Agreement(s), and have not incorporated any pre-existing inventions into any of your work product produced during your Sonos employment.
- d. If (i) you should file for your own or another's benefit, or someone should file on your behalf, for any United States or foreign patent, copyright or other intellectual property right(s) within a period of six months of the Termination Date, and (ii) such intellectual property right relates directly to products or projects on which you worked or to which you had access during your Sonos employment, you agree to disclose such invention or other intellectual property to Sonos prior to filing for any such intellectual property right. In such case, you agree that Sonos will have the right to request information from you related to the invention or other intellectual property (including, but not limited to, information related to the date of conception and/or implementation) for purposes of determining whether the intellectual property at issue uses, is derived from, and/or otherwise misappropriates Sonos' trade secrets and confidential information. As a condition of Sonos' Severance Payment and your retention of the severance benefits paid to you under this Agreement, you further agree that you will cooperate with, and respond to, all requests for such information. If you fail to discharge your obligations under this paragraph (as determined by Sonos in its reasonable discretion), you agree that Sonos may stop paying all severance benefits to you under this Agreement and/or that you will repay to Sonos all Severance Payments and other benefits that already have been paid to you hereunder. Nothing herein limits Sonos' right to pursue all remedies to protect its intellectual property.

8. Non-Disparagement; Confidentiality

8.1 Non-disparagement. You agree not to take any action or make any statement, written or oral, which (a) disparages or criticizes Sonos, its officers, directors, investors or employees, and/or its or their business practices, or (b) disrupts or impairs Sonos' normal operations, including actions that would harm its reputation with current and prospective clients, business partners, or the public, or interfere with existing contracts or employment relationships with current and prospective clients, business partners or Sonos employees. This section shall not prohibit you from testifying truthfully in any legal proceeding or cooperating with any governmental investigation or engaging in any other conduct described in Section 4.4.a. The purpose of this provision is to prevent disloyal, reckless or maliciously untrue statements by Employee. Thus, for example, you are prohibited from generally badmouthing the Company's products or services without any good faith basis for doing so, but would be free to talk about your own

experiences working for the Company, subject to your obligation not to disclose Company trade secrets or proprietary information.

8.2 Confidentiality of this Agreement.

a. Subject to the Employee Rights set forth in Paragraph 4.3 and Paragraph 8.2(b) below, the provisions and negotiation of this Agreement will be held in strictest confidence by you and will not be publicized or disclosed in any manner whatsoever except as required pursuant to legal process (e.g., a judicially enforced subpoena); provided, however, that you may disclose this Agreement to members of your immediate family, to your attorney, accountant/tax preparer, and financial advisor if necessary to obtain their professional advices, or as may be necessary to enforce the Agreement's terms or as otherwise required by law. This section shall not prohibit you from testifying truthfully in any legal proceeding or cooperating with any governmental investigation or engaging in any protected conduct as set forth in Section 4.4.

b. Nothing in this paragraph shall affect any right you may have to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of your own choosing, or to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or from refraining from any or all such activities. To be clear, you are permitted to discuss the terms and conditions of employment with co-workers, the media, or others for mutual aid or protection

c. Further, pursuant to the Defend Trade Secrets Act: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

9.3 Cooperation. You agree to transition any matters on which you were working. You also agree to cooperate with Sonos and its attorneys at reasonable times and places in the prosecution and/or defense of any legal action wherein Sonos is a party and that involves any facts or circumstances arising during the course of your Sonos employment. Such cooperation includes, but is not limited to, meeting with Sonos' attorneys at reasonable times and places to discuss your knowledge of pertinent facts, appearing as required at deposition, arbitration, trial or other proceeding to testify as to those facts (and preparing for the same), and testifying truthfully to the best of your abilities at any such proceeding. Sonos will reimburse you for any related, reasonable and approved out-of-pocket travel-related costs/expenses you incur. Notwithstanding the foregoing, you understand and agree that Sonos will not provide you with any additional compensation for your time in relation to any such cooperation, except to the extent required by applicable law.

9. Consequences of Breach

If you breach any covenant, promise or representation made in this Agreement or the Confidential Information and Arbitration Agreement(s), then, without jeopardizing any other right or remedy available to Sonos and without affecting your duty to continue complying with your remaining covenants and promises under this Agreement and the Confidential Information and Arbitration Agreement(s), Sonos (a) shall be relieved of any obligation to provide any remaining consideration otherwise due under Section 2, and (b) if Sonos already has paid such consideration to you, it shall be entitled to recover it from you. In addition, you agree to reimburse Sonos for any loss, cost, damage, or expense, including, but not limited to, reasonable attorneys' fees, incurred by Sonos arising out of any action at law or equity, or any other proceeding necessary to enforce any of the terms, covenants or conditions of this Agreement and/or the Confidential Information and Arbitration Agreement(s) to the full extent allowed by law.

10. No Liability or Wrongdoing

You understand and agree that the release and accord and satisfaction set forth in Section 4 constitute a final compromise of the claims released thereby, and is not an admission by the Released Parties that any such claims exist and/or of liability by the Released Parties with respect to such claims. Nothing in this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, constitutes, will be construed to constitute, will be offered in evidence as, received in evidence as and/or deemed to be evidence of an admission of liability or wrongdoing by any and/or all of the Released Parties, and any such liability or wrongdoing is hereby expressly denied by each of the Released Parties. The release and the accord and satisfaction in Section 4 are, however, and may be asserted by any one or more of the Released Parties as an absolute and final bar to any suit or proceeding brought by you against any one or more of the Released Parties; provided, however, that nothing contained in this Agreement shall be construed to prevent an action for breach of this Agreement itself.

11. General Provisions

11.1 Complete Agreement. This Agreement contains the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, oral or written, concerning the matters covered by this Agreement; provided, however, that the Confidential Information and Arbitration Agreement(s) and Equity Documents remain in full force and effect. No modification, termination, or attempted waiver shall be valid unless in writing and signed by both parties.

11.2 Enforceability. The provisions of this Agreement are severable, and if any part of this Agreement is found to be unenforceable, the remaining provisions shall remain fully valid and enforceable.

11.3 Further Assurances. Each party agrees to execute all documents reasonably necessary to carry out the purpose of this Agreement and to cooperate with the other in the fulfillment of the terms of this Agreement.

11.4 Assignment. You shall not assign this Agreement. Sonos may assign this Agreement. The benefits of this Agreement shall inure to Sonos' successors and assigns and to your heirs.

11.5 Governing Law; Jury Trial Waiver. This Agreement shall be deemed to be made and entered into in the state of Minnesota. This Agreement and any claims arising out of this Agreement (or any other claims arising out of the relationship between the parties) shall be governed by and construed in accordance with the laws of the state of Minnesota and shall in all respects be interpreted, enforced and governed under the internal and domestic laws, without giving effect to the principles of conflicts of laws of such State. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

11.6 Authority; Counterparts; Electronic Copies: The Parties represent and warrant that they are duly authorized to enter into and execute this Agreement. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. In addition, to the maximum extent permitted by law, signatures may be provided in electronic form, including electronic signature via an online contract service, PDF, or via facsimile and shall have the same force and effect as an original signature.

11.7 Review and Rescission Period; Expiration of this Offer; Effective Date: If you accept the terms and conditions of this Agreement, you must sign it and return it to **Kathleen McAchran** at [***] on or before the Offer Expiration Date (which is eleven (11) days from the date that you received it). If you do not return an executed copy of this Agreement on or before the Offer Expiration Date, this offer will expire.

You acknowledge and understand that this Agreement includes a waiver and release of any claims you may have under the Minnesota Human Rights Act, and that you have fifteen (15) days from the date on which you sign the Agreement to rescind the waiver of those claims. To be effective, the rescission must be in writing and delivered to the Company electronically within the 15-day period and properly addressed to [***].

Provided you have executed, and have not rescinded, this Agreement, the Agreement shall become effective immediately upon the expiration of the 15-day rescission period (the "Effective Date"). Because this Agreement includes a waiver and release of rights, the Company advises you to consult with an attorney prior to executing it. You acknowledge that you had the opportunity to do so, and had the opportunity to have an attorney directly involved in negotiating the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as a sealed instrument on the date(s) set forth below.

I AGREE THAT: MY EMPLOYMENT BY SONOS IS TERMINATING. MY EMPLOYMENT WILL TERMINATE REGARDLESS OF WHETHER I ACCEPT THIS AGREEMENT. IF I DO NOT ACCEPT THIS AGREEMENT, OR IF I REVOKE MY ACCEPTANCE OF THIS AGREEMENT, I WILL NOT RECEIVE THE PAYMENT AND BENEFITS IN SECTION 2. I ALSO REPRESENT THAT: I HAVE BEEN ADVISED IN WRITING TO CONSULT WITH A LAWYER BEFORE SIGNING THIS AGREEMENT, I HAVE READ THE FOREGOING AGREEMENT, I FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND I AM VOLUNTARILY EXECUTING IT. IN ENTERING INTO THIS AGREEMENT, I DO NOT RELY ON ANY REPRESENTATION, PROMISE OR INDUCEMENT MADE BY THE RELEASED PARTIES WITH THE EXCEPTION OF THE CONSIDERATION DESCRIBED IN THIS DOCUMENT.

Date: August 7, 2025

Shamayne Braman, an individual

By: /s/ Shamayne Braman
Shamayne Braman

Date: August 7, 2025

SONOS, INC.

By: /s/ Eddie Lazarus
Eddie Lazarus
Chief Legal and Strategy Officer

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-226516, 333-229558, 333-236296, 333-256052, 333-262611, 333-269648, 333-276910, and 333-284743) of Sonos, Inc. of our report dated November 15, 2024 relating to the financial statements, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Los Angeles, California

November 14, 2025



KPMG LLP
Suite 2800
401 Union Street
Seattle, WA 98101

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statements (No. 333-226516, No. 333-229558, No. 333-236296, No. 333-256052, No. 333-262611, No. 333-269648, No. 333-276910 and No. 333-284743) on Form S-8 of our report dated November 14, 2025, with respect to the consolidated financial statements of Sonos, Inc. and the effectiveness of internal control over financial reporting.

/s/ KPMG LLP

Seattle, Washington
November 14, 2025

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

CERTIFICATION OF CHIEF EXECUTIVE OFFICER**PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Tom Conrad, certify that:

1. I have reviewed this annual report on Form 10-K of Sonos, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 14, 2025

/s/ Tom Conrad

Tom Conrad

Chief Executive Officer

(Principal Executive Officer)

CERTIFICATION OF CHIEF FINANCIAL OFFICER**PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Saori Casey, certify that:

1. I have reviewed this annual report on Form 10-K of Sonos, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 14, 2025

/s/ Saori Casey

Saori Casey
Chief Financial Officer
(Principal Financial Officer)

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Tom Conrad, Chief Executive Officer of Sonos, Inc. (the “Company”), hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge, this annual report on Form 10-K of the Company for the fiscal year ended September 27, 2025 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that the information contained in such annual report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 14, 2025

By: /s/ Tom Conrad
Tom Conrad
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Saori Casey, Chief Financial Officer and Chief Legal Officer of Sonos, Inc. (the “Company”), hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge, this annual report on Form 10-K of the Company for the fiscal year ended September 27, 2025 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that the information contained in such annual report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 14, 2025

By: /s/ Saori Casey

Saori Casey

Chief Financial Officer
(Principal Financial Officer)