Last updated September 2026

TICKET PURCHASE AND USE TERMS AND CONDITIONS

BALL ARENA

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, AS THEY GOVERN YOUR RIGHTS UNDER THE TICKET AND CONTAIN A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION BY WHICH YOU GIVE UP THE RIGHT TO FILE A LAWSUIT IN COURT INDIVIDUALLY AND FILE A LAWSUIT IN COURT OR ARBITRATE AS PART OF A CLASS ACTION WITH RESPECT TO ANY DISPUTES RELATING TO THE TICKET OR THE EVENT FOR WHICH IT IS ISSUED.

BY TENDERING PAYMENT FOR A TICKET (DEFINED HEREIN), ACCEPTING A TICKET, AND/OR USING A TICKET, HOLDER (DEFINED BELOW) SIGNIFIES ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO THESE TICKET TERMS AND CONDITIONS, THEN DO NOT ENTER THE VENUE!

This Agreement ("Agreement") is made by and between the purchaser of record of a Ticket Package ("Account Holder"), the bearer and/or purchaser of record of a Single Event Ticket ("Bearer") and/or any individual seeking entry to Ball Arena or surrounding property (including parking lots) (collectively, the "Venue") for an Event (defined below) through the use of a Ticket (defined below) issued to or held by Account Holder or Bearer (including, but not limited to, minors and other attendees), and all other persons acting or purporting to act on behalf of anyone gaining admission to the Event (each of the foregoing, including the Bearer, hereinafter a "Holder"), on the one hand, and Kroenke Sports & Entertainment, LLC, Kroenke Arena Company, LLC, KSE Parking, LLC, Colorado Avalanche, LLC, The Denver Nuggets Limited Partnership, and KS LAX, LLC (collectively referred to herein as "KSE") on the other hand (collectively, "Parties") and governs Holder's purchase and/or use of tickets for admission and seating (each a "Ticket") to attend an Event at the Venue. An "Event" includes any game of the Colorado Avalanche ("Avalanche"), Colorado Mammoth ("Mammoth") or Denver Nuggets ("Nuggets") (each a "Team Game") and/or any other public event or activation specified on the applicable Ticket, regardless of whether such Ticket is purchased, gifted, transferred, or obtained without a fee. Each of the Avalanche, Mammoth and Nuggets may be referred to as a "Team" and collectively as the "Teams". As determined solely by KSE, Tickets may be offered for a single, specified Event (each a "Single Event Ticket") or through a package providing Account Holder the right to purchase Tickets to multiple Team Games in one transaction (a "Ticket Package"). This Agreement and applicable terms contained herein apply to Ticket Packages and Single Event Tickets, as detailed below. For the avoidance of doubt, any reference to Teams and Leagues (defined herein) in the Agreement will apply with respect to the Team Games of such Team only. In consideration of the following promises and mutual covenants, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

I. TERMS AND CONDITIONS OF TICKET USE.

1. TICKETS. Each Ticket, whether a Single Event Ticket or as part of a Ticket Package, represents a **limited, revocable license to enter the Venue, at KES's sole discretion**, to attend the specific Event listed on the applicable Ticket and is subject to all terms and conditions stated herein. No person, except for attendees under the age of three years, may enter the Venue without a Ticket. Re-entry is prohibited. Failure to comply with this Agreement shall result in forfeiture of this license for the Event and/or any future Event(s) (at KSE's sole discretion), and all rights arising hereunder, without refund or credit, and shall entitle KSE to pursue all legal remedies available.

2. LIMITATIONS AND CONDITIONS TO USE.

A. Compliance with Laws and Venue Rules. Admission is contingent on, and Holder agrees it will be bound by all terms and conditions upon which Tickets for admission to the Venue are issued, and will observe at all times the rules, regulations, policies and limitations related to admission, behavior and use of the Venue, including, but not limited to, any Venue or League issued security policies, fan code of conduct policies, the Agreement, policies and prohibitions against deceptive trade practices, health and safety policies and assessments, and applicable bag policies, as determined on an on-going basis as set forth herein ("Venue Rules"), and all applicable laws, statutes, rules, regulations, guidelines, decisions and orders of any applicable federal, state or local governments, administrative agencies and commissions (collectively, "Laws"), as well as any additional terms and conditions established by the applicable League and/or its affiliates (including, without limitation, those set forth at the following URLs: https://www.nhl.com/fans/fan-code-of-conduct and https://www.nba.com/nba-fan-code-of-conduct), and any operator of the Venue or related grounds (including, without limitation, parking areas and entry gates) at which the Event or any surrounding activities (in whole or in part) for which a Ticket is issued is held (collectively, all such additional terms, "Supplemental Terms"). Supplemental Terms include, but are not limited to, any health and safety requirements and other terms, as may be updated from time to time, set forth at the following URL: BallArena.com/NewSafetyProtocols. KSE, the Venue and each Team (as applicable) reserves the right to refuse admission, eject, and/or revoke the right to enter or remain in the Venue, without refund, for anyone failing to comply with the Venue Rules or Laws or engaging in any misconduct, as determined by the Venue in its sole discretion, including, without limitation, engaging in inappropriate or harassing behavior or verbal and/or physical abuse of any players, employees, or contractors engaged in the operation of the Venue or other invitees of KSE. The then-current Venue Rules can be found on the Venue's website and are available for review upon request from a Guest Relations Specialist at the Venue.

Each policyholder (e.g., Venue, League, etc.) reserves the right, at any time and with or without notice to Holder, to amend, modify or supplement its respective rules and policies (e.g., Venue Rules, Supplemental Terms, etc.) as it deems necessary, in its sole discretion, on an on-going basis and it is Holder's obligation to be familiar with and comply with the applicable rules and policies (e.g., Venue Rules, Supplemental Terms, etc.) in effect at the time a Ticket is used.

B. Tickets Limits and Method of Purchase. KSE reserves its right to set a limit to the number of Tickets that a Holder can purchase, control, coordinate, manage, and/or direct in connection with an Event or as part of a Ticket Package (the "Authorized Limit"). Any purchase of Tickets in excess of the Authorized Limit, whether for any one Event or as part of a Ticket Package, must only be purchased through KSE's group sales department(s). The default Authorized Limit is eight (8) Tickets per Event, unless an Event expressly states that it has a different Authorized Limit. KSE reserves its right to adjust or waive the Authorized Limit if KSE determines in its sole discretion that individualized circumstances warrant such adjustment. Determinations of whether a Holder has complied with or violated the Authorized Limit are made by KSE based on information available to it (e.g., account, household, credit card, email address, street address, other personally identifiable information, another tie or relation, etc.). A prospective purchaser shall not avoid the Authorized Limit by purchasing, controlling, coordinating, managing or directing Ticket and/or Ticket Package purchases through the use of agents, representatives, or third parties; aliases; separate forms of payment; separate corporate entities; account(s) created for the purpose of, or used, to purchase Ticket(s) or Ticket Package(s) to hide or conceal the purchaser or Account Holder's identity, fraud; or other means. Any attempt to avoid or purchase in excess of the Authorized Limit through the foregoing means is considered a violation of this Agreement, and KSE reserves its right to withhold distribution of, deactivate, and/or cancel Ticket(s) or Ticket Package(s) and/or to terminate any account determined by KSE to have violated the same. Holder represents and warrants that Holder has the right to provide any information (account, household, payment, email address, street address, other personally identifiable information, another tie or relation, etc.) submitted by, through, or at the direction of Holder to purchase or use a Ticket or Ticket Package, and that such information is accurate, consistent, and not intended to mislead, deceive, or otherwise circumvent any applicable law, regulation, rule, or policy. KSE reserves the right to enforce this Section I.2.B (e.g., Authorized Limit violation, representation and warranty violation, etc.), including, but not limited to, by refusing to sell Tickets that would cause this policy to be violated, by withholding, revoking, and/or cancelling (some or all) Tickets or Ticket Packages associated with any account determined by KSE to have violated this policy, and/or by terminating any account determined by KSE to have violated this policy. KSE also reserves the right to make determinations and exceptions to this policy (e.g., Authorized Limit, etc.), in its sole discretion.

C. Deceptive Trade Practices. Colorado law restricts the purchase of tickets in excess of the applicable Authorized Limit for an online event ticket sale with the intent to resell. In accordance with Colorado Revised Statutes § 6-1-720(1)(a), it is a deceptive trade practice and unlawful, in the course of one's business, vocation, or occupation, to use or cause to be used "a software application that runs automated tasks over the internet to access a computer, computer network, or computer system, or any part thereof, for the purpose of purchasing tickets in excess of the applicable Authorized Limit for an online event ticket sale with the intent to resell such tickets" or use or cause to be used "a software application that runs automated tasks over the internet that circumvents or disables any electronic queues, waiting periods, or other sales volume limitation systems associated with an online event ticket sale." Accordingly, KSE reserves the right to withhold distribution of, deactivate, and/or cancel Tickets purchased, and/or to terminate any account, determined by KSE to have violated Colorado Revised Statutes § 6-1-720(1) or any other similar applicable federal, state, or local law. If KSE exercises any such reserved rights (except where provided elsewhere in this Agreement), as applicable, (i) KSE will issue a refund to the original purchaser the prorated original purchase price amount already paid to KSE at the original point of sale for such cancelled Ticket(s), or (ii) the original purchaser (or other person or entity on record) will immediately pay the outstanding balance of any amounts due to KSE by them for any remaining (non-cancelled) purchased Ticket(s) that have not been paid for in their entirety.

D. Fraud and Misconduct. It is hereby considered fraud, misconduct and a violation of the Venue Rules to: (i) use, or cause to be used, an internet website to display any combination of text, images, web designs, or internet addresses, that causes such website to appear substantially similar to the internet website of the Venue; (ii) advertise, offer for sale, or contract for the resale of a Ticket, or accept full or partial consideration for resale of a Ticket, unless the applicable Ticket matches the resale description as advertised; (iii) advertise, offer for sale, or contract for the resale of a Ticket, unless such Ticket that is the subject of a resale event is actually in the possession or constructive possession of the Ticket Holder which includes any person who has a written contract to obtain such Ticket or the applicable Ticket has been made available to the public by the Ticket Holder, including, without limitation, through a presale, fan club presale or any other promotional presale event; (iv) advertise, offer for sale, or contract for the resale of a Ticket without disclosing the total Ticket cost, inclusive of all ancillary fees that must be paid in order to purchase the Ticket, the first time a price is displayed to the purchaser and anytime the price is displayed thereafter, excluding sales tax, or otherwise make a false or misleading disclosure of subtotals, fees, charges, or any other component of the total price of a resale Ticket; (v) file a formal dispute with a card issuer, credit card company, or bank to initiate a transaction reversal (e.g., chargeback, etc.) when there is not a legitimate dispute between KSE and the Holder; (vi) purchase Ticket(s) or Ticket Package(s) with a stolen credit card or fraudulent payment information; (vii) provide any inaccurate, deceptive, inconsistent, or otherwise misleading information (account, household, payment, email address, street address, other personally identifiable information, another tie or relation, etc.) to purchase and/or use a Ticket or Ticket Package (e.g., an Account Holder's payment information and address on their Account not matching, etc.); and/or (viii) violate any provisions Colorado Revised Statutes § 6-1-720(1) or

any other similar applicable federal, state, or local law. KSE reserves the right to enforce this Section I.2.D, including, but not limited to, by refusing to sell Tickets that would cause this policy to be violated, by withholding, revoking, and/or cancelling (some or all) Tickets or Ticket Packages associated with any account determined by KSE to have violated this policy, and/or by terminating any account determined by KSE to have violated this policy. KSE also reserves the right to make determinations and exceptions to this policy, in its sole discretion. THE AUTHORIZED SELLER OF TICKETS FOR THE VENUE IS TICKETMASTER.COM. KSE IS NOT RESPONSIBLE FOR ANY TICKETS PURCHASED THROUGH ANY THIRD PARTY. CONSUMERS SHOULD EXERCISE DUE DILIGENCE IN THEIR PURCHASE OF ANY TICKETS FOR EVENTS AT THE VENUE THAT THEY DID NOT PURCHASE THROUGH TICKETMASTER.COM.

E. Personal Property. KSE, the Venue and Teams are not responsible for loss of personal property brought to and/or into the Venue or surrounding property (including, but not limited to, parking lots).

F. Searches. Holder and Holder's belongings may be searched upon entry into the Venue and/or other security checkpoints. Prohibited items (which may include, without limitation, bags) may be confiscated at the sole discretion of KSE, the Venue, the Teams, the Leagues, and/or their designated agents, and Holder hereby consents to the foregoing and waives any related claims that might arise against KSE, the Teams, the Venue, and/or the Leagues. If Holder elects not to consent, Holder will be denied entry into the Venue without refund or credit.

G. Recording and Broadcast Rights. The Leagues, the Teams and their respective broadcast partners are the sole holders of all rights in and to all television, radio, internet or any other broadcast of the applicable Team Games and other Events. Holder will not, directly or indirectly, create, transmit, distribute, misappropriate or sell (or aid in the transmission, distribution, misappropriation or sale), in any media now and hereinafter existing, any description (including, without limitation, game information), account (whether text, data or visual, and including, without limitation, play-by-play data), picture, image video, audio livestream or other form of exploitation reproduction of any Team Game, Team Game-related activity, other Venue related activity, or any Event (collectively, the "Event Works"). Holder agrees that by using a Ticket, Holder shall be deemed to have signed such Ticket, agreed to such Ticket terms, and granted KSE, the Venue, the Teams and the Leagues an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Event Works. **Violators are subject to ejection, in addition to all penalties and remedies provided by law, and in this Agreement**.

H. Accessible Seating. Designated accessible locations in the Venue are reserved for guests who require disability accommodations of those locations. The Venue provides disability accessible seating in designated locations, and no permanent fixed chair will be provided for these locations. Only those requiring disability accessible seating, and their companion(s), may use the seating in designated locations for disability accessible seating. Additional companion seats may be purchased for nearby seating locations, subject to availability. The Venue also provides semiambulatory seating (including seats that can be accessed without steps, designated aisle seats, or seats located close to exits) for guests who require such accommodations, but do not require disability accessible seating. Should a Holder not require the disability accommodation provided in the location for which a Ticket is issued, KSE or the Venue reserve the right to exchange the Ticket(s) for alternate seat locations determined solely by KSE or the Venue, subject to availability**. Purchasers may be required to attest that they have a disability that requires, or they are purchasing Ticket(s) for someone who has a disability that requires, the features of an accessible seat. These steps may be used in all sales, including, without limitation, those over the Internet.**

If Holder does not require the accessibility accommodation provided in the location for which a Ticket is issued, KSE or the Venue reserve the right to exchange the Ticket(s) for alternate seat locations determined solely by KSE or the Venue, subject to availability. If accessible seating has been purchased fraudulently, the purchaser is subject to investigation and/or relocation.

I. Promotions/Sweepstakes. No Ticket may be used for any form of commercial or trade purposes, including, but not limited to, advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming activities, without the express prior written consent of KSE and the Leagues, as applicable, for each use. Any non-editorial or commercial use of any League or Team trademark is prohibited without prior written approval of such League and/or Team, as applicable, for each use.

J. Name/Likeness Release. Holder grants permission to KSE, the Venue, the respective Team and League (as applicable), and each of its and their respective affiliates, sponsors, licensees, advertisers, broadcasters, designees, partners and agents a fully transferrable right and license, but not the obligation, to record their image, name, voice, likeness, actions, and/or statements ("Likeness") in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication or reproduction, which may be taken at the Event and/or in or around the Venue and to utilize, distribute, edit, modify and/or alter Holder's, and any Related Person's (defined below), Likeness at any time in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the Event in perpetuity, in any medium, whether now known or hereafter created, or context for any purpose (including, without limitation, commercial or promotional purposes) without further authorization, review or compensation.

Holder acknowledges that when attending an Event, Holder's Likeness may also be captured and displayed on the Venue center hung score board, with or without magnification and/or added "filters" imposed on top of Holder's Likeness for entertainment purposes, which will be visible to the Event audience and audiences watching any broadcasts of the Event and

may be recorded, rerecorded, and/or broadcast by others, which KSE, the Teams, and/or the Leagues may not be able to control. By entering the Venue, Holder consents to their Likeness being displayed on the Venue center hung scoreboard, with or without use of magnification and/or filters superimposed on Holder's Likeness. These uses may mean Holder's image is processed by third parties (including sponsors and vendors providing the technology used).

Additionally, Holder grants the respective Venue, Team and League permission to collect, use, share and store Holder's, and any Related Person's, facial and other biometric information as permitted by law, including, without limitation, for security and/or health purposes

If Holder objects to the uses of Holder's image described above, Holder should not enter the venue.

K. Team Rosters and Player Lineups. Holder hereby recognizes and acknowledges that team rosters and player lineups are subject to change at any time prior to, or during, the Event. Holder further acknowledges that neither KSE, the Venue, the Teams, nor the Leagues can make any representation, warranty and/or guarantee arising from or related to the participation or performance of any individual player in the Event, and KSE, the Venue, the Teams, and the Leagues hereby disclaim any and all such representations, warranties, and guarantees, whether express or implied (including, but not limited to, in any advertising or promotional materials related to the Event). Holder agrees that KSE, the Venue, the Teams, and the Leagues shall not be held liable or responsible for any allegation, claim, demand, proceeding, or action arising from or related to the participation or attendance of any individual player, or the performance of any player or team, in the Event, and that no refund will be owed Holder on the basis of non-participation or non-attendance of any individual player. By using a ticket, Holder acknowledges this disclaimer and voluntarily assumes all risks related to the attendance or performance of specific players at the Event.

L. Suspended Game. Holder further recognizes and acknowledges that the license provided by this ticket grants Holder a **one-time** entry to the Event at its scheduled date and time. If the Event commences at its scheduled date and time but is delayed or postponed at any point prior to its conclusion due to inclement weather or for any other reason (hereinafter a "Suspended Game"), Holder acknowledges and agrees that this license does not grant re-entry for any date and time scheduled for recommencement of the remainder of the Event. KSE in its sole discretion, will be entitled to determine whether this ticket will permit entry to the Suspended Game at the date and time for which it is rescheduled or at which play resumes, or whether any refunds shall be issued for this ticket.

M. Limited View or Obstructed View Tickets. Holder recognizes and acknowledges that if Tickets are listed as 'Limited View' or 'Obstructed View' the Venue has determined the seats may have a video view only, or partial or incomplete view of the stage, field, court, ice, etc. Certain Limited View or Obstructed View Tickets may also be in locations that put Holder in proximity to players, dancers, or other in Event specific ancillary activations, including, without limitation, television broadcasting, and Game presentation activations. Please see the Ball Arena FAQs and Accessibility Guide for more information.

3. RISKS AND WAIVER OF LIABILITY

A. Lost or Fraudulent Tickets. Neither KSE nor the Team (as applicable) is responsible for, and may refuse to honor, duplicate or duplicated, lost, stolen, destroyed, misplaced, forgotten of counterfeit Tickets. At the sole discretion of KSE, Tickets may be replaced for an additional cost. If a replacement Ticket is issued, such replacement Ticket will be honored over the original Ticket, and the original Ticket will be null and void.

B. Assumption of Risk. HOLDER OF THIS TICKET VOLUNTARILY ASSUMES ALL RISKS AND DANGERS of personal injury of any kind (including, without limitation, disability or death), illness, property loss and/or damage, and all hazards arising from, or related in any way to, the Event or any surrounding activities (in whole or in part) for which this Ticket is issued, including specifically but not exclusively the danger of injury by another person, hockey pucks, hockey sticks, flying balls, drones, facility conditions, and other equipment, or by thrown or launched objects (including, without limitation, promotional items), and other hazards associated with attending live events in a public forum, using a Ticket, and/or **becoming exposed to or contracting an Illness (as defined in Section I.5 below)**, whether occurring prior to, during, or after the Event, around or inside the Venue, howsoever caused and whether by negligence or otherwise. Except to the extent due to their own gross negligence or willful misconduct, to the maximum extent permitted by law, KSE, the Teams, the owners and operators of the Venue, the Leagues, the City and County of Denver, all third parties performing services at the Venue, each of their parent(s), subsidiaries, affiliates, related entities, vendors, contractors, subcontractors, sponsors and political subdivisions, and each of the aforementioned entities' respective departments, officials, officers, directors, partners, shareholders, owners, governors, alternate governors, members, trustees, employees, agents, representatives, successors and assigns, whether past, present or future and whether in their institutional or personal capacities (collectively, the "Released Parties") are expressly released from, and shall not be liable or responsible for, any claim, loss, damage, Illness, injury, disability, or death to any person or property prior to, during, or after the Event, around or inside the Venue, or otherwise in connection with any Event or ancillary event/activity resulting from any cause, including specifically, but not limited to, claims arising from or relating to the negligence of any Released Parties.

WARNING! DESPITE ENHANCED SPECTATOR SHIELDING MEASURES, PUCKS, STICKS, BALLS, EQUIPMENT, AND OTHER EVENT-RELATED ITEMS STILL MAY FLY INTO THE SPECTATOR AREA. SERIOUS INJURY, DISABILITY, AND/OR DEATH CAN OCCUR. STAY

ALERT AT ALL TIMES, INCLUDING DURING WARMUP AND AFTER PLAY STOPS. IF STRUCK, IMMEDIATELY ASK AN USHER FOR DIRECTIONS TO A MEDICAL STATION.

C. Waiver of Liability. On behalf of Holder and Holder's Related Persons (defined below), Holder RELEASES, WAIVES, DISCHARGES, HOLDS HARMLESS and COVENANTS NOT TO SUE each of the Released Parties with respect to any and all claims, including, without limitation, for negligence and/or wrongful death, disability, injury, or illness, that Holder or any of Holder's Related Persons may have (or hereafter accrue), against any of the Released Parties, that relate to any of the risks, hazards, and/or dangers described in the preceding paragraph, without limitation with respect to any claim, liability, damage, cost, expense, or demand of whatever kind or nature that arise out of or relate in any way to (i) Holder's exposure to an Illness; (ii) Holder's entry into, or presence within or around, an Event at or near the Venue (including, without limitation, all risks related thereto, and including, without limitation, in parking areas or entry gates) or compliance with any protocols or Security Requirements applicable to each Event; (iii) any interaction between Holder and any personnel of any of the Released Parties or another person present at an Event; or (iv) any act or omission on the part of any of the Released Parties in connection with monitoring or policing protocols applicable to any Event, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise. Holder further represents and warrants that Holder's Related Persons (or, as applicable, their parent or guardian) have reviewed this Agreement and separately agreed to its terms and conditions. TO THE EXTENT THAT HOLDER OR ANY OF RELATED PERSONS, OR PERSONS WHO CLAIM THAT THEY CONTRACTED AN ILLNESS FROM HOLDER OR HOLDER'S RELATED PERSONS, FILE A CLAIM, SUIT OR ARBITRATION AGAINST ANY OF THE RELEASED PARTIES ARISING FROM OR RELATING TO THESE TERMS OR AN EVENT AT THE VENUE, HOLDER HEREBY AGREES TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES AGAINST SUCH CLAIM, SUIT OR ARBITRATION TO THE FULLEST EXTENT PERMITTED BY LAW. IT IS ACKNOWLEDGED AND AGREED THAT THE RELEASED PARTIES ARE USING COMMERCIALLY REASONABLE EFFORTS TO ENSURE AND ENFORCE COMPLIANCE WITH APPLICABLE CDC GUIDELINES AND STATE AND LOCAL LAWS FOR PROTECTION AGAINST COVID-19 ("COVID-19 BEST PRACTICES") AND OTHER REASONABLE ILLNESS PREVENT PRACTICES, HOWEVER, NOTWITHSTANDING, HOLDER AGREES TO RELEASE, DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FOR ANY FAILURE OF THE RELEASED PARTIES TO ENSURE OR ENFORCE ANY COVID-19 BEST PRACTICES OR OTHER REASONABLE ILLNESS PREVENTION PRACTICES. "Related Person(s)" means Holder's heirs, assigns, executors, administrators, next of kin, anyone attending the Event with Holder or for whom Holder has obtained an Event Ticket, including, but not limited to any minor(s) or ward(s) for whom Holder is a parent or guardian, (which persons Holder represents have authorized Holder to act on their behalf for purposes of the release herein), and other persons acting or purporting to act on Holder's or their behalf.

4. GENERAL TERMS

A. Arbitration; No Class Actions; Waiver of Trial by Jury. **SHOULD ANY CURRENT OR FUTURE DISPUTE, CLAIM OR CAUSE OF ACTION RELATED TO A TICKET, AN EVENT, OR THIS AGREEMENT ARISE BETWEEN HOLDER AND KSE, THE VENUE, A TEAM AND/OR LEAGUE, HOLDER SHALL SEND A WRITTEN NOTICE DESCRIBING THE ISSUE (A "DISPUTE NOTICE") TO THE KSE LEGAL DEPARTMENT, AT 1000 CHOPPER CIRCLE, DENVER, CO 80202. THE DISPUTE NOTICE MUST CONTAIN THE FOLLOWING: (I) INFORMATION SUFFICIENT TO IDENTIFY ANY TRANSACTION, ACTIVITY, AND ACCOUNT AT ISSUE; (II) CONTACT INFORMATION OF THE CLAIMANT (INCLUDING NAME, ADDRESS, TELEPHONE NUMBER, AND EMAIL ADDRESS); AND (III) A DETAILED DESCRIPTION OF THE NATURE AND BASIS OF THE DISPUTE (INCLUDING THE DATE OF ANY TRANSACTION OR ACTIVITY AT ISSUE) AND THE RELIEF SOUGHT, INCLUDING A CALCULATION FOR ANY SUCH RELIEF. THE NOTICE MUST BE PERSONALLY SIGNED BY HOLDER (AND THEIR COUNSEL, IF REPRESENTED). HOLDER AND KSE, THE VENUE, THE APPLICABLE TEAM AND/OR LEAGUE AGREE TO MAKE A GOOD-FAITH EFFORT TO RESOLVE THE DISPUTE FOR AT LEAST SIXTY (60) DAYS (THE "NEGOTIATION PERIOD") FOLLOWING RECEIPT OF THE DISPUTE NOTICE. IF THE PARTIES CANNOT RESOLVE THE DISPUTE WITHIN THE NEGOTIATION PERIOD, THE DISPUTE SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING INDIVIDUAL ARBITRATION HELD BEFORE A NEUTRAL, SINGLE ARBITRATOR IN DENVER, COLORADO CONDUCTED BY NATIONAL ARBITRATION AND MEDIATION. THE NAM RULES WILL GOVERN EXCEPT AS SPECIFICALLY MODIFIED. THE COSTS OF SUCH ARBITRATION SHALL BE SPLIT EVENLY AMONG THE PARTIES, EXCEPT UPON AN ARBITRATOR'S FINDING THAT SUCH SPLIT RENDERS THE ARBITRATION COST-PROHIBITIVE TO HOLDER. ALL ISSUES ARE FOR THE ARBITRATOR TO DECIDE EXCEPT THE FOLLOWING ITEMS (WHICH ARE FOR A COURT OF COMPETENT JURISDICTION TO DECIDE): (I) ISSUES THAT ARE SPECIFICALLY RESERVED FOR A COURT; (II) ISSUES RELATED TO THE SCOPE AND ENFORCEABILITY OF THE ARBITRATION PROVISIONS; AND (III) WHETHER A DISPUTE CAN OR MUST BE BROUGHT IN ARBITRATION. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. TO THE FULLEST EXTENT PERMITTED BY LAW, HOLDER, KSE, VENUE, THE APPLICABLE TEAM AND/OR LEAGUE (AS APPLICABLE) AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY LAW, THE HOLDER, VENUE, THE APPLICABLE TEAM AND/OR LEAGUE WAIVE THE RIGHT TO A JURY TRIAL. NOTWITHSTANDING THE FOREGOING, EITHER PARTY HAS THE ABILITY TO BRING DISPUTES IN SMALL CLAIMS COURT. (THIS RIGHT DOES NOT ALLOW A PARTY TO REMOVE OR APPEAL A DISPUTE TO A COURT OF GENERAL JURISDICTION.) ANY DISAGREEMENT AS TO WHETHER A DISPUTE IS WITHIN THE JURISDICTIONAL LIMITS OF SMALL CLAIMS COURT IS FOR A COURT TO DECIDE AND ANY ARBITRATION SHALL BE STAYED.**

A DEMAND FOR ARBITRATION CANNOT BE MADE ANY EARLIER THAN CONCURRENTLY WITH THE FILING OF A REQUEST FOR MEDIATION, IF APPLICABLE. IN NO EVENT SHALL SUCH ARBITRATION DEMAND BE MADE AFTER THE UNDERLYING ALLEGED LEGAL CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS IN LEGAL OR EQUITABLE PROCEEDINGS. FOR STATUTE OF LIMITATIONS PURPOSES, RECEIPT OF A WRITTEN DEMAND FOR ARBITRATION BY THE PERSON OR ENTITY ADMINISTERING THE ARBITRATION SHALL CONSTITUTE THE INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS BASED UPON THE UNDERLYING ALLEGED CLAIM.

IF HOLDER DOES NOT CONSENT TO THIS CLAUSE, HOLDER MUST IMMEDIATELY LEAVE OR NOT ENTER THE VENUE.

B. Waiver and Amendment. Failure to enforce any provision of this Agreement will not be a waiver or prevent enforcement of the same or any other provision of this Agreement. KSE may amend or supplement the terms and conditions of this Agreement as it deems necessary on an on-going basis. By purchase, acceptance and/or use of a Ticket, Holder and all others who gain entry to the Venue (including the parking areas or entry gates) using Tickets issued to, provided to, or otherwise used to gain admission for the Holder, are deemed to have read and agreed to the terms of this Agreement then in effect. Bearer represents and warrants that each person who enters the Venue using Tickets purchased by, issued to, provided to, or held by the Bearer has authorized Bearer to act on their behalf for purposes of agreeing to these Terms and such authorization is confirmed by Bearer or such person entering the Venue.

C. Entire Understanding. Other than any language appearing on or with a Ticket, or any terms applicable to the purchase or acquisition of a Ticket, such as, by way of non-exclusive example, Ticketmaster's terms and conditions, which are incorporated by reference, this Agreement is the entire understanding and agreement between the parties with regard to its terms. In the event of a conflict between Ticketmaster's terms and these terms and conditions, these terms and conditions will apply.

D. Headings. The titles of the articles, headings, sections, and subsections of this Agreement are for convenience only, and do not define or limit the contents.

E. Severability. If any provision or part of this Agreement is held to be illegal, unenforceable or ineffective, such provision or part thereof shall be deemed modified to the least extent necessary to render such provision legal, enforceable and effective, or, if no such modification is possible, such provision or part thereof shall be deemed severable, such that all other provisions in and referenced in this Agreement and any Venue Rules and Supplemental Terms remain valid and binding.

5. COVID-19 AND OTHER ILLNESS-SPECIFIC TERMS

A. Safety Requirements. Each Ticket and Holder's and any Related Person's admission to the Venue are subject to all safety and health requirements and policies put in place by the Venue, Team and League (as applicable), including, without limitation, any requirements relating to coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, collectively, "COVID-19"), such as those relating to facemasks and/or enhanced health screenings (which may include without limitation a requirement that Holder and any Related Person be tested for and/or vaccinated for COVID-19 prior to an Event) and those policies and requirements set forth herein. Such policies and requirements as they may be updated from time to time (in the sole determination of the Venue, Team and/or League, as applicable) and as they may be communicated to Holder prior to or during an Event (whether orally or in writing) by, for example, posting on the Venue website or instructions provided by Team or Venue personnel or signage in or around the Venue, are collectively referred to below as the "Safety Requirements". Holder and each Related Person acknowledges and agrees to comply with the Safety Requirements (including, without limitation, all requirements that must be satisfied prior to or during an Event) and acknowledges and agrees that attendance at an Event is conditioned on such compliance.

B. Assumption of Risk. BY ATTENDING AN EVENT, HOLDER EXPRESSLY ACKNOWLEDGES AN INHERENT RISK OF EXPOSURE TO COVID-19 AND/OR OTHER ILLNESS EXISTS IN ANY PLACE WHERE PEOPLE GATHER AND THAT NO PRECAUTIONS (INCLUDING WITHOUT LIMITATION THE SAFETY REQUIREMENTS DESCRIBED ABOVE) CAN ELIMINATE THE RISK OF EXPOSURE TO COVID-19 AND/OR OTHER ILLNESS. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS, DISABILITY, AND/OR DEATH. WHILE PEOPLE OF ALL AGES AND HEALTH CONDITIONS HAVE BEEN ADVERSELY AFFECTED BY COVID-19, CERTAIN CATEGORIES OF PEOPLE HAVE BEEN IDENTIFIED BY PUBLIC HEALTH AUTHORITIES AS HAVING GREATER RISK BASED ON AGE AND UNDERLYING MEDICAL CONDITIONS. HOLDER AND EACH RELATED PERSON VOLUNTARILY ASSUME ALL RISKS AND DANGERS of personal injury (including, without limitation, disability and/or death), sickness (including, without limitation, illness and other risks of exposure to COVID-19, or and any strains, variations, adaptations or mutations thereof, the coronavirus that causes COVID-19 and/or any other communicable and/or infectious disease, virus, bacteria or illness or the causes thereof each, an "Illness"), lost, stolen, damaged or confiscated property, and all other hazards arising from, or related in any way to, the Event, whether occurring prior to, during, or after the Event, around or inside the Venue, or otherwise in connection with any Event or ancillary event/activity, however caused and whether by negligence or otherwise.

C. Specific Event Health and Safety Protocols. Certain Events, seating locations and/or experiences may require additional health and safety guidelines or requirements at the request of the promoter, touring artist or in accordance with League protocols which could include, without limitation, requirements to provide proof of COVID-19 vaccination, provide proof of a negative COVID-19 test and/or mandatory facemask requirements (collectively, "Event-Specific Safety Protocols"). Holder and each

Related Person agrees to comply with all such Event-Specific Safety Protocols as a condition of entry into the Venue for such Events. These requirements are subject to change at any time. Please visit BallArena.com/NewSafetyProtocols for the most up-to-date Safety Requirements and list of Events requiring Event-Specific Safety Protocols.

6. 1099 REPORTING. The IRS may require ticket vendors to report the amounts Holder receives for selling or reselling Tickets on such ticket vendor's marketplaces. Ticket vendors are generally required to file a Form 1099-K report with the IRS if the gross amount of a Holder's transactions on their marketplaces is $600 or more in a calendar year and will need to collect Holder's Social Security Number or Employer Identification Number. Ticket vendors will generally provide Holder with a copy of the Form 1099-K by January 31 of the following year. Some state taxing authorities may also require ticket vendors to report when Holder has made at least $600 in transactions on their marketplaces, although some states may require reporting based on different thresholds. When required, such ticket vendor will generally provide Holder with a copy of any required state forms.

7. HOLDER/RELATED PERSON BREACH. Breach of any of these terms (including, without limitation, any Venue Rules, Supplemental Terms, or representations and warranties) by Holder or a Related Person and/or failure to comply with Venue rules, instructions of Venue personnel, or the rules of the Leagues or the Teams, shall: automatically terminate any rights that Holder may have hereunder; shall render illegal and unauthorized any use of a cancelled Ticket for any purpose; and shall authorize the Venue, the Teams and/or the Leagues to, without any requirement to provide a refund or credit, withdraw the Ticket(s), refuse admission to the Venue, eject Holder and/or any Related Person from the Venue, or detain or cause the arrest of Holder and/or any Related Person, and/or subject Holder and/or any Related Person to all legal remedies available to the Venue, Teams, and/or Leagues.

8. PRIVACY. KSE's Privacy Policy governs the processing of all personal data collected from Bearer or Account Holder in connection with the purchase of any Single Event Ticket or Ticket Package.

II. ADDITIONAL TERMS SPECIFIC TO SINGLE EVENT TICKET PURCHASES ONLY

1. ALL TICKET SALES ARE FINAL. NO REFUNDS, CREDITS OR EXCHANGES, EXCEPT AS PROVIDED HEREIN. THE SOLE AND EXCLUSIVE REMEDY, including, without limitation, for if Holder and/or a Related Person is denied entry for not complying with Safety Requirements and/or a mandatory mask policy, if Venue capacity limitations result in Holder's Ticket(s) being cancelled, or if the Event is cancelled, rescheduled or postponed for any reason (or held without fans), is an account credit or a refund (as determined by KSE in its sole discretion) to the original purchaser of the original purchase price of the Ticket already paid to KSE at the original point of sale for such affected Ticket(s); however, the original purchaser of the affected Ticket(s) must request such remedy within thirty (30) calendar days of the original Event date to be eligible for it (otherwise, no remedy will be owed). Once an Event begins, it is deemed fully performed and no refunds or credits will be given. No refund, credit, or other remedy will be owed if Holder and/or a Related Person is ejected from the Venue, breaches this Agreement, fails to comply with Venue Rules, Supplemental Terms, or any other applicable laws, rules, or regulations, as provided herein. Further, KSE's and/or any of the other Released Parties' liability for breach of any term of this Agreement shall not exceed the original purchase price of the Ticket. **IN NO EVENT SHALL KSE OR ANY OF THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE TICKET OR FOR LOST PROFITS, REVENUES, OR BUSINESS OPPORTUNITIES, EVEN IF THE APPLICABLE RELEASE PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES**.

2. EVENT TIMES AND SEAT RELOCATION. The date and time of the Event (and the opening of Venue gates/doors) are subject to change at KSE's sole discretion, and no such change shall entitle Holder to a refund, credit, or any other remedy if Holder cannot attend the Event, except as specifically stated otherwise herein. KSE reserves the right to relocate and/or revoke specific seat locations for any reason including, without limitation, due to Venue modifications, Safety Requirements, Laws, and/or other circumstances, as deemed appropriate by KSE in its sole and absolute discretion.

III. ADDITIONAL TERMS SPECIFIC TO TICKET PACKAGES ONLY

1. ACCOUNT.

A. Dues Notification. After submitting an order or establishing a ticket account for a Ticket Package (the "Account"), Account Holder will receive an invoice or written confirmation from KSE (or the applicable Team) confirming the number of Tickets that Account Holder will receive, the location of Holder's seat(s), the Team Games for which Account Holder will receive Tickets, other benefits purchased by the Account Holder, and the annual fee associated with your Ticket Package (the "Membership License Fee"). The total amount of the Membership License Fee will be provided to Account Holder in an annual invoice prior to the start of a Team's season ("Dues Notification"). In accordance with Section I.2.B above, KSE, in its sole and absolute discretion, may set an Authorized Limit on the number of Tickets, whether for any one Event or multiple Events as part of a Ticket Package, an Account Holder may purchase. The default Authorized Limit is eight (8) Tickets per Event, unless an Event expressly states that it has a different Authorized Limit. KSE reserves its right to adjust or waive the Authorized Limit if KSE determines in its sole discretion that individualized circumstances warrant such adjustment. KSE may, without limiting any of its rights under this Agreement, withhold distribution of Ticket(s), deactivate or cancel already distributed Ticket(s), and/or terminate Account Holder's Account if KSE determines in its sole discretion that this Section III.1.A (e.g., Authorized Limit, etc.) has been violated.

B. Account Holder. Account Holder must be a living individual adult person or a legal business entity residing or with a principal place of business, as applicable, within the States of Colorado, Wyoming, Kansas, Nebraska, New Mexico and Utah (collectively, the "Territory"). The Account is the revocable license granted by KSE to Account Holder to manage the Tickets, payments, and other rights and obligations under this Agreement. The Account Holder is listed on the Account as the primary contact, ***except*** if the credit card on file is a company credit card, then the company shall be deemed to be the Account Holder. Only Account Holder is allowed to make changes to the Account. Account Holder must promptly notify KSE in writing of any changes in address, phone number, payment method and any other Account information. With respect to legal business entities who are Account Holders, all changes to Account records (*e.g.*, to the contact person) must be submitted to KSE in writing on the legal business entity's official letterhead and signed by a duly authorized individual along with any additional information that KSE determines in its sole discretion is necessary or appropriate to effect such change. Account Holder represents and warrants that they will not directly or indirectly provide any inaccurate, deceptive, inconsistent, or otherwise misleading information (account, household, payment, email address, street address, other personally identifiable information, another tie or relation, etc.) to purchase and/or use a Ticket or Ticket Package. KSE reserves the right to require valid photo identification and/or other proof of residence or domicile. Falsely claiming a legal residence or domicile at a post office box or commercial mail receiving agency located in the Territory, redirecting mail from inside/outside of the Territory or using addresses of persons or third parties located within the Territory (e.g., an Account Holder's payment information and address on their Account not matching) constitutes a material breach of this Agreement. KSE may, without limiting any of its rights under this Agreement, withhold distribution of Ticket(s), deactivate or cancel already distributed Ticket(s), and/or terminate Account Holder's Account if KSE determines in its sole discretion that this Section III.1.B (e.g., representations and warranties, etc.) has been violated.

C. No Rights to Other Events. Account Holder acknowledges and agrees that only the pre-season and/or regular season Team Games of the Team specified on the Dues Notification are included in their Ticket Package. As determined by KSE in its sole discretion, Account Holder may from time to time receive, but is not guaranteed, the right to receive or purchase Single Event Tickets for games or events other than the Team Games included in the Ticket Package, including, without limitation, post-season games conducted by the National Hockey League, the NHL member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC, NHL Network US, L.P., NHL Network US, Inc., National Hockey League Enterprises Canada, Inc., NHL Enterprises, Inc., the National Hockey League Players Association (including current and former players) and each of their respective employees, directors, officers, agents and representatives (collectively, the ("NHL"), the National Basketball Association, NBA Properties, Inc., NBA Media Ventures LLC, the NBA member teams, the National Basketball Players Association (including current and former players), and each of their respective affiliates, owners, directors, governors, officers, employees and agents (collectively, the "NBA"), or the National Lacrosse League ("NLL") ("Post-Season Games"), non-game events at the Venue (regardless of whether or not a Team is involved), or any games or events involving a Team not played at the Venue (e.g. concerts, conventions, the NCAA basketball tournament, League All-Star games, League events and/or other games or events, subject to the terms of this Agreement, the rules of event promoters, and the Constitution and Bylaws, resolutions, rules and regulations, policies, limitations and interpretations of the NHL, NBA, and NLL (each a "League" and collectively the "Leagues"), as determined by the applicable League on an on-going basis, including, without limitation: any Collective Bargaining Agreement between a League and/or its members and other parties; all agreements, consent decrees and settlements of a League, League members and/or other persons in furtherance of League business; and any national network agreements, corporate marketing, licensing, sponsorship or similar agreements between a League and third parties, as each presently exist and as each are hereafter enacted, amended, modified, supplemented, interpreted, made and enforced.

D. Accessible Seating Additional Requirements. In addition to the provisions set forth in Section I.2.H above, Ticket Package purchasers purchasing accessible seats will be required to attest in writing, and recertify annually, that they have a disability that requires, or that they are purchasing Tickets for someone who has a disability that requires, the features of an accessible seat. These steps may be used in all sales, including, without limitation, those over the internet.

E. Seat Relocation. KSE reserves the right to relocate and/or revoke specific seat locations due to Venue renovations, fan comfort and other circumstances deemed appropriate by KSE in its sole and absolute discretion.

F. No Warranty. No representation, warranty, covenant or guarantee is made by KSE or any Team or any League that any particular game or event, including, without limitation, any Team Game, will take place at the Venue, on any particular day or at any particular time, or that any particular number of Team or League games will be scheduled and/or played at the Venue during a Team or League season.

G. Corporate Account Holders. KSE reserves the right to require that any transaction hereunder be supported by appropriate corporate resolutions or other documents deemed necessary by KSE.

H. Electronic Transfer and Resale System(s). KSE may provide an electronic ticket, purchase, resale and/or transfer system for use by Account Holder. Use of any such system is subject to this Agreement and all terms and conditions related to the system (including, but not limited to terms of use provided by third parties). KSE may at any time and in its sole discretion: (i) suspend, modify, replace and/or discontinue the system(s); (ii) discontinue Account Holder's access to and/or use of the systems, withhold, revoke, or cancel (some or all) Tickets or Ticket Packages, and/or terminate the Account, if KSE suspects or determines that this

Agreement and/or system terms and conditions are violated; and/or (iii) institute a fee for system use by Account Holder on the Account.

I. Account Transfers; Assignment. Absent KSE's prior written consent in each instance, which may be withheld or granted in KSE's sole discretion, Account Holders have no right to transfer or assign their Account in whole or in part, to any person, entity, or to another name, including, without limitation by gift, transfer by will or trust, property settlement, transfer to creditors, or any other means for either the purpose, or having the effect of, avoiding or exceeding the applicable Authorized Limit and/or to hide or conceal the purchaser or Holder's identity. Therefore, any attempt to assign or otherwise transfer Tickets or other Account rights and privileges for either the purpose, or having the effect of, avoiding or exceeding the applicable Authorized Limit and/or to hide or conceal the purchaser or Holder's identity may result in KSE's cancellation of the Account. Any court order directing the distribution of Tickets or other Account rights and privileges to a person or entity not listed as the Account Holder, whether in bankruptcy or otherwise, will result in KSE's exercise of its right to immediately terminate the Account. Any KSE termination under this subsection III.1.I will result in cancellation of the corresponding Tickets and any Account parking passes, with, as applicable, (i) KSE refunding to the Account Holder the prorated original purchase price amount already paid to KSE by Account Holder for such cancelled Ticket(s) and any Account parking pass(es) to attend Team Games not played as of the effective date of termination or (ii) Account Holder immediately paying the outstanding balance of any amounts due to KSE by Account Holder.

Notwithstanding the foregoing, KSE may allow an Account Holder to request transfer of the Account to a member of the Account Holder's "Immediate Family" (defined hereunder as a spouse, parent, or child). Any such request must be submitted in writing, supported by appropriate documentation (e.g., proof of relationship) satisfactory to KSE, for KSE's approval (which may be granted or withheld in KSE's sole discretion). Upon a divorce or legal separation of an Account Holder and their spouse, KSE will honor a stipulation agreement or Court decree authorizing retention or transfer of the Account to one or both of the parties. Without a stipulation agreement or Court decree, the Tickets will revert to KSE and KSE will have the right to divide the Tickets between the parties or otherwise cancel the Account in KSE's sole discretion. In the event of the death of an individual Account Holder, KSE will honor a transfer to a member of Account Holder's Immediate Family, if Account Holder's intentions regarding such transfer are specifically detailed in the Account Holder's estate planning documents. Otherwise, the Tickets will revert to KSE and KSE will have the right to transfer or cancel the Account.

The foregoing prohibition on Account transfer or assignment will not be construed as a prohibition on an Account Holder from lawfully selling or transferring Tickets themselves in accordance with the terms of this Agreement; provided, however, that Account Holder is prohibited from selling or transferring Tickets that are: (i) received complimentary from KSE or a related charitable foundation for a charitable purpose; (ii) to a special event, such as a ticketed watch party; (iii) received as a part of a sponsorship agreement; or (vi) for premium seats such as Club Lexus.

J. Upgrades. Account Holders who are full-season ticket holders may request an upgrade of the location of the seat locations corresponding to the Tickets. All seat location upgrades will be granted or rejected in the sole discretion of KSE and are at all times subject to the availability of seats in the Venue.

K. Parking Passes. KSE may, in its sole discretion, offer Account Holder the opportunity to purchase passes for parking in Venue-controlled lots on terms and in locations determined by the Venue.

L. Preemption. As more fully described in Section III.3.C above, Account Holder agrees and acknowledges that the Account includes Tickets only for Team Games played by the applicable Team at the Venue during the applicable League's preseason and/or regular season. Account Holder agrees and acknowledges that each Team must comply with certain agreements and mandates made by the applicable League, and the League reserves the right to: cancel, postpone, reschedule or relocate games, as determined in the League's sole discretion; modify or discontinue, temporarily or permanently, any aspects of the rules, operations and presentations of Team-related games and events; and/or relocate any ticket seat locations, including, without limitation, season ticketholder seat locations, during Post-Season Games and other League-controlled games or events ("League Preemption"). In the event a Team Game is not played at the Venue as originally scheduled for any reason, including, without limitation League Preemption, such circumstance shall in no way be deemed, argued or construed to be a breach by KSE of any terms, conditions, agreement or other duties or obligations related to the sale of a Ticket and, in such event, Account Holder's sole remedy shall be a pro-rata Account credit or refund equal to the original purchase price amount already paid to KSE for the affected Ticket(s), as specified in the Dues Notification, and Account Holder and any other Holder hereby irrevocably waives and releases any claims they may have against KSE, the Teams, the Venue and/or the Leagues with respect to such Team Game not played at the Venue.

M. Amendment. Amendments, revisions and/or information about the Account terms and this Agreement may be sent to Account Holder and/or posted on KSE's website and/or a Team's website from time to time. Account Holder is responsible for reading and complying with all such information, revisions and amendments. Neither KSE nor any Team are responsible for problems, losses or inconveniences experienced because Account Holder did not read updates to the Account or this Agreement, or because information is sent to an incorrect address due to Account Holder's failure to notify KSE of any address change.

N. Notices. Any written notices to Account Holder shall be mailed to the address on the Account and/or sent to the e-mail address on the Account. Any written notices to KSE should be made via e-mail to the service representative or sales representative assigned to the Account by KSE.

O. Communications. Holder may be presented with the opportunity to elect to receive mobile alerts regarding information and updates pertaining to a specific Team Game, this Agreement, Venue Rules, supplemental terms and any changes thereto by opting-in. If Holder opts-in to receiving mobile alerts, Holder authorizes KSE and the applicable Team to use automated technology to send messages to the mobile phone number designated by Holder. Message and data rates may apply, according to the rate plan provided by Holder's wireless carrier, for which Holder shall be solely responsible. KSE and/or the applicable Team will not be responsible for any text messaging or other wireless charges incurred by Holder or by a person who has access to Holder's wireless device or telephone number. Holder might not receive Team alerts if the Account Holder's carrier or plan does not permit text alerts. The Team may send Account Holder a bounce back message for every message Holder sends to KSE or applicable Team. This service may not be compatible with all wireless carriers or devices. Holder may opt-out of receiving mobile alerts at any time by replying to an alert with the text message "STOP" or by sending the text message "STOP" to the shortcode provided. If Holder opts-out by sending a text message, KSE and/or the applicable Team may send a text to confirm the request. It may take up to ten (10) days to remove Holder's mobile device number from the text message opt-in database. For additional help, text "HELP" to the shortcode provided. KSE and the Teams are not responsible for the accuracy of any information displayed in the mobile messaging, for any misdelivery or untimely delivery of any mobile messaging, or Holder's deletion or failure to store any mobile messaging from KSE and/or the applicable Team.

2. COSTS AND PAYMENT

A. Ticket Cost. Payment of the Membership License Fee will be made, as selected by Account Holder, as either (i) a pay-in-full ("Annual Plan") or (ii) in substantially equal installments of the Membership License Fee ("Installment Amount") via a monthly payment plan ("Installment Plan"). For purposes of this Agreement, an Annual Plan and an Installment Plan may be referred to as a "Payment Plan". If Account Holder fails to select a Payment Plan, the Account will default to an Installment Plan as selected by KSE in its sole discretion.

B. Method of Payment. Account Holder will pay all amounts owed in accordance with the payment provisions of the Dues Notification.

C. Deposit. KSE may require Account Holder to submit a non-refundable deposit, as determined in KSE's sole discretion, to establish the Account and/or reserve the Tickets.

D. Late Payment. KSE may charge a late fee in an amount up to the highest charge allowed by applicable law for the outstanding or late payment of any amount due by Account Holder. Failure to pay the Membership License Fee in full by the deadline(s) established in the Dues Notification will be deemed an Account Holder Default.

E. Payments from Non-Account Holders. In KSE's sole and absolute discretion, KSE may accept payment from an individual or entity who is not Account Holder. Acceptance of such payment by KSE does not grant such third-party any rights, privileges or benefits under this Agreement (including but not limited to the right to receive Tickets), as all rights, privileges and benefits granted through this Agreement belong only to Account Holder.

F. Pricing Acknowledgement. Account Holder acknowledges that purchase of a Ticket Package grants Account Holder preferred pricing for regular season and playoff Tickets. As such, Account Holder specifically acknowledges and agrees that Ticket Packages that allow Account Holder to opt out at any time will require Account Holder to pay a Ticket Rate Difference (as defined below) for any such regular season or playoff games purchased prior to termination of such Ticket Package.

3. TERM; SEASON TICKET PACKAGE AUTO-RENEWAL. Unless otherwise specified on the Dues Notification and subject to the termination rights provided in this Agreement, the initial term of this Agreement is for a term of one (1) season of the applicable Team(s).

A. If Account Holder's Ticket Package purchase does not auto-renew, the following applies**: The term of this Agreement is for one (1) season, unless your Dues Notification specifically states that it will automatically renew.** Neither party has the right or obligation to renew this Agreement. Notwithstanding the foregoing, to the extent, in KSE's sole and absolute discretion, Account Holder is afforded the right of priority with respect to a right to repurchase/renew a Ticket Package, time is of the essence with respect to all deadlines set by KSE for Account Holder. If Account Holder fails to exercise any right to repurchase/renew by any deadline imposed by KSE, all of Account Holder's rights, titles and interest in and to the specific seat locations corresponding to the Tickets, as well as other rights, titles and interest extended to Account Holder as a Ticket Package purchaser, shall be terminated and forfeited back to KSE with no compensation to Account Holder and no future obligation with respect to those specific seats. KSE may, however, elect to restore any and all otherwise terminated and forfeited rights to Account Holder in KSE's sole and absolute discretion.

B. If Account Holder's Ticket Package purchase is specifically designated as auto-renewing and **includes** access to the Ford Champions Club or UMB Reserve, the following applies: This Agreement (and Account Holder's commitment to purchase the Ticket Package for the subsequent season of the applicable Team(s)) will automatically renew for one (1) additional season of the applicable Team(s) (a "Renewal Term") upon the prevailing terms and conditions as determined by KSE, unless Account Holder exercises their right to opt-out at the end of the then current Team season by cancelling their Account (as more fully described below). Thereafter, Account Holder's Account will continue to automatically renew at the end of each Renewal Term for an additional period of one (1) season of the applicable Team(s), unless Account Holder exercises their right to opt-out of the auto-renew process by cancelling their Account (as more fully described below). Such renewal terms and conditions (part of which will include the price of the Ticket Package for the Renewal Term) and instructions for Account Holder to cancel their Account will be provided to Account Holder in a Dues Notification at least twenty-five (25) calendar days in advance of each renewal. Account Holder will be required to provide KSE with notice of their intent to opt-out of a Renewal Term by the deadline specified in the Dues Notification for renewal, utilizing KSE's online or other specified opt-out process as set forth in the Dues Notification; otherwise, Account Holder's Account will be automatically renewed for the corresponding Renewal Term with no further action required by Account Holder or KSE.

C. If Account Holder's Ticket Package purchase is specifically designated as auto-renewing and **does not** include access to the Ford Champions Club or UMB Reserve, the following applies: This Agreement (and Account Holder's commitment to purchase the Ticket Package for the subsequent seasons of the applicable Team(s)) will continue on a year-to-year basis upon the prevailing terms and conditions as determined by KSE unless or until Account Holder or KSE cancels the Account (as more fully described in Section III.4 below). KSE will provide Account Holder with a Dues Notification on an annual basis of the yearly renewal terms and conditions (part of which will include the price of the Ticket Package).

D. Miscellaneous. KSE has the right, in its sole discretion, to modify the renewal terms and conditions, including changing prices or issuing different terms and conditions. All renewals are subject to this Agreement until or unless new terms and conditions are issued. If any provision contained in this Agreement conflicts with any provision of the new terms and conditions, the provision contained in the new terms and conditions will govern and control. Time is of the essence with respect to all deadlines set by KSE for Account Holder. If Account Holder affirmatively declines to repurchase/renew their Ticket Package, all of Account Holder's rights, titles and interest in and to the specific seat locations corresponding to the Tickets, as well as other rights, titles and interest extended to Account Holder as a Ticket Package purchaser, shall be terminated and forfeited back to KSE with no compensation to Account Holder and no future obligation with respect to those specific seats for subsequent seasons of the applicable Team(s). KSE may, however, elect to restore any and all otherwise terminated and forfeited rights to Account Holder in KSE's sole and absolute discretion.

4. DEFAULT AND TERMINATION.

A. Account Holder Default. If Account Holder fails to pay any amounts when due (e.g., through insufficient funds, chargeback, etc.), violated or violates the Authorized Limit, fails to perform any duty or obligation hereunder, or otherwise materially breaches this Agreement (including, without limitation, previous and current violation of Sections I.2.b, I.2.c, or I.2.d), or if Holder and/or any Related Person violates any Venue Rules, Supplemental Terms, Laws, or this Agreement while using a Ticket, KSE may, without limiting any of its rights under this Agreement, withhold distribution of Ticket(s), deactivate or cancel already distributed Ticket(s), and/or terminate Account Holder's Account. Upon termination of their Account, Account Holder will forfeit all rights to the Tickets, and Account Holder's obligation to pay the outstanding balance of any amounts due to KSE by Account Holder will be immediately due and payable. Termination of an Account will not affect Account Holder's obligations under this Agreement for amounts due to KSE or otherwise limit the rights and remedies available to KSE. KSE's acceptance of the partial payment of any amounts due by Account Holder will not constitute a forfeiture or waiver of KSE's right to receive the full amounts owed or of any other right or remedy available to KSE at law or in equity.

B. KSE Breach. If Account Holder terminates their Account due to a material breach of the Agreement by KSE, Account Holder's sole remedy will be a credit or refund of the amount already paid to KSE by Account Holder for Account Holder's Tickets to Events that have not occurred. However, Account Holder will immediately pay the outstanding balance of any amounts due to KSE by Account Holder for Tickets, parking passes or other benefits for an Event that has already occurred but for which they have not yet paid.

C. Nonoccurrence or Relocation. Notwithstanding anything herein to the contrary, if any Team Game does not occur at the Venue for any reason, or is held at the Venue but at a time and/or date other than originally scheduled, KSE will not be in breach of this Agreement. If a Team Game does not occur at the Venue and, as a result, the number of Tickets granted under this Agreement is reduced from the amount specified in the Dues Notification, Account Holder will not be charged for any such affected Tickets, or, if Account Holder has already made payment for such Tickets, Account Holder will receive a pro rata credit or refund equal to the original purchase price amount of such affected Tickets, as specified in the Dues Notification, that has already been paid to KSE.

D. Termination by KSE. KSE may terminate, for convenience, the Account and any Tickets and parking passes originating from the Account at any time by providing notice to Account Holder. If applicable, within a reasonable time after termination for convenience by KSE, KSE will return a pro rata portion of the Membership License Fee already paid by Account Holder hereunder for their Tickets to Team Games occurring after the effective date of termination, which Tickets shall be withheld, deactivated, or cancelled.

**** SECTION III.4.E BELOW IS ONLY APPLICABLE FOR TICKET PACKAGES THAT DO NOT INCLUDE ACCESS TO THE FORD CHAMPIONS CLUB OR UMB RESERVE ACCESS****

E. Termination by Account Holder for Auto Renewing Ticket Packages That **DO NOT** Include Access to Ford Champions Club or UMB Reserve.

i. Account Holder may, at any time and for any reason, opt out of the current season's Ticket Package by delivering written notice of such intent to terminate the Ticket Package using the opt out link found on Account Holder's Account Manager home page or by contacting Account Holder's representative (the "Termination Notice"). Account Holder acknowledges that the Termination Notice must be received: (i) at least ten (10) business days in advance of the date of a scheduled Team Game if on an Annual Plan; or (ii) at least ten (10) business days in advance of the next Installment Amount due date under an Installment Plan, for the termination to take effect. Account Holder acknowledges that terminating the current season's Ticket Package shall also automatically opt Account Holder out of any subsequent Renewal Term.

ii. Subject to Section III.4.E.iii below, if the Ticket Package is on an Installment Plan, then upon receipt of the Termination Notice by KSE, Account Holder will not be obligated to remit any Installment Amounts on or after the Termination Notice date (but shall be obligated to pay any amounts owed prior to the Termination Notice, including any amounts owed by way of failing to provide the Termination Notice ten (10) days in advance of the next Installment Amount due date). If the Ticket Package is on an Annual Plan, then upon receipt of the Termination Notice by KSE, KSE will issue a pro rata refund of the Membership License Fee paid for any unused Tickets occurring on or after the Termination Notice. In no event will Account Holder be entitled to a refund of any transferred, resold, or used Tickets under any circumstance. Effective as of the noted effective date of termination in the Termination Notice, KSE will not be obligated to honor any future Tickets (whether such unused tickets have been delivered to Account Holder or not) and in such instance KSE will have no liability to Account Holder or to anyone else.

iii. Account Holder acknowledges that by cancelling its Ticket Package, Account Holder will lose any preferred pricing offered to Account Holder for regular season or playoff Tickets for the then-current or most recent season, and will be required to pay the difference between the preferred and non-preferred rate ("Ticket Rate Difference") for any such regular season or playoff games purchased prior to termination of the Ticket Package. Account Holder specifically authorizes KSE to apply any prepaid portion of the Membership License Fee towards the Ticket Rate Difference and/or initiate a Charge or EFT to Account Holder's Card or Deposit Account for payment of such Ticket Rate Difference.