

## Season Ticket Membership Agreement

The Houston Dynamo is proud to offer season tickets ("Season Tickets"). By enrolling you have agreed to the following terms and conditions:

Definitions:

"Additional Dynamo Home Games" means matches other than Dynamo Home Games including but not limited to exhibition/friendly matches, CONCACAF Champions League, League's Cup and other similar matches designated by Dynamo played by the Houston Dynamo at the Stadium.

"Dynamo" means Dynamo Soccer, LLC, which operates the professional MLS soccer team, Houston Dynamo.

"Dynamo Home Games" means regular season MLS games played by the Houston Dynamo at the Stadium.

"License Fee" means the payment by Member to Dynamo under this Agreement.

"Matches" means Dynamo Home Games and Additional Dynamo Home Games.

"MLS" means Major League Soccer.

"Member" means an individual or entity in possession of a Membership.

"Member Guest(s)" means any person attempting to enter the Stadium under a ticket provided by a Member.

"Season" means an MLS scheduled season.

"Seat(s)" means the seat(s) identified by Dynamo which Member may use, subject to and during this Agreement.

"Stadium" means the open-air soccer stadium located in Houston, Texas commonly known as BBVA Stadium.

"SUM" means Soccer United Marketing.

### AUTOMATIC RENEWAL AND PAYMENT TERMS

By selecting Season Tickets, your Season Tickets will renew every year on the following payment terms:

Payment Plan Options. You will have access to four payment plans:

- a. 1-Installment: This plan allows season ticket holders ("Members") to pay in full each year on or before August 1 of the prior year for the following Season (e.g., payment by August 1, 2022 for the 2023 Season).

- b. 4-Installments: This plan allows Members to pay four (4) equal, quarterly, installment payments beginning on August 1 of the prior year (e.g., payment on August 1, November 1, 2022 and February 1, and May 1, 2023 for the 2023 Season).
- c. 6-Installments: This plan allows Members to pay six (6) equal installment payments due on the 1st of every other month from August of the prior year through June of the applicable year (e.g., payment on August 1, October 1, and December 1, 2022, and payments on February 1, April 1, and June 1 2023 for the 2023 Season).
- d. Monthly Installments: This plan allows Members to pay twelve (12) equal, monthly, installment payments beginning on August 1 of the prior year (e.g. monthly payments beginning August 1, 2022 for the 2023 Season).

Automatic Ticket Renewal. With the purchase of Season Tickets you have entered into an automatic renewal membership program. Through this program, your Season Tickets will automatically be renewed for the upcoming Season each August 1, unless you provide notice to the Dynamo of your request to “opt-out” via the online form located at <https://www.houstondynamo.com/members/optout> on or before July 31. Please note that if you opt-out you will retain membership status for the remainder of the current Season and any outstanding or future membership payments relating to the current Season must be paid by you.

Any changes to the price of the Season Tickets, will be communicated to you at least 30 days prior to the renewal date of August 1 each year. If you wish to select a different payment plan at the start of each subsequent Season, you may do so by informing Dynamo guest services department prior to July 15 of the following Season provided that no change in a payment plan will be effective until confirmed in writing by Dynamo.

Individuals or entities who purchase Season Tickets expressly authorize the initial and continued payment in accordance with their selected payment plan for the current Season and for each subsequent Season, until such time as they choose to opt-out of their membership as provided herein.

Playoffs & Additional Dynamo Home Games. The cost of MLS playoff tickets (“MLS Playoff Tickets”) and tickets for Additional Dynamo Home Games are incremental to the cost of Season Tickets. Members automatically retain seats for all home playoff games and Additional Dynamo Home Games and will be charged for MLS Playoff Tickets and Additional Dynamo Home Games unless Members opt out via <https://www.houstondynamo.com/members/playoff-optout> within forty eight (48) hours of receipt of MLS Playoff Tickets and Additional Dynamo Home Games pricing information from Dynamo. Members opting out shall incur no charges, and no change to their Season Tickets.

Pro-Rated Membership Dues. Season Tickets purchased on a date after the first Regular Season home match has been played in a current Season may be eligible for reduced membership dues. Please contact the Dynamo for further details regarding pro-rated membership dues.

Procedure if Payment Deadline Missed. If you are paying by cash or check, it is solely your responsibility to ensure payment is made prior to the deadlines specified. If you are paying by credit card and the credit card is declined for any given payment for any reason, the Dynamo will re-run the credit card 24 hours later, and again 48 hours after the payment was initially declined. If at any time, a deadline for payment under any payment plan has passed and payment has not yet been made, the Dynamo will attempt to

notify you by email and/or telephone. Notwithstanding the foregoing, if payment has not been made by a specified deadline, irrespective of your selected payment method and payment plan, the barcode for your Season Tickets shall be suspended until the account is brought up to date. The Dynamo may resell tickets for future matches otherwise reserved for you at any time while your Season Tickets are suspended. If your tickets for any future match are sold while your Season Tickets are suspended and the membership is subsequently restored, Dynamo may, subject to availability, substitute other tickets for those that have been sold.

## DYNAMO SEASON TICKETS TERMS AND CONDITIONS

The following terms and conditions (the "Agreement") apply to all Houston Dynamo Season Tickets, including both full-season memberships – i.e. seventeen (17) games – and partial-season memberships – i.e. nine (9) games (each a "Membership"). The breach of any of the terms and conditions contained herein will automatically terminate the grant of license and benefits evidenced by the Membership.

### 1. REVOCABLE LICENSE & TICKETS

Member acknowledges that any rights granted hereunder are in the nature of a license and as such no property interest arises by virtue of this Agreement. This license and any and all rights hereunder are revocable and terminable by Dynamo in its sole discretion. It is the Dynamo's standard policy to offer Members the opportunity to renew their Seats each year in the same location, provided such Members have paid the License Fee and applied any Abatement (defined in Section 13 below) in accordance with the terms set forth herein. However, in the case of any non-disabled Member whose seats are currently located in a wheelchair and companion seating area, Dynamo reserves the right to relocate such Member if applicable laws require that Dynamo make such seat(s) available for purchase by disabled patrons.

Member, or any Member Guest, must present a valid ticket in order to gain admission to the Stadium for the purpose of viewing the Dynamo Home Game or Additional Dynamo Home Game indicated on that ticket. If this ticket is lost, stolen, or otherwise displaced, and the holder of that ticket does not present the ticket at the Stadium at the time of the Dynamo Home Game or Additional Dynamo Home Game indicated on the ticket, the holder of the ticket will not be allowed to enter the Stadium. Member acknowledges that it is unlawful to sell or resell tickets on Stadium or adjoining property without written permission as required by Houston Code of Ordinances Chapter 22.

### 2. PAYMENT AUTHORIZATION

The Member understands that the Member is granting the Dynamo authorization to bill the Member for the License Fee in accordance with the payment terms that the Member selects. For all payments, this payment authorization shall remain in effect for so long as the Membership remains in effect. The Member hereby represents and warrants that the Member has the authority to approve charges in accordance with the listed payment information for the purpose of paying the Member's Membership dues. The Member understands and agrees that the Dynamo are not liable in any way for erroneous billing statements or incorrect charges, and that in the event of such a billing error, the Dynamo's only responsibility is to correct it if and when the Dynamo receive notice of the error. All deposits and/or payments made are non-refundable. The Member understands that it is solely the Member's responsibility to ensure the Member's payment information is current and to notify the Dynamo of any deficiencies such that they may be remedied, and that the Member's failure to do so within the specified

time frame will result in a loss of Membership privileges and may result in a revocation of Membership. The Dynamo reserve the right to charge a processing fee of \$20.00 in the event a payment is refused for any reason. Under all Memberships, all payments are due on the dates specified regardless of match cancellations or rescheduling – refunds will be addressed in accordance with the applicable policy in effect at that time for the applicable match.

### 3. MEMBERSHIP RIGHTS / PRIVILEGES RESTRICTED

The Dynamo's acceptance of payment for a Membership from any individual or entity who is not the account holder for such Membership does not grant any rights to such Membership to such individual or entity. Any rights or privileges associated with a Membership belong only to the account holder of record as entered on Dynamo's records. The Dynamo reserve the right to require that any transaction pertaining to a Membership held in a corporate name be supported by appropriate corporate resolutions or other documents.

### 4. PROHIBITION ON PROMOTIONS

Dynamo tickets or Membership privileges may not be used for advertising, promotion (including contests and sweepstakes) or other trade purposes without the Dynamo's express written consent.

### 5. PROMOTIONAL USE OF MEMBER IMAGE

The Member, both for the Member and for Member Guest(s), grants permission to the Dynamo, the participating MLS clubs, MLS and SUM and their agents to utilize the Member or Member Guest's image or likeness incidental to any live or recorded video display or other transmission or reproduction in whole or in part of the event to which the ticketholder is admitted, and further authorizes the use of the Member or Member Guest's image or likeness in connection with the promotion of the Dynamo, MLS and the sport of soccer.

### 6. OBJECTIONABLE CONDUCT

Member and Member Guests shall comply with all policies, rules and regulations established from time to time by Dynamo in its sole discretion, including, but not limited to, those terms and conditions upon which tickets and other benefits associated with this Agreement are issued or sold. If Dynamo determines that Member or any Member Guest has violated any such policies, rules and regulations, Dynamo shall have the absolute right to immediately eject Member and/or Member Guest without refund and terminate this Agreement.

### 7. RELEASE OF LIABILITY

MEMBER AND MEMBER GUESTS ASSUME ALL RISKS AND DANGER INCIDENTAL TO THE GAME OF SOCCER AND ALL OTHER EVENTS AT THE STADIUM, WHETHER OCCURRING PRIOR TO, DURING OR SUBSEQUENT TO, THE ACTUAL PLAYING OF THE GAME OR OTHER EVENT, SUCH AS, BUT NOT LIMITED TO, THE DANGER OF BEING INJURED BY PLAYERS, OTHER FANS, BALLS, OR ANY OTHER PROJECTILES, AND AGREE THAT DYNAMO, DYNAMO STADIUM, LLC, MLS, SUM, HARRIS COUNTY HOUSTON SPORTS AUTHORITY, CITY OF HOUSTON, HARRIS COUNTY AND THEIR RESPECTIVE AFFILIATES, OFFICERS, EMPLOYEES, SHAREHOLDERS, MEMBERS AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES" AND EACH INDIVIDUALLY, A "RELEASED PARTY") ARE NOT LIABLE FOR INJURIES FROM SUCH CAUSES. ADDITIONALLY, THE RELEASED PARTIES

SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO MEMBER, MEMBER'S GUESTS OR ANY OTHER PERSON FOR LOSSES ARISING FROM (I) COVID-19 AND OR MUTATIONS THEREOF, (II) BODILY INJURY, UP TO AND INCLUDING DEATH, (III) DAMAGE TO PROPERTY, OR (IV) THE SOLE OR JOINT NEGLIGENCE OF A RELEASED PARTY, EXCEPTING ONLY LOSSES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A RELEASED PARTY. MEMBER SHALL INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, CLAIMS, DEMANDS, COSTS AND EXPENSES ANY ONE OR MORE OF THEM MAY BECOME SUBJECT BY REASON OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF MEMBER OR MEMBER'S GUESTS.

## 8. AGREEMENT MODIFICATION

The Dynamo reserve the right to amend these Terms and Conditions in their sole discretion by posting such amendments (the "Amendments") to [www.HoustonDynamo.com/membershiptersms](http://www.HoustonDynamo.com/membershiptersms).

If Amendments are to take effect upon commencement of a subsequent Season, Members will be notified of any such Amendments on or before July 1.

If Amendments are to take effect during the current Season and in the discretion of the Dynamo are reasonably necessary to address safety, security or emergency situations, Members will be informed of any such Amendments upon the Amendments taking effect and will not entitle a Member to any refunds.

If Amendments are to take effect during the current Season and materially reduce or restrict any benefits to Members or impose any additional material obligations and are not implemented by the Dynamo to address safety, security or emergency situations, Members will be informed of any such Amendments at least 30 days prior to the Amendments taking effect (the "30 Day Notice Period"). In this instance, Members will be entitled to cancel their Memberships by providing written notice to the Dynamo during the 30 Day Notice Period, in which case such a Member will be entitled to reasonable compensation corresponding to the proportionate loss of any Membership benefits for the remainder of the Season, as determined in the Dynamo's sole discretion.

Without restricting the generality of the foregoing, the Dynamo reserve the right to:

- relocate Members during the regular season and at any time during the playoffs to accommodate public health requirements, broadcast or security requirements, or for any other reasonable purpose in the Dynamo' sole discretion, and Members will not be eligible for any refunds as a result of the relocation; and
- modify Membership pricing for future seasons.

## 13. ABATEMENT

If the Seats are not available for the viewing of at least 17 Dynamo Home Games during a Season, or 9 if Member purchased a partial-season membership, Member shall be entitled to receive an abatement ("Abatement") for such year equal to the License Fee (as adjusted by any discount applied above) multiplied by a fraction, the numerator of which is the difference between 17, or 9 if Member purchased a partial-season membership, and the number of Dynamo Home Games played at the Stadium during such Season, and the denominator of which is 17, or 9 if Member purchased a partial-season membership. At the election of Member, the Abatement may be applied as a credit against the earliest installment of the License Fee due for the following season, or shall be paid to Member within 60 days following the end

of this Agreement. However, if Member chooses not to apply any Abatement to the License Fee for the following season, Dynamo cannot guarantee the renewal of Member's Seats in the same location for the following year. Except for any Abatement provided hereunder, Member shall not be entitled to any other remedy by way of damages, credits, set-offs, deductions, rebates or relief from any of its obligations hereunder by reason of a failure of the Dynamo to play any of their preseason, regular season or playoff games at the Stadium during this Agreement. For any other default by Dynamo hereunder, Member shall be entitled to seek recovery of damages available under applicable law, except that in no event shall Dynamo be liable for damages in excess of the License Fee paid by Member hereunder.

#### 14. MISCELLANEOUS

The Member confirms that the Member has been given a full opportunity to obtain independent legal advice with respect to this Agreement has either obtained that advice or hereby waives any related rights or claims that might arise if that advice has not been obtained. The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision hereof. This Agreement contains all agreements of the parties with respect to the subject matter hereof and supersedes, cancels and replaces any other agreement, representation or understanding of any kind or nature. This Agreement is wholly governed by the laws of the State of Texas.

#### 15. INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

Member (also "you") hereby elects to resolve any and all claims and disputes relating in any way to this Agreement or our dealings with one another ("Claims"), except for Claims concerning the validity, scope or enforceability of this Arbitration Agreement, through BINDING INDIVIDUAL ARBITRATION. This Arbitration Agreement involves interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"), and not by state law. Dynamo (also, "we" or "us") reserves the right to resolve any and all Claims through any methods, including, but, not limited to, arbitration or commencing any legal action in any court with appropriate jurisdiction.

Except in the event that you reject arbitration as provided below, you will not be able to have a court or jury trial or participate in a class action or class arbitration. Other rights that you would have if you went to court will not be available or will be more limited in arbitration, including the right to appeal. You understand and agree that by allowing the resolution of any dispute through individual arbitration, YOU ARE WAIVING THE RIGHT TO A COURT OR JURY TRIAL. UNLESS YOU REJECT ARBITRATION AS PROVIDED BELOW, DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING. The arbitrator(s) may not consolidate the claims of multiple parties.

Arbitrations shall be administered by the American Arbitration Association ("AAA") pursuant to the applicable AAA rules in effect at the time the arbitration is initiated. You may obtain information about arbitration, arbitration procedures and fees from AAA by calling 800-778-7879 or visiting [www.adr.org](http://www.adr.org). If AAA is unable or unwilling to arbitrate a dispute, then the dispute may be referred to any other arbitration organization or arbitrator we both agree upon in writing or that is appointed pursuant to section 5 of the FAA. The arbitration shall take place in Houston, Texas. The arbitrator shall be authorized to award any relief that would have been available in court, provided that the arbitrator's authority is limited to you and us alone, except as otherwise specifically stated herein. No arbitration decision will have any preclusive effect as to non-parties. The arbitrator's decision shall be final and binding. You agree that this Arbitration Agreement extends to any other parties involved in any Claims, including but not limited to

Member Guests and our employees, affiliated companies and vendors. This Arbitration Agreement shall take precedence over the rules of the arbitration organization or arbitrator in the event of any conflict.

You will be responsible for paying all arbitration fees (other than the lower amount of filing fees you would have incurred in a state or federal court in Houston). Notwithstanding any other provision herein, you may seek relief in a small claims court for Claims within its jurisdiction. In addition, you may exercise any lawful rights to seek provisional remedies or self-help, without waiving the right to arbitrate by doing so. Notwithstanding any other provision of this Agreement, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire Arbitration Agreement shall be void. If any portion of this Arbitration Agreement other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement. This Arbitration Agreement will survive the termination of this Agreement, your fulfillment or default of your obligations under this Agreement, and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law).

YOU HAVE THE RIGHT TO REJECT ARBITRATION, BUT YOU MUST EXERCISE THIS RIGHT PROMPTLY. If you do not wish to be bound by this agreement to arbitrate, you must notify us in writing within sixty (60) days after the date you sign this Agreement. You must send your request to: Houston Dynamo, c/o Ticket Sales and Services, 2200 Texas Ave, Houston, TX 77003. The request must include your full name, address, account number, and the statement "I reject the Arbitration Agreement contained in my Season Ticket Agreement." If you exercise your right to reject arbitration, the other terms of this Agreement shall remain in full force and effect as if you had not rejected arbitration.

\*TERMS AND CONDITIONS ARE SUBJECT TO CHANGE PER SECTION 8 ABOVE