

This ticket is a revocable license that only grants the ticketholder a **one-time** entry to the Shell Energy Stadium (the "Stadium") and a spectator seat, or standing room, for the specified game (the "Event"). **Dates and times of the Event are subject to change or cancellation.** In the event that the date and/or time of the Event is changed, the term "Event" as used herein shall mean the game played at the newly-specified date and time. The holder, and if the holder is under the age of eighteen (18), holder's parent or legal guardian for themselves and on behalf of the holder (collectively, the "Holder"), agrees that: admission is contingent on Holder's agreement to the following terms and conditions, those available at [www.mlssoccer.com/about/fan-code-of-conduct](http://www.mlssoccer.com/about/fan-code-of-conduct), and the MLS Spectator Waiver (collectively, the "Terms"); and by using this ticket to enter the Stadium, Holder is deemed to have read the Terms and agreed to be bound by them with the same force and effect as if Holder signed these Terms. Failure to comply with any of these Terms, shall result in forfeiture of this license and all rights arising hereunder without refund and shall entitle Management to pursue all additional legal remedies available to it. Admission may be refused or withdrawn or Holder ejected at the sole discretion of the Stadium, Major League Soccer, L.L.C. and its affiliates ("MLS") or the Houston Dynamo FC and its affiliates (the "Club" and, collectively with the Stadium and MLS, "Management").

**ALL TICKET SALES ARE FINAL. NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. IF (I) ADMISSION IS REFUSED OR REVOKED OR (II) THE EVENT IS CANCELLED OR RESCHEDULED AND HOLDER IS NOT GIVEN THE RIGHT, WITHIN 12 MONTHS OF THE DATE OF THE EVENT, TO ATTEND A RESCHEDULED EVENT OR EXCHANGE THIS TICKET FOR A TICKET COMPARABLE IN PRICE AND LOCATION TO ANOTHER SIMILAR EVENT, THE SOLE AND EXCLUSIVE REMEDY IS A REFUND OF UP TO THE TICKET PRICE SET BY MANAGEMENT (THE "FACE VALUE"), UNLESS OTHERWISE PROVIDED BELOW OR BY APPLICABLE LAW. IN NO EVENT SHALL MANAGEMENT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES BEYOND THE FACE VALUE OF THE TICKET. ANY DISPUTE OR CLAIM RELATED TO, OR ARISING FROM, THIS TICKET SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION. HOLDER AND MANAGEMENT EACH AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND EACH WAIVES ANY RIGHT TO LITIGATE ANY SUCH DISPUTE OR CLAIM IN ANY COURT, WHETHER AS AN INDIVIDUAL, CLASS, OR COLLECTIVE CLAIM, AND WAIVES ANY RIGHT TO ARBITRATE ANY SUCH DISPUTE OR CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF HOLDER DOES NOT CONSENT TO THIS CLAUSE, HOLDER MUST LEAVE OR NOT ENTER THE STADIUM. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT. SHOULD ANY CURRENT OR FUTURE DISPUTE, CLAIM OR CAUSE OF ACTION RELATED TO THIS TICKET OR THE EVENT ARISE BETWEEN THE HOLDER AND PERSON OR PARTY INCLUDED WITHIN THE DEFINITION OF MANAGEMENT ("IMPACTED PERSON"), THE HOLDER SHALL SEND A WRITTEN NOTICE DESCRIBING THE ISSUE (A "DISPUTE NOTICE") TO HOUSTON DYNAMO, AT 2200 TEXAS AVENUE, HOUSTON, TEXAS 77003, ATTENTION: LEGAL DEPARTMENT. THE HOLDER AND THE IMPACTED PERSON AGREE TO MAKE A GOOD-FAITH EFFORT TO RESOLVE THE DISPUTE FOR AT LEAST 30 DAYS (THE "NEGOTIATION PERIOD") FOLLOWING RECEIPT OF THE DISPUTE NOTICE. IF THE HOLDER AND THE IMPACTED PERSON CANNOT RESOLVE THE DISPUTE WITHIN THE NEGOTIATION PERIOD, THE DISPUTE SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION HELD BEFORE A NEUTRAL, SINGLE ARBITRATOR IN HOUSTON, TEXAS CONDUCTED BY THE JUDICIAL ARBITRATION MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH THE JAMS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES EFFECTIVE JUNE 1, 2021. ANY AND ALL ISSUES RELATING OR PERTAINING TO ARBITRATION OR THIS ARBITRATION CLAUSE, INCLUDING BUT NOT LIMITED TO THE THRESHOLD QUESTION OF ARBITRABILITY OR THE ENFORCEABILITY OR VALIDITY OF THIS ARBITRATION CLAUSE, SHALL BE DELEGATED TO THE ARBITRATOR SELECTED PURSUANT TO THIS PROVISION.**

Holder and Holder's belongings may be searched upon entering the Stadium, and prohibited items may be confiscated, at the sole discretion of the Management. Holder consents to such searches and waives any and all claims relating to them. If Holder does not consent to such searches, Holder

will be denied entry or ejected from the Stadium without refund. Further, Management reserves the right to refuse admission to or eject any person whose conduct, in Management's sole discretion, violates these Terms or any applicable code of conduct implemented by Management, violates any applicable federal or state law or local order, or is otherwise disorderly, without refund. Inappropriate behavior or abusive language may result in ejection (without refund), forfeiture of season ticket privileges, and/or other legal action. Refund to Holder of the Face Value shall automatically terminate Holder's rights hereunder.

Holder agrees not to create, transmit, display, distribute, exploit, misappropriate or sell (or aid in such activity) any description or account (in any form, whether text, data or visual, and including, without limitation, play-by-play data) of the Event for any commercial, non-personal, purpose. Holder agrees not to create, transmit, display, distribute, exploit or sell (or aid in such activity) any photographs, images, videos, livestreams, audio or other form of display or public performance or reproduction of any portion of the Event (the "Works"). Notwithstanding the foregoing, Holder agrees that by using this ticket to enter the Stadium, Holder shall be deemed to have signed this ticket and granted each of MLS an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works. Holder also grants irrevocable permission to MLS and the Club (and their sponsors, licensees, advertisers, broadcasters, designees and agents) to use, publish, edit, and alter Holder's image, likeness, voice, actions and statements in any medium including, without limitation, any audio, video, film, photographs, social media, exhibition, publication or reproduction of the Event, and for any purpose, including without limitation the advertising or promotion of future MLS games or other services provided by MLS or by the Club, without further authorization or compensation and waives all claims and potential claims relating to such use unless prohibited by law.

**HOLDER VOLUNTARILY ASSUMES ALL RISKS, HAZARDS AND DANGERS** arising from or relating in any way to the Event, whether occurring before, during, or after the Event, including, without limitation, the risk of contracting a communicable disease or illness (including exposure to a bacteria, virus or other pathogen capable of causing a communicable disease or illness), the risk of physical injury or death, however caused, whether by players, by other people or by objects such as balls entering the spectator area, or otherwise, and the risks of lost, stolen or damaged property. Holder hereby waives all claims and potential claims relating to such risks, hazards and dangers.

Management is not responsible for, and may refuse to honor, any duplicate or duplicated, lost, stolen, destroyed or counterfeit tickets. Use of this ticket in violation of any law including, without limitation, the unlawful resale or unlawful attempted resale of this ticket is strictly prohibited and will result in seizure, revocation and/or forfeiture of this license without refund or compensation. This ticket is not redeemable for cash and may not be used for, or in connection with, any commercial or trade purposes including, but not limited to, advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming activities, without the express written consent of the Club and MLS.

**COVID-19 Health Promise:** In order to help mitigate the risk of transmission of the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "COVID-19") and other contagious illnesses, Holder agrees that Holder will not attend any Event if on the day of such Event, any local, state/provincial or federal (including, without limitation, Centers for Disease Control and Prevention (CDC) or Public Health Agency of Canada (PHAC)) regulations applicable to the jurisdiction of the Event require or recommend isolation or quarantine based on test results, symptoms of COVID-19, close contact exposure, or a travel advisory. Holder acknowledges that applicable regulations regarding COVID-19 quarantine and isolation requirements may change from time to time and Holder shall review and comply with such requirements prior to attending the Event.

**Safety Requirements:** Due to the uncertainty related to COVID-19, this ticket and the Holder's admission to the Stadium are subject to all safety and health requirements and policies put in place by Management, including potential requirements relating to face masks and enhanced health screenings (which may include a requirement that the Holder, and any person in the Holder's party, be tested for COVID-19 prior to or during the Event). Such policies and requirements as they may be updated from time to time (in the sole determination of the Management) and as they may be communicated to the Holder prior to or during the Event (whether orally or in writing) by, for example, instruction provided by Management personnel or signage in or around the Stadium, are collectively referred to below as the "Safety Requirements". The Holder acknowledges and agrees to comply with the Safety Requirements (including all requirements that must be satisfied prior to or during the Event), and attendance at the Event is conditioned on such compliance.

If any provision or part of the foregoing terms and conditions 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 these terms and conditions remain valid and binding.