

2023 Q2 + AUSTIN FC Q-MMUNITY GIVES GRANT-GIVING CAMPAIGN TERMS & CONDITIONS

GRANT ELIGIBILITY: The 2023 Q2 + Austin FC Q-mmunity Gives Grant-Giving Campaign (“Campaign”) is open to any organization that, at the time of application, is:

- certified as tax exempt under Section 501(c)(3) of the U.S. Internal Revenue Code (“Code”);
- not a private foundation as defined in section 509(a) of the Code;
- in good standing with the Internal Revenue Service, the Texas Franchise Tax Board, and the Texas Secretary of State;
- operating charitable programs or projects within a seventy-five (75) mile radius of Q2 Stadium (“Stadium”) in Austin, Texas, plus to the extent not included in the foregoing, the geographic area included within the corporate limits of the City of San Antonio, Texas and the City of San Marcos, Texas (“Territory”);
- determined in the discretion of Austin TeamCo LLC (“Austin FC”) and Q2 Software, Inc. (“Q2,” and together with Austin FC, the “Sponsors”), and based on the application materials submitted by the applicant, to meet the additional eligibility criteria of (i) addressing and advancing issues of equity and inclusion in the Territory and (ii) having a program that falls within one or more of the following impact areas: (A) education, (B) job skills and readiness, and/or (C) health and wellness; and
- intending to implement a project consistent with the objectives of the Campaign by no later than July 1, 2024.

The following are not eligible to receiving Campaign funding:

- individuals;
- political, legislative, or lobbying organizations;
- sports, athletic events, or athletic programs;
- programs primarily focused on religious worship, instruction, or proselytization;
- travel-related events, including student trips or tours;
- development or production of books, films, videos, or television programs;
- memorial campaigns; or
- individual schools, including charter schools, pre-schools, elementary schools, middle schools or high schools (public or private).

The Campaign is subject to all applicable federal, state, and local laws, rules and regulations. Void outside Territory, and where prohibited or restricted by law, rule, or regulation.

GRANTS: A total of three (3) \$50,000 grants will be available to be awarded (each, a “Grant”). Three (3) grant award recipients (each, a “Grantee”) will receive \$50,000 in Campaign funds to be used in support of the project identified in the Grantee’s application. The Grant is non-transferable and non-assignable, with no cash redemptions or substitutions except at Sponsors’ sole and absolute discretion.

HOW TO APPLY FOR THE GRANTS: The Campaign grant application period begins on **September 26, 2023** and ends on **October 16, 2023** (“Application Period”). During the Application Period, there is one (1) way to submit an application: complete and submit a Campaign grant application form available at <https://austinfc.typeform.com/qmmunitygives> and provide the required documentation, namely, (i) a project budget spreadsheet that shows your projected use of Campaign

funds and the overall project budget, (ii) your organization’s most recent statement of financial position or statement of financial activities, and (iii) your tax determination letter. No other application method will be accepted. **Limit one (1) application per organization. Multiple applications received from any organization in excess of the stated limitation will be void.** Grant applicants must fully complete and submit all non-optional data requested on the online application form to be eligible. Incomplete applications are void.

All information and files submitted in the format specified will be used solely for Campaign purposes and become property of Sponsors and used as provided in the MLS Terms of Use and Privacy Policy, each of which can be found by visiting <http://www.mlssoccer.com/terms-service> and <http://www.mlssoccer.com/privacy-policy> (both of which are incorporated herein by reference). Applicants to the Campaign may be given the option to receive commercial e-mails from Austin FC, Q2, 4ATX Foundation, Major League Soccer, L.L.C. (“MLS”), Soccer United Marketing, LLC (“SUM”), Pro Soccer Development, LP (“MLSNP”), and Player Development, LLC (“PDEV,” and together with MLS, SUM, and MLSNP, the “MLS Entities”); however, eligibility to participate in the Campaign is not dependent upon applicant’s consent to receive such e-mails and consenting to do so will not increase your chances of being awarded a grant. Proof of submission of an application is not considered proof of delivery to or receipt of such application. Furthermore, Sponsors shall have no liability for any application that is lost, intercepted, or not received by the Sponsors.

GRANT APPLICATION REVIEW AND CONSIDERATION: A panel of judges assembled by the Sponsors will judge all eligible grant applications received and select Grantees that, in the sole discretion of the judges, best meet the project criteria of (i) addressing and advancing issues of equity and inclusion in the Territory and (ii) having a program that falls within one or more of the following impact areas: (A) education, (B) job skills and readiness, and/or (C) health and wellness. On or about **November 17, 2023**, the Grantees of the Campaign will be selected, subject to verification of eligibility and compliance with the terms of these Grant Terms and Conditions. In the event of a tie, an additional, tie-breaking deliberation by the judges will determine the Grantee(s) from among the tied applicants using the judging criteria outlined herein. Sponsors reserve the right to not award the Grants if, in their sole discretion, they do not receive a sufficient number of eligible and qualified applications. The decisions of Sponsors are final and binding on all matters relating to this Campaign.

GRANTEE NOTIFICATIONS: Each potential Grantee must continue to comply with the Grant Terms and Conditions. Winning a grant is contingent upon fulfilling all requirements. Grantees will be notified by e-mail and/or telephone (in the sole discretion of Sponsors) by the Sponsors in advance of the public announcement of the Grantees, which will take place on or about **November 20, 2023**. In the event that any Grantee does not respond to any such notification within three (3) days of the date of issuance, a disqualification will result, the Grant will be forfeited and, at Sponsors’ sole discretion and time permitting, an alternate Grantee may be chosen from among all remaining eligible applicants. Grantee may be required to submit proof of identification to Sponsors and will be required to execute, have notarized and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Release of Publicity, within five (5) days of date of issuance. A disqualification will result, the Grant will be forfeited, and, at Sponsors’ sole discretion and time permitting, an alternate Grantee may be selected from among all remaining eligible applications if all required documents are not properly executed and returned within the specified period of time. Refusal or return of such documents as non-deliverable or Grantee’s noncompliance with these Grant Terms and Conditions will also result in disqualification and forfeiture of the Prize and, at Sponsors’ sole discretion and time permitting, may cause an alternate Grantee to be selected from among all remaining eligible applications.

REPRESENTATIONS AND WARRANTIES: By submitting a grant application, each applicant agrees that the information in its submission is true and accurate and that the submission does not contain any work of authorship owned by a third party as of the date of submission. If the application contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, the applicant is responsible for obtaining and agrees that it has obtained, prior to submission of the application, any and all releases and consents necessary to permit the use and exhibition of the application by Sponsors and the MLS Entities in the manner set forth in these Grant Terms and Conditions, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the application.

Sponsors reserve the right to disqualify any application it deems to be inappropriate, not in keeping with a Sponsor's image or that is otherwise not in compliance with these Grant Terms and Conditions, in its sole discretion, including but not limited to any application that: defames or invades the publicity rights or privacy of any person, living or deceased, or otherwise infringes upon any person's personal or property rights or any other third-party rights; promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message; is sexually explicit, lewd, or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional, or age group; profane or pornographic; contains nudity; is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted applications; contains trademarks, logos, or trade dress (such as costumes, distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, email addresses or street addresses; contains copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media), without permission; excepting those of Sponsors, contains or references any names, products, or services of any company or entity, or promotes any brand, product, or service of any company or entity; contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission; contains look-alikes of celebrities or other public or private figures, living or dead; communicates messages or images inconsistent with the positive images and/or goodwill to which we wish to associate or otherwise contains content that a Sponsor in its sole discretion decides is inappropriate or objectionable; and/or violates any law, rule, or regulation.

PUBLICATION AND ASSIGNMENT OF RIGHTS TO SUBMISSIONS: By submitting a grant application, applicants grant permission for Sponsors, the MLS Entities, and their respective designees to publish or publicize all or part of their application, including but not limited to applicant's name, likeness, and online application responses, in whole or in part, for advertising, promotional, and trade or other purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, worldwide in perpetuity, without notice or permission and without further compensation, except where prohibited by law.

WAIVER OF LIABILITY/PUBLICITY RELEASE: By participating in the Campaign and submitting an application, each applicant agrees to (i) be bound by these Grant Terms and Conditions, including all applicant requirements, and (ii) waive any and all claims or cause of action against the Sponsors, the MLS Entities, and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, representatives, and advertising and promotion agencies, and any and all other companies associated with the Campaign, and all of their respective officers, directors, employees, agents, and representatives (collectively, "Released Parties") arising out of participation in the Campaign or receipt or use of any Grant, including, but not limited to: (a)

interrupted or unavailable network, server, Internet service provider, website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing, or otherwise relating to or in connection with the Campaign, including, without limitation, errors or difficulties that may occur in connection with the administration of the Campaign, the processing of applications, the announcement of the Grants or in any Campaign-related materials, (b) incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Campaign; (c) late, lost, stolen, incomplete, illegible, misdirected, damaged, garbled, delayed, or undelivered mail, inaccurate, postage-due or garbled applications, via e-mail or mail; (d) injury or damage to applicants' or to any other person's computer related to or resulting from participating in this Campaign or downloading materials from or use of the website; (e) any injury, damage, or any loss that may occur, directly or indirectly, in whole or in part, including by not limited to personal injury, death, or damage to or loss of property, from the applicant's participation in the Campaign or receipt or use or misuse of the Grant or any travel or activity related to the receipt or use of the Grant. Grantee, by acceptance of the Grant, grants to Sponsors, the MLS Entities, 4ATX Foundation, and each of their respective designees the right to publicize such Grantee's name, biographical information and/or address (city and state of residence), submitted content, quotes, statements, opinions, photograph, voice, and/or other likeness and Grant information in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification, or permission, unless prohibited by law.

GENERAL CONDITIONS: The Campaign is designed to support charitable causes and to increase awareness of and interest in Sponsors and MLS. Sponsors and the MLS Entities shall have the sole right to disqualify any applicant for violation of these Grant Terms and Conditions or any applicable laws relating to the Campaign, and to resolve all disputes in their sole discretion. Released Parties (i) make no warranty, guaranty, or representation of any kind concerning any Grant, and (ii) disclaim any implied warranty. All disputes will be resolved under applicable U.S. laws in Travis County, Texas without giving effect to choice of law or conflicted law principles (whether of the State of Texas, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas. Sponsors' failure to enforce any terms of these Grant Terms and Conditions shall not constitute a waiver of that provision.

The Sponsors and the MLS Entities, as applicable, reserve the right, in their sole discretion, to cancel or suspend the Campaign for any reason or to not award any Grants, or to award Grants to non-applicants. Applying for a Grant in no way guarantees receipt of a Grant.

All online applications must include a valid e-mail address for the applicant. In case of multiple applications received from any organization or e-mail address, only the first application received from such organization or e-mail address will be considered. Sponsors reserve the right to modify these Grant Terms and Conditions for clarification purposes without materially affecting the terms and conditions of the Campaign.

SPONSORS: The sponsors of this Campaign and grantmakers are Q2 and Austin FC. The MLS Entities are not sponsors or administrators of this Campaign and are in no way responsible or liable for the administration of this Campaign. All trademarks used are the property of their respective owner(s) and are used for grant description purposes only. This Campaign is in no way sponsored, endorsed, or administered by or associated with Facebook, X (formerly Twitter), Instagram, or LinkedIn.