

DALLAS STARS ACCOUNT HOLDER TERMS AND CONDITIONS

2023-2024 Season

This agreement by and between DSE Hockey Club, L.P. (“Dallas Stars”) and Account Holder, as defined below, governs Account Holder’s purchase of tickets for admission and seating to attend Dallas Stars home games at the American Airlines Center in Dallas, Texas (the “Arena”) for the National Hockey League (“NHL”) 2023-2024 Dallas Stars regular season (the “Season”), or applicable portion thereof (each a “Ticket” and collectively “Tickets”), as set forth in Section 2. By tendering payment to the Dallas Stars and/or accepting a Ticket, Account Holder signifies acceptance of and agreement to be bound by the following terms and conditions (the “Terms”). For purposes of these Terms, “Account Holder” is defined as any individual or corporate entity that agrees to purchase any of the following for Dallas Stars home games played at the Arena: (i) a full-season package (a “Full-Season Package”), (ii) half-season package (a “Half-Season Package”), and/or (iii) any other multi-game package (an “Other Multi-Game Package”). Any of a Full-Season Package, Half-Season Package, or Other Multi-Game Package is also referred to herein as a “Ticket Package”. A Ticket Package only includes paid game tickets at the rates established by the Dallas Stars. A Ticket Package may, at the Dallas Stars’ sole discretion, include other benefits that do not increase the Ticket Package cash value and are not subject to credit or refund. Ticket Package accounts are each an “Account” and collectively the “Accounts”.

You, the Account Holder, acknowledge and agree to the following:

1. Purchases.

(A) All Sales are Final; No Refunds or Exchanges. Account Holder is not entitled to any refund, exchange, or cancellation on their Account, including without limitation, in the case of inability of or failure to use any Ticket. Any monies paid or deposited on an Account must be applied to the purchase of 2023-2024 Dallas Stars regular season home games played at the Arena. Any credits left on an Account after the 2023-2024 Dallas Stars regular season are non-refundable and cannot be applied toward the purchase of any other tickets (e.g., playoffs, next regular season, etc.) or anything else. Payment must be timely made on or before the agreed upon payment plan dates. Ticket delivery shall be scheduled to be made prior to the first game of the Ticket Package, but only after receipt by the Dallas Stars of full payment of all monies currently due in connection with the applicable Account.

(B) Taxes. Unless otherwise noted, Texas state and local sales and use tax is included in the sales price. Accordingly, unless determined otherwise by a legitimate taxing authority, you shall not be liable for additional payment of sales or use taxes. Notwithstanding the foregoing, you shall pay and/or be responsible for paying any applicable taxes not included in the total fee, regardless of when or upon whom such taxes may be levied, assessed or imposed by any such legitimate taxing authority. If such taxes are not collected directly from you by any such legitimate taxing authority and paid by the Dallas Stars directly, all such taxes shall be immediately due and payable by you to and upon demand by the Dallas Stars. You shall reimburse the Dallas Stars for any fees, penalties, interest, and other costs paid by the Dallas Stars with respect to such taxes.

2. **Revocable License. Each Ticket is a revocable license.** A Ticket allows the ticket holder to request admission to the applicable game played by the Dallas Stars at the Arena, but all ticket holders and

attendees/ticket users, and their ability to be at the Arena, remain subject to applicable Laws, including without limitation Arena Rules. Breach of any of these Terms shall entitle the Dallas Stars to all legal remedies available to it, including, without limitation, Ticket revocation and/or locking Account Holder's Account(s). The Dallas Stars reserve the right to refuse to sell tickets to any individual or entity for any lawful reason.

3. Payment Plan Terms. The following terms are applicable to each Account, and each Account Holder agrees to the following by agreeing to purchase a Ticket Package:

I, Account Holder, hereby authorize the Dallas Stars to process payment of my Account balance according to my payment plan election outlined and agreed to by me in my agreement with the Dallas Stars to purchase a Ticket Package or selected and agreed to by me during the ticket renewal process. I further authorize the Dallas Stars to automatically charge my credit card, debit card, or to initiate deductions from the account specified by me, per the terms and conditions of the agreement between the Dallas Stars and me, in order to process the payment plan and corresponding purchase(s). I agree that no further prior notification is required to be provided, unless the date or amount of the payment changes – in which case notice will be provided a minimum of ten (10) days in advance of payment. I understand that if I cancel this authorization, such cancellation does not relieve me of my payment obligations under my agreement to purchase a Ticket Package (please contact your financial institution regarding your right to cancel automatic payments). Please retain copies of all applicable documents for your records.

I understand that my payment plan agreement with the Dallas Stars will be made at the time of purchase and/or renewal of my Ticket Package, and I may request a copy of my payment plan terms from the Dallas Stars after the time of purchase and/or renewal requesting that the Dallas Stars provide such payment plan terms within two (2) business days of my request.

The payment plan agreement is subject to the terms of the Truth in Lending Act (TILA). I hereby acknowledge my awareness that (i) I am not being assessed a finance charge for participating in the payment plan; (ii) the balance is not subject to any assessed interest; (iii) I am not subject to any pre-payment penalty for paying the balance in advance of the designated payment plan dates; and (iv) late payments are subject to the Terms. I hereby further acknowledge that I have been provided with all necessary information related to the purchase of the Ticket Package and my participation in the payment plan, and that the Dallas Stars have my express authorization to process payment of the balance and the payment plan as outlined and agreed to by me at the time of purchase and/or renewal of my Ticket Package. Should I have any questions regarding this transaction as it relates to TILA, I have been advised that I should contact legal counsel.

4. Partial Payments. Account Holder acknowledges that partial payment of Account balance and/or any use of a Ticket indicates acceptance of these Terms and constitutes a legal obligation on the part of Account Holder to remit the entire Account balance. Any partial payments received by the Dallas Stars and/or any of its affiliates or related entities are not refundable. For an Account Holder that is set-up on an installment payment plan, if that Account Holder fails to timely make any required payment, the Account Holder shall be considered in breach of this Agreement and the Dallas Stars shall be entitled to all legal remedies available to it, including without limitation the termination rights set forth in Section 6. In addition to any other remedies available, the Dallas Stars reserve the right to charge a processing fee if an authorized charge is refused by the payment financial institution for any reason. If the Dallas Stars and/or any of its affiliates or related entities incur any fee or other expense associated with the collection of any

outstanding Account balance from Account Holder, Account Holder shall be liable for all such expenses (including, without limitation, attorneys' fees, court costs, and collection agency fees) incurred by the Dallas Stars and/or its affiliates or related entities.

5. Resale Limitations. Account Holder acknowledges that the spirit of being an Account Holder is not to generate financial gain or benefits for the Account Holder, but rather is rooted in a desire to support the Dallas Stars. As such, the Account Holder acknowledges that their resale and/or trade activity may be monitored and tracked by the Dallas Stars, and, if Account Holder sells, attempts to sell, or engages a third party to sell on their behalf a majority of the Tickets, Account Holder shall be in breach of this agreement, and the Dallas Stars shall be entitled to all legal remedies available to it, including, without limitation, Ticket revocation and/or locking Account Holder's Account(s).

6. Breach. If Account Holder fails to timely make any payment or otherwise violates the Terms, the Dallas Stars reserve the right to (a) withhold or suspend Account Holder's Account(s) Tickets until payment is made and the Account is in good standing, (b) lock Account Holder's Account(s) and require that Account Holder pay the Account balance(s), and (c) retain any amounts paid to date, including without limitation for any games not yet played. Following the Dallas Stars exercising any right in this Section 6, the Dallas Stars shall have no further obligation to the Account Holder, whether under this agreement or otherwise (including, without limitation, forfeiting any interest, if any, in any playoff tickets). However, Account Holder's obligations to the Dallas Stars shall continue as detailed above in this section.

7. Renewal.

(A) Full-Season Package. This Agreement (and Account Holder's commitment to purchase the Full-Season Package for the subsequent Dallas Stars regular season) will automatically renew for one (1) additional Dallas Stars regular season (each a "Renewal Term") upon the prevailing terms and conditions as set by the Dallas Stars unless Account Holder cancels their Account (as more fully described below). Thereafter, this Agreement will continue to automatically renew unless Account Holder exercises their right to opt-out of the auto-renew process (as more fully described below). Such terms and conditions, which will include the price of the Full-Season Package for the subsequent Dallas Stars regular season, will be provided to Account Holder in advance and Account Holder will receive at least twenty-one (21) calendar days to decide if Account Holder would like to purchase the Full-Season Package on the prevailing terms and conditions or cancel Account Holder's Account after the full payment of Account Holder's outstanding obligations. **As part of the renewal process, Account Holder will be required to provide the Dallas Stars with written notice of its intent to opt-out of a Renewal Term, utilizing the Dallas Stars' then current opt-out process which may be online, or Account Holder's Account will be automatically renewed for the corresponding Renewal Term with no further action required by Account Holder or the Dallas Stars.** Time is of the essence with respect to all dates provided by the Dallas Stars, including without limitation those for renewal or repurchase of a Ticket Package. If Account Holder affirmatively declines to renew the Full-Season Package, all of Account Holder's rights, titles and interest in and to the specific seat locations corresponding to the Tickets for the then current Dallas Stars regular season, as well as other rights, titles and interested extended to Account Holder as a Full-Season Package Account Holder, shall be terminated and forfeited back to the Dallas Stars with no compensation due to Account Holder.

(B) Half-Season Package or Multi-Game Package. For a Half-Season Package or Multi-Game Package, neither party has the right or obligation to renew this Agreement. Notwithstanding the foregoing, the Dallas Stars may, in the Dallas Stars' sole discretion, and provided that the Account is in good standing, offer Account Holder a right of priority with respect to the renewal or repurchase of a Ticket Package. In order to participate in the renewal option, the Account Holder must (i) communicate in writing their desire to renew their Account seats to their designated Dallas Stars Account representative (subject to any deadlines imposed by the Dallas Stars), (ii) pay the initial payment installment, and (iii) not otherwise be in default. Time is of the essence with respect to all dates provided by the Dallas Stars, including without limitation those for renewal or repurchase of a Ticket Package. If Account Holder fails to exercise any right to renew or repurchase a Ticket Package by the deadline imposed by the Dallas Stars, all of Account Holder's rights, titles and interest in and to the specific seat locations corresponding to the Tickets for the then current Dallas Stars regular season, as well as other rights, titles and interested extended to Account Holder, shall be terminated and forfeited back to the Dallas Stars with no compensation due to Account Holder.

8. Relocation Election. Without in any way limiting the Dallas Stars' rights, the Dallas Stars may, in the Dallas Stars' sole discretion, offer Account Holder, provided that the Account is in good standing and subject to the terms and conditions imposed herein and/or in any targeted formal communication from the Dallas Stars, the opportunity to participate in a "Relocation Election", wherein Account Holder may, subject to Account Holder's priority ranking, elect to relocate, increase, or otherwise modify their Account seats. In order to participate in the Relocation Election, Account Holder must also properly and timely (i) communicate in writing in the method designated by the Dallas Stars their desire to renew their Account seats to their designated Dallas Stars Account representative (subject to the deadlines set by the Dallas Stars), (ii) pay the initial payment installment, (iii) comply with all other applicable terms and conditions, and (iv) not otherwise be in default. Following proper, timely renewal by the Account Holder, the Dallas Stars may provide the Account Holder with an option to participate in a Relocation Election. The Dallas Stars covenant to use good faith in establishing the priority ranking and in executing the Relocation Election. Notwithstanding the foregoing, the Account Holder hereby acknowledges that the Dallas Stars, at the Dallas Stars' sole discretion, reserve the right to modify, alter, or otherwise cancel the Relocation Election program and/or to restrict the inventory available for the Relocation Election. Furthermore, the Account Holder hereby acknowledges that any renewal privilege referenced herein is extended at the Dallas Stars' sole discretion and is subject to revocation by the Dallas Stars at any time.

9. Transfer of Account. Except in the case of a transfer to an eligible immediate family member (defined hereunder as a spouse, father, mother, son or daughter) who is at least eighteen (18) years of age, Account Holder does not have the right to transfer their Account to another individual or entity. If Account Holder desires to transfer their Account to another individual or entity, Account Holder shall submit a written request to the Dallas Stars for consideration. The determination of whether to grant, withhold, condition, or deny the request will be made at the Dallas Stars' sole discretion. If such a transfer is granted by the Dallas Stars, Account Holder shall comply with all reasonable procedures required by the Dallas Stars to effectuate the transfer. Notwithstanding the foregoing restrictions, Account Holder may, under the following limited circumstances and following receipt of a written request by the Dallas Stars from Account Holder, modify the name on the Account following: (i) a legal name change; (ii) a change in marital status; (iii) a change of the legal business name of the business listed on the Account; (iv) dissolution of the business listed on the Account; (v) sale of the business listed on the Account; (vi) or death of the Account Holder of record on the Account (each a "Justified Account Name Change"). In order to facilitate a

Justified Account Name Change, the Dallas Stars may require reasonable proof from the Account Holder (e.g., in the case of a legal name change, Account Holder may be required to furnish documentation from the Social Security Administration evidencing such formal name change) at the Dallas Stars' sole discretion.

10. ADA Accessible Seating. Designated Americans with Disabilities Act accessible seating is reserved for persons who require the accessibility features of such seating and for their guests/ticket users, subject to availability. Subject to applicable law, Account Holder acknowledges that they may be required to represent and warrant to the Dallas Stars that accessible seating is legitimately warranted, as Account Holder and/or their guests/ticket users will require the accessibility features of such seating. If a ticket holder or guest/ticket user does not legitimately need the accessibility seating features, the Dallas Stars may exchange the Ticket(s) for alternate, non-accessible seat locations determined by the Dallas Stars, subject to availability.

11. No Right to 'Split' Account. Account Holder is expressly prohibited from 'splitting' the Account seats to capitalize on promotional initiatives or offers from the Dallas Stars and/or any of its affiliates or related entities.

12. Eliminated Seats; Relocation Offer. If any Account Holder Ticket seat is eliminated from the Dallas Stars' available 'to be sold' inventory (e.g., due to any Arena renovations, seat layout restructuring, government health authority or other government regulation, etc.), or if any seat otherwise becomes unavailable for any other reason (a "Dislocated STH"), the Dallas Stars may offer such Dislocated STH an option to relocate the impacted Account Ticket seats to another available location (the "Relocation Offer"). Following receipt of a Relocation Offer from the Dallas Stars, the Dislocated STH shall have seven (7) calendar days to respond with its election (either to accept the Relocation Offer or to reject the Relocation Offer). If the Dislocated STH accepts the Relocation Offer, the parties shall finalize the terms of such new Account Holder Ticket seats and the Dislocated STH shall be responsible for any additional cost associated with the new seats (e.g., if the new seats are an upgrade in location from the original seats, the Dislocated STH shall be responsible for such upgrade charge). If the Dislocated STH rejects or fails to properly respond to the Relocation Offer, the Dallas Stars shall, within fourteen (14) calendar days of receipt of such rejection notice from the Dislocated STH or the expiration of the response period, issue the Dislocated STH a full refund for the value of the Tickets for any paid but unplayed games on the affected Account. Account Holder hereby agrees and acknowledges that its exclusive remedy in the case of a dislocation as outlined in this Section 11 shall be the Relocation Offer, and, if applicable, a refund of prorated monies paid by such Dislocated STH in connection with the dislocated/eliminated seat Tickets.

13. Dallas Stars Playoffs. If the Dallas Stars qualify for the NHL playoffs, tickets to any such playoff games are not guaranteed and, if offered by the Dallas Stars, will be at an additional cost above and beyond the Account fees for the regular season. If applicable, the Dallas Stars will communicate playoff ticket options (and the corresponding pricing structure) to an Account Holder. That Account Holder shall have a designated response time, set by the Dallas Stars, to either accept or reject the playoff ticket offer (the "Acceptance Deadline").

A **Full-Season Account Holder** will be provided, subject to availability at the Dallas Stars' sole discretion, the opportunity to purchase playoff tickets in their regular season seat locations (and quantity) for each then current season Dallas Stars playoff home game at the Arena.

A **Half-Season Account Holder** and/or **Other Multi-Game Package Account Holder** may be provided, at the Dallas Stars' sole discretion, the opportunity to purchase Dallas Stars playoff tickets either as multi-game playoff packages or single game tickets prior to the general public release.

If the Dallas Stars make a playoff ticket offer to an Account Holder and that Account Holder desires to purchase those offered playoff tickets, the Account Holder shall (i) timely comply with the Acceptance Deadline, (ii) pay the corresponding playoff ticket fee in accordance with the applicable Dallas Stars invoice terms, and (iii) only ultimately be charged for the number of Dallas Stars playoff home games at the Arena that are actually played (i.e., no charge for games cancelled by the NHL as a result of a playoff round being concluded before the seventh game) and for which the Account Holder purchased tickets. If the Dallas Stars do not provide a playoff ticket offer to an Account Holder or the Account Holder does not timely accept a playoff ticket offer from the Dallas Stars, the Dallas Stars and Account Holder shall have no obligation to one another for playoff tickets and the Dallas Stars may, at the Dallas Stars' sole discretion, sell those playoff tickets to any third parties. The Dallas Stars reserve the right to require payment in-full for any playoff tickets prior to the start of the playoffs or any other date set by the Dallas Stars.

14. WAIVER, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY. ACCOUNT HOLDER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT THEIR AND THEIR GUESTS/TICKET USERS' ADMISSION TO THE ARENA IS VOLUNTARY AND MAY RESULT IN PERSONAL INJURY, ILLNESS, DISABILITY, PROPERTY DAMAGE, DEATH, AND/OR OTHER HARM. ACCOUNT HOLDER AND THEIR GUESTS/TICKET USERS ASSUME ALL RISKS INCIDENTAL TO TRAVELING TO AND/OR ATTENDING THE GAME/EVENT, INCLUDING WITHOUT LIMITATION THE RISK OF PERSONAL INJURY (WHETHER CAUSED BY PUCKS, STICKS, OTHER OBJECTS, OTHER PERSONS, OR ANOTHER CAUSE), RISK OF DISABILITY, RISK OF DEATH, RISK OF LOST, STOLEN, OR DAMAGED PROPERTY, RISK OF ILLNESS INCLUDING WITHOUT LIMITATION COVID-19 AND ANY OTHER VARIATION OR VIRUS, AND ALL OTHER HAZARDS RELATED OR INCIDENTAL TO THE GAME/EVENT AND TRAVELING TO AND/OR ATTENDING THE SAME, WHETHER SUCH RISK OCCURS PRIOR TO, DURING, OR SUBSEQUENT TO THE APPLICABLE GAME/EVENT AND AT, AROUND, OR AWAY FROM THE ARENA. ACCOUNT HOLDER AND THEIR GUESTS/TICKET USERS AGREE THAT DSE HOCKEY CLUB, L.P., DSE HOCKEY CLUB GP, INC., CENTER OPERATING COMPANY, L.P., DALLAS SPORTS & ENTERTAINMENT, L.P., TEXAS STARS, LIMITED PARTNERSHIP, CENTER GP, LLC, THE DALLAS STARS FOUNDATION, THE CITY OF DALLAS, THE NATIONAL HOCKEY LEAGUE, THE MEMBER CLUBS OF THE NHL, NHL ENTERPRISES, L.P., NHL ENTERPRISES CANADA, L.P., THE NHL PLAYERS' ASSOCIATION, AND CURRENT AND FORMER NHL PLAYERS AND PERSONNEL, AND EACH OF THE FOREGOING ENTITIES' RESPECTIVE AFFILIATES, PARENTS, LICENSEES, SPONSORS, AND RELATED ENTITIES, AND ALL OF THE ABOVE ENTITIES' OWNERS, GOVERNORS, OFFICERS, DIRECTORS, PARTNERS, PRINCIPALS, CONTRACTORS, ATTORNEYS, EMPLOYEES, AND AGENTS (TOGETHER, THE "ENTITIES") ARE EXPRESSLY RELEASED BY ACCOUNT HOLDER AND THEIR GUESTS/TICKET USERS FROM ANY AND ALL CLAIMS ARISING FROM OR RELATING TO SUCH CAUSES OR OTHERWISE OCCURRING AT OR IN CONNECTION WITH A GAME/EVENT. THIS RELEASE SHALL APPLY REGARDLESS OF THE CAUSE OR ANY NEGLIGENT ACTS OR OMISSIONS OF ANY OF THE ENTITIES, ACCOUNT HOLDER, THEIR GUESTS/TICKET USERS, OR OTHERS IN CONNECTION WITH THE BASIS FOR ANY COST OR CLAIM (INCLUDING WITHOUT LIMITATION SOLE NEGLIGENCE, CONCURRENT NEGLIGENCE, OR STRICT LIABILITY).

15. Limitations and Conditions of Use.

A. Compliance with Laws and Venue Rules. Account Holder and their guests/ticket users are bound by all terms and conditions upon which the Tickets are issued and will observe at all times the rules, regulations, policies, limitations and procedures the Dallas Stars, City of Dallas, Arena, NHL, and any other applicable entities related to putting on the game/event (e.g., security provider, concessionaire, etc.) (collectively, the “Event Parties”) may require compliance with or verification of prior to or as a condition of admission to the Arena related to admission into, behavior at, or use of the Arena (collectively, the “Arena Rules”), including without limitation the Code of Conduct and those other Arena Rules intended to help prevent and/or control the spread of illness (including without limitation COVID-19 and variants thereof) through personal precautions, social distancing measures, contact tracing, and/or other means, as they may be modified from time to time, and all applicable laws, statutes, rules, regulations, decisions, and orders of any applicable federal, state or local governments, administrative agencies and commissions (collectively, “Laws”), and the reasonable instruction of a staff member of any of the Event Parties. The Event Parties reserve the right to refuse admission, eject, and/or revoke the right to enter or remain in the Arena, without refund, for anyone failing to comply with the applicable Arena Rules, Laws, or engaging in any misconduct, as determined by the Event Parties. The Arena Rules may be modified by the Event Parties at any time with or without notice.

B. Fan Behavior. Any Account Holder or guest/ticket user that behaves in an unruly or disruptive manner at a game/event, including, without limitation, failure to follow Arena Rules, Laws, Code of Conduct, or reasonable instruction from a staff member of any of the Event Parties, aggressive or foul language, intoxication, or physical or verbal abuse, during, before, or after a game/event may be required to leave the Arena without refund. If Account Holder or any of their guests/ticket holders engages in such behavior, the Dallas Stars reserve the right to terminate the Account Holder’s Account without refund or other compensation to the Account Holder of record.

C. Name, Image, and Likeness. Account Holder and their guests/ticket users grant to all of the Entities the unrestricted right and license to record, use, and modify their image, likeness, name, voice, comments, or other proprietary or public rights in any broadcast, telecast, photograph, video, audio sound, audiovisual feature and/or other recording taken in connection with any game/event being presented at or around the Arena or other venue, for all purposes (including without limitation advertising and promotional), worldwide and in perpetuity, and in any and all media, whether now known or subsequently developed, without compensation to Account Holder, the guest/ticket holder, or related individuals.

D. Account Holder Conduct Restrictions. Account Holder agrees that (i) they will not transmit (or aid in transmitting) any information about the game/event to which Account Holder is granted admission, including without limitation any account, description, picture, video, text, audio, reproduction, or other information concerning the game/event, the Arena, or the Dallas Stars (collectively, the “Event Information”); (ii) the Event Parties, each as applicable, shall be deemed the exclusive owner of any and all copyrights and other proprietary rights in the Event Information; and (iii) Account Tickets may not be used for advertising, promotional (e.g., contests, sweepstakes, etc.), or other commercial purposes without the prior written consent of the NHL and/or Dallas Stars, as applicable.

E. Searches. Account Holder and any guest/ticket user consents to searches by any of the Event Parties of any persons, bags, clothing and other articles prior to or upon entry into the Arena, and each of the aforementioned entities reserves the right to require removal of items it deems, in their staff members’

sole discretion, to be potentially dangerous, inflammatory, inappropriate, or otherwise in violation of the Arena Rules.

F. Personal Property. The Event Parties are not responsible for loss of or damage to personal property.

16. No Liability for Financial Damages to Account Holder. Under no circumstances shall any of the Entities be liable to Account Holder (or any of its agents or assigns) for any indirect, special, or consequential damages of any kind resulting from the Dallas Stars' alleged breach of these Terms or any corresponding agreement.

17. Reservation of Rights. The Dallas Stars reserve the right, in the Dallas Stars' sole discretion, to amend, revise, update, or modify any policies, pricing, or procedures relative to Accounts upon notice to the Account Holder of record. Ticket sales in future seasons are subject to any changes, limitations, and/or deadlines that the Dallas Stars may adopt. The purchase of a Ticket Package for one season does not entitle them to purchase tickets for any subsequent season.

18. League Special Events. Account Holder acknowledges and agrees that Tickets being purchased hereunder are solely for the applicable 2023-2024 Dallas Stars regular season home games played at the Arena, and for the avoidance of doubt, shall not include tickets, or the right to purchase tickets, to any other game or event, including, but not limited to, any NHL European Global Series Games, NHL China Games, NHL Winter Classic, NHL Heritage Classic, NHL Stadium Series, NHL All Star or NHL Draft event ("League Special Events") held in the Dallas Stars' market or elsewhere, whether hosted at the Arena or another venue, in which the Dallas Stars participate.

19. Preemption. Account Holder acknowledges and agrees that the Event Parties may cancel, postpone, reschedule or relocate any game or event for any reason (e.g., move a Dallas Stars game from the Arena to an alternate venue, or cancel, postpone, or reschedule a game/event) and/or modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentations of games and events at their discretion ("Preemption"). In the event that a game/event for which Tickets have been sold to the Account Holder is not played or presented in the Arena for any reason, including, but not limited to, Preemption, it shall in no way be deemed, argued or construed to be a breach by the Dallas Stars of any terms, conditions, agreement or any other duties or obligations in connection with the sale and use of these Tickets and, in such event, the Account Holder's sole remedy shall be a pro-rata Account credit equal to the price paid for those specific Ticket(s) as specified in the ticket invoice, and the Account Holder hereby waives and releases any and all claims it may have against the Dallas Stars and/or any of the other Event Parties with respect to such game/event.

20. Waiver and Severability. No delay of or omission in the exercise of any right, power or remedy accruing to the Dallas Stars or any of the other Entities under these Terms shall impair any right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power, or remedy. If any provision of these Terms shall be deemed invalid, illegal or unenforceable, such provision shall be severed from these Terms, the validity, legality and enforceability of the remaining provisions of these Terms shall not in any way be affected or impaired thereby and a reasonable interpretation will be used to replace any ambiguity therein created.

21. Governing Law and Venue. This agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of law principles. The exclusive venue for any dispute arising hereunder shall be in Collin County, Texas.

22. Privacy Policy. I acknowledge and accept that the Dallas Stars and/or any of the Entities will retain my personal data in connection with this agreement. Any use of personal data will be in accordance with, and subject to, the applicable policy, including without limitation the Dallas Stars' privacy policy (currently found here: <https://www.nhl.com/stars/team/privacy-policy>), as may be amended from time to time.

Any violation of these terms shall be cause for suspension or termination of the Account by the Dallas Stars. Following any such suspension or cancellation by the Dallas Stars, the Dallas Stars may, at the Dallas Stars' sole discretion, reassign the Account rights without further obligation to the original Account Holder. Notwithstanding the foregoing, the Account Holder shall remain liable for any outstanding financial obligations associated with their Account(s).

[END OF TERMS]