

SINGLE-EVENT AND MULTI-EVENT SUITE LICENSE AGREEMENT TERMS AND CONDITIONS

Revised January 2026

These Single-Event and Multi-Event Suite Agreement Terms and Conditions (also referred to as these Terms and Conditions) are fully incorporated into the Purchase Agreement (the "Agreement"). Unless otherwise defined herein, all capitalized terms used in these Terms and Conditions are defined in the Agreement. To the extent that any provision of these Terms and Conditions conflicts with any provision of the Agreement or any other exhibits thereto, the applicable provision of the Agreement or other exhibit shall govern and control.

1. Definitions. The following terms shall have the corresponding meanings as set forth below.

a. "City" means the municipal government of the City of San Jose, Santa Clara County, California, including, without limitation, the City Council, City Manager, and Arena Authority;

b. "Game" means any preseason, regular season, or postseason game designated as a Team Home Game and scheduled by the NHL to be played at the Venue, as defined herein;

c. "Guest Pass(es)" means non-ticket admission credentials issued or authorized by Club for a specific Game or Event that permit entry to the Suite in addition to the Tickets allocated to Licensee, are subject to availability and Venue Rules, and are valid only for the Game/Event and date designated on the credential;

d. "Event" means any non-Game presentation at the Venue (e.g., concerts, shows, or other public events) specified in the Agreement;

e. "League Rules" means the Constitution and Bylaws, resolutions, rules and regulations, policies, limitations and interpretations of the NHL, as determined by the NHL, each as they presently exist and as they may, from time to time, be entered into, created and amended;

f. "Licensee" means the person named as such in the Agreement;

g. "Licensee Guest(s)" or "Guest(s)" means any person(s) the Licensee invites or permits to enter or use the Suite, any person(s) to whom Licensee provides Tickets, and/or any person(s) who rightfully enters the Venue using a Ticket conferred upon Licensee under this Agreement;

h. "NHL" or "League" means the National Hockey League;

i. "SJAM" means San Jose Arena Management, LLC, Club's affiliate entity, which manages and operates the Venue pursuant to a separate management agreement with the City (the "Management Agreement");

j. "SRO Tickets" means standing-room-only admission credentials issued by Club for a specific Game or Event that permit entry to the Suite but do not provide a seat in the Suite and are valid only for the Game/Event and date designated on the credential;

k. "Suite" means the suite specified in the Agreement;

l. "Tickets" means the standard tickets for admission and seating in the Suite granted to Licensee under this Agreement, the maximum number of which is specified in the Agreement;

m. "Venue" means, the event facility known as SAP Center at San Jose located at 525 West Santa Clara Street, San Jose, California, owned by the City and managed and operated by SJAM; and

n. "Venue Rules" means all: (i) rules, regulations, policies and limitations related to admission, behavior and use of the Venue as determined on an on-going basis by Club, SJAM and/or any sponsor or promoter of any relevant Game and/or Event, and (ii) all applicable laws, statutes, rules, regulations, decisions and orders of any applicable federal, state or local governments, administrative agencies and commissions.

2. Possession and Use.

a. License to Use. Subject to the terms and conditions of this Agreement, Licensee shall receive a license to use the Suite during the applicable Game(s) and/or Event(s) for which Licensee is provided Tickets for admission to the Suite under this Agreement.

b. Limitations and Conditions to Use.

i. Suite Access. Licensee's right to use and possess the Suite is limited to the time periods before, during and after the applicable Game(s) and Event(s) while the Venue is open to the public, as determined in Club's sole discretion. Each person in the Suite must have a valid Ticket, SRO Ticket or Guest Pass, as applicable, for the specific Game or Event occurring at that time.

ii. Food and Beverage. Club, through the Venue concessionaire, will provide all food and beverage catering services to the Suite at the rates and terms established by Club or the Venue concessionaire. Licensee acknowledges that all food and beverage in the Suite must be purchased from Club or the Venue concessionaire. Licensee will not permit any food preparation or service of outside food or beverages in the Suite and will not charge any person for food or beverages consumed in the Suite.

iii. Venue Rules. Licensee will observe and abide by the Venue Rules at all times. Club reserves the right to refuse admission, eject, and/or revoke the right to enter or remain in the Venue and/or the Suite, without refund, for Licensee or any of its Guests failing to comply with the Venue Rules or engaging in any misconduct, as determined by Club. In addition to complying with the Venue Rules, Licensee will maintain a high level of decorum at all times while using the Suite, and will discontinue the use of and access to the Suite by anyone exhibiting disruptive, indecent, offensive, or illegal behavior.

iv. Suite Maintenance

a. Furnishings, Decor and Alterations. Club will furnish the Suite as determined in its sole discretion (the "Suite Furnishings"). Licensee will not make any additions, changes, or alterations to the Suite or Suite Furnishings without Club's prior written consent. If any Suite Furnishing is lost, stolen, or broken as a result of Licensee's use of the Suite, Licensee will reimburse Club for the cost of its repair or replacement.

b. Cleaning and Repair. Licensee is responsible for any damage to the Suite, beyond ordinary wear and tear, directly or indirectly caused by Licensee or its invitees or Guests. If any additional cleaning, repair, or maintenance beyond Club's ordinary course of maintenance is required as a result of Licensee's use of the Suite, Licensee will reimburse Club for the cost of such additional cleaning, repair, or maintenance, or such damage or loss within thirty (30) days of Licensee's receipt of invoice for such services.

c. Personal Property. Club is not responsible for the loss of any personal property brought into the Suite by a Licensee and/or its Guests.

v. Licensee Guests. Licensee is solely responsible for the acts of Licensee and its Guests.

c. Games and Events.

i. Tickets. Subject to the terms of this Agreement, Licensee will receive the number of Tickets for admission and seating in the Suite as specified in the Agreement for the applicable Game(s) and/or Event(s) in the Venue identified therein. Licensee and its Guests will be bound by all terms and conditions upon which Tickets to the Venue are issued, and will observe all Venue Rules.

a. Resale. Licensee may not sell or allow the sale of applicable Game(s) and/or Event(s) Tickets, for an amount greater than the price printed on the Ticket. Licensee may not sell Guest Passes

or any other right to enter and/or use the Suite for any consideration.

ii. **Parking Passes.** Licensee will receive the number of parking passes as specified in the Agreement (the "Parking Passes"). Any such Parking Passes will be for single-vehicle parking in the locations designated by Club. Licensee and any persons using Parking Passes must comply with all rules applicable to such parking.

iii. **Governing Body Preemption.** If any governing body (including the NHL) imposes requirements that affect Suite access or require additional Tickets, Licensee's use of the Suite will be subject to those requirements. If Suite access is restricted, Club may, at its discretion, provide alternative seating or a refund of the Event License Fee paid for the affected event, less the value of any benefits already provided.

3. Fees and Payment.

a. **Event License Fee.** In consideration of the license to use the Suite for the applicable Game(s) and/or Event(s), Licensee will pay Club the Event License Fee as set forth in this Agreement, and pursuant to the payment schedule set forth therein.

b. **Method of Payment.** Club will send Licensee an invoice for the total amount due for any and all additional fees to be paid by Licensee under this Agreement as such costs and expenses are accrued by Club. Except as otherwise provided, all invoices will be payable to Club within thirty (30) days of each invoice date. If Licensee is paying by credit or debit card, Licensee expressly authorizes Club to automatically charge the full Event License Fee and any additional charges to Licensee's credit or debit card on the dates specified in this Agreement. Licensee acknowledges and agrees that no further authorization shall be required for the collection of any payments under the Agreement. Any past due amounts, including processing fees, due under this Agreement shall be added to the immediately following payment to be charged to the card. **These Terms and Conditions constitute Licensee's preauthorization for Club to charge Licensee's Card in accordance with this Agreement and the terms herein. Licensee hereby consents to electronic receipt of disclosures from Club.**

c. **Taxes and Expenses.** Except as otherwise provided, all payments to be made to Club under this Agreement will be net of all costs, expenses, and taxes. If, as a result of actions taken pursuant to this Agreement, Club must pay any costs, expenses, or taxes directly related to Licensee's obligations under this Agreement and/or any such costs, expenses or taxes become due with respect to the Event License Fee, and are not specifically provided in this Agreement, including, without limitation, any entertainment, sales or other taxes, Licensee will reimburse Club for the payment of such taxes in full within thirty (30) days of Licensee's receipt of notice thereof by Club. Licensee will not be responsible for payment of taxes imposed on the income of Club or its related entities.

d. **Credits and Refunds.** If the applicable Game(s) or Event(s) are canceled and not rescheduled due to Force Majeure or Governing Body preemption, Licensee's sole remedy will be a refund of the Event License Fee actually paid (less the value of any benefits already provided). If a Game or Event is postponed or rescheduled, Tickets will be honored for the rescheduled date.

e. **Late Payment.** If any amount payable by Licensee to Club under this Agreement is not paid as and when due, such amount shall bear interest until paid at a rate equal to the lesser of (i) 1.5% per month and (ii) the maximum rate permitted by law, and Club shall have the right to withhold any or all of the benefits granted pursuant to this Agreement, including Game Tickets, during the period in which such amount remains unpaid. This **Section 3(e)** in no way relieves Licensee of the obligation to pay the Event License Fee on or before the date due, nor do these Terms and Conditions in any way affect Club's remedies pursuant to this Agreement in the event the Event License Fee is unpaid

after the date due.

4. Intellectual Property.

a. **Each party will retain all ownership, right, and title in their respective copyrights, patents, trademarks, service marks, trade names, insignia, symbols, logos, designs, artwork, and all other intellectual property rights (the "Marks").** Licensee may not record or broadcast the Game or Event except for personal, non-commercial use consistent with Venue Rules.

5. Indemnification; Liability; Assumption of Risk.

a. **Indemnification.** Licensee will indemnify, defend and hold harmless Club, Sharks Minor Holdings, LLC, SJAM, the City, and each of their respective members, officers, directors, employees, agents and representatives (the "**Indemnified Parties**") from and against any and all actions, damages, liabilities, losses, claims, costs and expenses of any kind, including reasonable attorneys' fees and litigation expenses (the "**Claims**"), related to or arising from Licensee's performance or breach of this Agreement, including, without limitation: (i) the actual or alleged negligent, intentional or wrongful acts or omissions of Licensee, its Guests, or those acting with Licensee's authority; (ii) the content of any materials or articles provided, displayed and/or used by Licensee; and (iii) Licensee's breach or threatened breach of any provision of this Agreement. Licensee is not responsible for the gross negligence or willful misconduct of the Indemnified Parties. The obligations set forth in this **Section 5(a)** shall survive expiration or termination of the Agreement.

b. **Limitation of Liability.** Club shall not be liable or responsible for any loss, damage, or injury to any person or any property of Licensee or Licensee's Guests in or upon the Suite, the Venue, the parking areas or elsewhere, resulting from any cause whatsoever, including but not limited to, theft or vandalism, except to the extent the same is attributable to Club's gross negligence or willful misconduct. Licensee hereby assumes, and shall cause its Guests to assume, all risks and dangers incidental to the applicable Game(s) and/or Event(s) at the Venue, whenever or however they occur, including without limitation, the danger of being injured by flying objects, including hockey pucks, other spectators or player interaction, Venue conditions, and other hazards associated with attending Games and Events in a public forum and/or using the Suite (the "**Risks**") and agrees that Club shall not be liable for injuries resulting from such Risks. Licensee is responsible for alerting its Guests of the Risks. Under no circumstances will either party be liable to the other for any consequential, special, indirect, incidental, punitive or exemplary loss, damage, cost or expense.

c. **COVID-19 Advisory.** Licensee understands and voluntarily assumes all risks associated with attending the applicable Game(s) and/or Event(s) in the Suite and with interacting with others given the current status of the COVID-19 pandemic. **Licensee acknowledges and agrees that COVID-19 is extremely contagious and that there is an inherent danger and risk of exposure to COVID-19 in any place where people are present. No precautions, including the protocols Club has put in place, can eliminate the risk of exposure to or contraction or transmission of COVID-19, and the risk applies to everyone. No claim shall be made to Club related to COVID-19.**

d. **Insurance.** Licensee represents that it maintains adequate insurance to cover its obligations hereunder and the acts of its guests.

6. Default and Termination.

a. **Default.** A "Default" occurs if Licensee (i) fails to pay any amount when due under the Agreement and such failure continues after any applicable grace period in the Agreement, or (ii) materially breaches the Agreement or these Terms and Conditions.

b. **Remedies.** Without limiting any of Club's rights under this Agreement, in the event of a Default by Licensee, Club may: (i) withhold distribution of any Tickets to Licensee that Licensee otherwise would have the right to receive and/or purchase under this Agreement, without refund, credit, or other obligation, and/or (ii) terminate the

rights of Licensee under this Agreement immediately upon written notice to Licensee.

c. **Effect of Termination.** Upon termination pursuant to this Section 6, Licensee will forfeit all rights to use and possess the Suite.

d. **Additional Remedies.** Termination of this Agreement will not affect Licensee's obligations under this Agreement for amounts due and owing to Club, or otherwise limit the rights and remedies available to Club. In the event this Agreement is terminated by Licensee due to a breach or Default of Club, Licensee agrees that its sole remedy will be a credit or pro rata refund of the Event License Fee already paid to Club, excluding any amount allocable to rights already exercised by Licensee under this Agreement and/or any other Club obligations already performed hereunder.

7. Force Majeure.

a. **Force Majeure.** Unless otherwise provided in this Agreement, if performance under this Agreement is prevented, restricted, or interfered with by reason of any event beyond the parties' reasonable control, including but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, act of God or public enemy, riot or civil disturbance, strike, lockout, labor dispute, war, terrorist threat or activity, any government law, order or regulation, or order of any court or jurisdiction (each, a "**Force Majeure Event**"), the restricted party will not be in breach hereof and the performance or obligation of such party will be excused for a period of time equal to the period during which the Force Majeure Event prevents such performance. If a Force Majeure Event results in the cancellation or unavailability of the applicable Game(s) and/or Event(s), Licensee's sole remedy will be a refund of the Event License Fee actually paid (less the value of any benefits already provided or used). If the applicable Game(s) and/or Event(s) are postponed or rescheduled, Tickets will be honored for the rescheduled date. No other compensation, replacement, or liability shall arise as a result of such cancellation or rescheduling.

8. Miscellaneous.

a. **Notices.** Any notice, request, approval, or consent under this Agreement must be given in writing and delivered in person, mailed (certified or first class), or electronically transmitted to the address provided in this Agreement, or to such other address as the recipient may furnish in writing to the sender, and will be effective upon the earlier of actual delivery or three (3) days following mailing.

b. **Waiver and Amendment.** No modification, amendment, or waiver of any provision of this Agreement will be binding or valid unless in writing and executed by both parties. Failure to enforce any provision of this Agreement will not be construed as a waiver or thereafter prevent either party from enforcing the same, or any other provision, of this Agreement. The waiver by any party of any breach of the Agreement shall not be deemed a waiver of any prior or subsequent breach. All remedies of either party shall be cumulative and the pursuit of one remedy shall not be deemed a waiver of any other remedy.

c. **No Interest.** The rights granted under this Agreement do not create in Licensee or any third person any interest or estate in real property or any leasehold interest in the Suite and/or the Venue beyond the limited license to use and possess the Suite as set forth herein.

d. **Compliance.** This Agreement is subject to the terms of, and each party warrants and certifies that it will comply with, all Venue Rules and applicable laws. Licensee will act with due regard to public conventions and morals, and agrees that it will not do or commit any act or thing that will tend to shock, insult, or offend the community or ridicule public morals or decency, or prejudice Club in general.

e. **Governing Law; Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without regard to its conflict of law principles that may

cause the application of laws of another jurisdiction. Any Dispute arising under or related to this Agreement will be subject to the exclusive jurisdiction of state court in the County of Santa Clara, California, or the United States District Court for the Northern District of California in San Jose, California. The parties voluntarily agree that any dispute, claim, question, or controversy between the parties arising from or relating to this Agreement (the "**Disputes**") will be finally resolved exclusively by binding arbitration administered by a single arbitrator of the American Arbitration Association in accordance with its Commercial Arbitration Rules taking place in San Jose, California. **LICENSEE AND CLUB EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, RULES AND LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.** This Section 8.i. will survive the expiration or termination of the Agreement.

f. **Severability.** If any provision of the Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

g. **Assignment.** Licensee may not assign or transfer any of its rights and obligations under this Agreement without Club's prior written consent.

h. **Representations and Warranties.** Licensee represents and warrants to Club that (i) Licensee has the full power and legal authority to enter into and fully perform the Agreement in accordance with its terms; (ii) Licensee has obtained all approvals for the execution, delivery and performance of the Agreement; (iii) Licensee has duly executed and delivered the Agreement; (iv) the Agreement constitutes a legal, valid and binding obligation of Licensee enforceable in accordance with its terms (subject to applicable bankruptcy and insolvency laws and general principles of equity).

i. **Entire Understanding.** This Agreement, including all Exhibits referred to herein, constitutes the entire understanding between the parties and supersedes all prior or contemporaneous written or verbal agreements, negotiations, discussions and understandings relating to the subject matter hereof.

j. **Return of Suite.** Upon completion of the applicable Game(s) and/or Event(s) or termination of the Agreement, Licensee shall surrender the Suite to Club in the condition in which it was originally delivered to Licensee (normal wear and tear excepted). If Licensee fails to do so, Club may undertake the work required to return the Suite to such condition, and Licensee shall reimburse Club on demand for the cost of such work.

k. **Relocation of Suite.** Club expressly reserves the right, at its sole cost and expense, to relocate Licensee to any other suite of Club's choosing at the Venue, of the same approximate size, if Club determines that such relocation is reasonably necessary or advisable in connection with any construction or renovation project at the Venue or if reasonably necessary upon the request of any promoter for the applicable Game(s) and/or Event(s).

l. **Grant of Right to Use Image and Likeness.** Licensee understands that the image, likeness and/or name of Licensee or Licensee's Guests may be used as part of any live or recorded motion picture display or other transmission in any media whether now known or hereafter developed of all or any part of any event at the Venue as well as any dissemination by Club or its affiliates or sponsors or third parties authorized by Club.

m. **League Rules.** THIS AGREEMENT AND ALL RIGHTS GRANTED HEREIN BY CLUB ARE SUBJECT TO AND LIMITED BY LEAGUE RULES AND ANY OTHER REQUIREMENTS, POLICIES AND LIMITATIONS AS MAY BE IMPOSED BY THE NHL. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THIS AGREEMENT AND NHL RULES, NHL RULES SHALL GOVERN. League preemption during the applicable Game(s) and/or Event(s) will constitute a Force Majeure under this Agreement. The applicable Game(s) and/or Event(s) are subject to

cancellation, rescheduling, or postponement for any reason, and Club does not make any representation, warranty, covenant or guarantee that any particular number of Game(s) and/or Event(s) will take place at the Venue. The cancellation, rescheduling, relocation, or postponement of the applicable Game(s) and/or Event(s) will not constitute a default under this Agreement and Licensee may be entitled to a credit or refund with respect to any such cancelled, rescheduled, relocated, or postponed Game(s) and/or Event(s) pursuant to Section 3(d).