

SEASON TICKET MEMBER AGREEMENT

The following terms and conditions (the "Agreement") apply to the Hartford Athletic Season Ticket Member Program. In this Agreement: (a) "Hartford Athletic" means Hartford Athletic, LLC, a Connecticut limited liability company, dba Hartford Athletic; (b) "Season Ticket" means the form, whether printed, electronic, or other, of the revocable license described below to use a designated seat and/or location at the Stadium for viewing designated home games of Hartford Athletic's USL men's professional soccer team that occur during a Season; (c) "Season Ticket Member" (including "STM") means an individual or entity that has purchased or is a permitted transferee of the revocable license evidenced by a Season Ticket(s); (d) "Season" means the official United Soccer League (USL) regular season of the men's professional soccer team operated by Hartford Athletic as determined by the USL each year, but may include additional matches that take place throughout such year; and (e) "Stadium" means that certain venue located at 250 Huyshope, Ave., Hartford, CT 06106 and currently commonly known as "Dillon Stadium," or such other venue in the greater Hartford area as may be designated from time to time as the site for home games of Hartford Athletic's USL men's professional soccer team that occur during all or any portion of a Season.

HARTFORD ATHLETIC SEASON TICKET TERMS

By purchasing a Season Ticket, you become a Season Ticket Member and join the Hartford Athletic Season Ticket Member Program by which your purchase of the Season Ticket automatically will renew every year under the terms, and subject to the conditions, described below. INDIVIDUALS OR ENTITIES WHO SELECT A SEASON TICKET EXPRESSLY AUTHORIZE AND AGREE TO THE INITIAL AND CONTINUED PAYMENTS FOR THE PURCHASE PRICE OF SUCH SEASON TICKET 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 THE SEASON TICKET MEMBER PROGRAM AS PROVIDED HEREIN.

PAYMENT.

Season Ticket Members may elect to pay the purchase price of their Season Ticket(s) for the following Season in full at the time of initiating the purchase. Alternatively, Season Ticket Members may elect to use a monthly payment plan as described below for the purchase of their Season Ticket(s). A credit card, including American Express, Discover, MasterCard or Visa (each a "Credit Card"), is required for each Season Ticket Member Account.

Monthly Installment Plan.

Season Ticket Members may pay the purchase price of their Season Ticket(s) for the following Season by making consecutive, monthly installment payments commencing on the renewal date as determined by Hartford Athletic and continuing thereafter each month. Subject to the terms and conditions set forth in the "Automatic Ticket Renewal" section below, the Season Ticket purchase automatically will renew under a monthly installment payment plan specified by the previous year (or, if none, under a consecutive monthly installment payment plan with payments due on the 1st calendar day of each of the months until paid in full). If a Season Ticket Member wishes to pay for their Season Ticket(s) for any subsequent Season by payment in full, such Season Ticket Member must contact the Hartford Athletic Ticket Sales & Services Department prior to the priority renewal date as determined by Hartford Athletic.

REVOCABLE LICENSE

Hartford Athletic owns and controls all rights to Season Tickets and seat locations for Hartford Athletic home games at the Stadium. A purchaser of the Season Ticket(s) acquires a limited license, in the form of the Season Ticket(s), to use the seat location at the Stadium designated by the Season Ticket(s) for viewing such home games. Hartford Athletic, in its sole and absolute discretion, may revoke such license at any time for any reason, with or without providing a refund. This license is granted on a game-to-game basis, and is subject to all rules, regulations and policies relating to Season Tickets as established from time to time by Hartford Athletic, the owner of the Stadium, and the USL. Breach of any of the terms of this Agreement or other applicable ticket policies shall entitle Hartford Athletic to exercise all available legal rights and remedies, including, but not limited to, revocation or cancellation of the license evidenced by your Season Ticket(s).

PAYMENT AUTHORIZATION

The Season Ticket Member understands that by clicking “Agree” to the Terms and Conditions, such Season Ticket Member expressly is authorizing Hartford Athletic to bill the Season Ticket Member for the applicable Season Ticket purchase price and associated amounts in accordance with the payment terms that the Season Ticket Member selects. For all Season Ticket payments, this payment authorization shall remain in effect for so long as the Season Ticket(s) remains in effect. All deposits and/or payments made are non-refundable.

The Season Ticket Member hereby represents and warrants that the Season Ticket Member has the authority to approve charges in accordance with the listed payment information for the purpose of paying the Season Ticket purchase price and associated amounts. The Season Ticket Member understands and agrees that Hartford Athletic is not liable in any way for erroneous billing statements or incorrect charges, and that in the event of such a billing error, Hartford Athletic’s only responsibility is to correct it after it receives written notice of the error.

The Season Ticket Member understands that it is solely the Season Ticket Member’s responsibility to ensure the Season Ticket Member’s payment information is current and to notify Hartford Athletic in writing of any new or updated information, and that the Season Ticket Member’s failure to do so within the specified time frame may result in a loss of Season Ticket privileges and potential revocation of the license evidenced by the Season Ticket(s). All payments for the Season Ticket(s) are due on the dates specified regardless of match cancellations or rescheduling.

DECLINED PAYMENT

If the Credit Card is declined for a payment for any reason, Hartford Athletic will rerun the Credit Card 24 hours later, and again 48 hours after the payment was initially declined. If at this point payment has not been made, Hartford Athletic will attempt to notify the Season Ticket Member by email and/or telephone to request that the payment information be updated. If the issue with the Credit Card is not remedied within 30 days of the date payment was initially declined, Hartford Athletic shall have the authority and absolute discretion to cancel the Season Ticket Member account, suspend Season Ticket benefits, revoke or cancel the license evidenced by the applicable Season Ticket(s), re-sell for the sole account of Hartford Athletic the Season Ticket(s), and/or take other action as deemed appropriate by Hartford Athletic.

PLAYOFF TICKETS

Because of post-season variability, each home playoff game is at an additional cost above the Season Ticket purchase price, and the seats associated with each Season Ticket are not guaranteed to be available for purchase by the Season Ticket Member for home playoff games. If the seats associated with a Season Ticket are made available for purchase by the Season Ticket Member for home playoff games, the Season Ticket Member must opt-out or else the purchase price for home playoff game ticket(s) will be charged to the Season Ticket Member’s Credit Card in advance of such games. Upon release of the playoff schedule, Hartford Athletic shall send Season Ticket Members a notice of home playoff game ticket pricing information, whether the Season Ticket Member’s seat(s) are available for purchase for home playoff games, and a process for opting out and the date by which the Season Ticket Member must opt-out. IF THE NOTICE OF OPT-OUT FOR THE HOME PLAYOFF GAMES IS NOT RECEIVED BY HARTFORD ATHLETIC WITHIN THE TIME FRAME AS SPECIFIED, THE SEASON TICKET MEMBER WILL AUTOMATICALLY PURCHASE TICKETS FOR THE HOME PLAYOFF GAMES THAT POST-SEASON, AS APPLICABLE, AND THE SEASON TICKET MEMBER’S PAYMENT FOR THE PURCHASE OF SUCH TICKETS SHALL BE DUE AND PAYABLE IN ACCORDANCE WITH THE TICKET PRICING INFORMATION PROVIDED. An election by the Season Ticket Member to opt-out from purchasing home playoff game tickets in any Season shall not cause any change to the Season Ticket Member’s status.

Notwithstanding anything to the contrary contained in the foregoing, if, as of the date of transmittal by Hartford Athletic to a Season Ticket Member of the home playoff game ticket pricing information in any current Season as set forth above, a Season Ticket Member has already submitted to Hartford Athletic an opt-out under the Season Ticket Automatic Renewal provisions set

forth below for the subsequent Season, the Season Ticket Member will not be charged in advance of the playoffs. Instead, if the seats associated with the Season Ticket(s) are made available for purchase by the Season Ticket Member for home playoff games in the current Season, the Season Ticket Member will receive a notice providing the Season Ticket Member with an opportunity to purchase home playoff game tickets in the current Season at a purchase price designated by Hartford Athletic. If the Season Ticket Member does not complete its purchase of such home playoff game tickets within the time specified in the notice, such opportunity will be extinguished concurrently with the expiration of such time period.

ACCOUNT OWNERSHIP

The Season Ticket Member may be either a natural person or a business entity. Each Season Ticket Member must provide a full legal name, email, phone number, and address (the "Account Member of Record"). If the Season Ticket Member is a business entity, a contact name must be provided for the Account Member of Record. A Season Ticket Member may also register a "Secondary Account Member" on the account, subject to the policies of Hartford Athletic. All Secondary Account Members and other users of the Season Tickets aside from the Season Ticket Member are "Season Ticket Users" subject to the terms and conditions of this agreement. Any rights or privileges associated with a Season Ticket belong only to the Account Member of Record as entered on Hartford Athletic's records.

SEASON TICKET TRANSFER PROHIBITED

Season Ticket Members are prohibited from transferring their Season Ticket to any person or entity, whether by a request to transfer the account into another name, or by an attempt to transfer the seat locations by sale, gift, transfer by will or trust, property settlement, transfer to creditors, or any other means. Any attempt to sell or otherwise transfer Season Ticket privileges to third parties will not be recognized by Hartford Athletic and may result in cancellation of the Season Ticket and all Season Ticket Member privileges. Any court order directing distribution of the Season Ticket(s) to a person not listed as the Season Ticket Member, whether in bankruptcy or otherwise, may result in Hartford Athletic immediately exercising its right to revoke the license represented by the Season Ticket(s), including any Season Ticket renewal privileges, upon refund by Hartford Athletic of all amounts paid for matches that have not yet been played. Hartford Athletic generally recognizes three exceptions to the above terms, as follows, and so long as an applicable permitted transfer is supported by documentation satisfactory to Hartford Athletic: (i) Season Tickets may be transferred to an adult member of the Season Ticket Member's immediate family upon the death of a Season Ticket Member who is a natural person; (ii) if the Season Ticket Member is a business entity, Season Tickets may be transferred upon the sale or dissolution of the entity, provided that Hartford Athletic reserves the right to approve or reject any such requests in its sole and absolute discretion; and (iii) Season Ticket(s) may be transferred to a Secondary Account Member previously named on the applicable Season Ticket Account.

PROHIBITION ON ADVERTISING AND PROMOTION

Season Tickets and Season Ticket Member privileges may not be used for advertising, promotion (including contests and sweepstakes) or other trade purposes without the express written consent of Hartford Athletic, which consent may be granted or withheld by Hartford Athletic in its sole and absolute discretion.

The Season Ticket Member and each Season Ticket User is admitted to Hartford Athletic events on the condition that the Season Ticket Member agrees that the Season Ticket Member or Season Ticket User will not record or transmit, for commercial purposes, or aid in recording or transmitting any description, account, picture or reproduction of the event to which the Season Ticket Member or Season Ticket User is admitted.

PROMOTIONAL USE OF SEASON TICKET MEMBER IMAGE

The Season Ticket Member, both for the Season Ticket Member and for any Season Ticket User, grants irrevocable, unconditional, perpetual, and royalty-free permission to Hartford Athletic and USL (and their respective affiliates, designees, representatives and agents) to utilize, worldwide, the Season Ticket Member or Season Ticket User's image, likeness, actions and statements in any live or recorded audio, video or photographic display or other transmission, exhibition, publication or reproduction made of or at the match in any medium or context for any purpose, including commercial or promotional purposes, without further authorization or compensation, and further authorizes the use of the Season Ticket Member or Season Ticket User's image or likeness in connection with the promotion of the Hartford Athletic, the USL and the sport of soccer.

SEASON TICKET RELOCATION

Hartford Athletic reserves the right to relocate the seat locations associated with any Season Tickets during the Season and the playoffs to accommodate broadcast or security requirements, or for any other reasonable purpose, as determined in the sole discretion of Hartford Athletic. Season Ticket Members will not be eligible for any refunds of any installment payments made prior to the relocation if the Season Ticket Member subsequently chooses to cancel the Season Ticket as a result of the relocation.

SEASON TICKET CANCELLATION; TICKET RESALE RESTRICTED

Hartford Athletic reserves the right, exercisable by Hartford Athletic in its sole and absolute discretion, to cancel the Season Ticket(s) and any Season Ticket Member's account for any reason—specifically including in the event that the Season Ticket Member or any Secondary Account Member on such account is identified by Hartford Athletic as having created or operated such account for the sole or primary purpose of reselling the Season Tickets issued through such account.

SEASON TICKET SUBJECT TO RULES, REGULATIONS AND POLICIES

Season Ticket Members agree to comply with applicable rules, regulations, and policies set by Hartford Athletic, the USL, and the owner of the Stadium, including without limitation, the Hartford Athletic Fan Code of Conduct, (collectively, "Hartford Athletic Policies"). Season Ticket Members further agree that they will comply with any modification or amendment of the foregoing rules, regulations and policies as may be adopted from time to time.

FAN BEHAVIOR

As referenced above, all Season Tickets remain the property of Hartford Athletic, each is a revocable license that may be withdrawn, and admission refused at any time, and Season Ticket Members are responsible for the actions of themselves and Season Ticket Users. Season Ticket Members or Season Ticket Users engaging in disorderly or objectionable conduct in violation of the Hartford Athletic policies may be ejected from any event without refund of the ticket price.

Hartford Athletic reserves the right to cancel or revoke the license evidenced by the Season Ticket in its entirety if the Season Ticket Member or any Season Ticket User engages in disorderly conduct or otherwise fails to follow Hartford Athletic Policies. In the event of such behavior, Hartford Athletic reserves the right, exercisable in its sole and absolute discretion, to cancel or revoke the license evidenced by the Season Ticket without a refund for amounts paid, and the Season Ticket Member expressly, unconditionally, and irrevocably waives its right to any such refund.

Without in any way limiting any of the foregoing, Hartford Athletic reserves the right to refuse admission to any person whose conduct is deemed disorderly or for the protection of patrons. All persons seeking entry into the Stadium specifically consent to and are subject to metal detector, bag searches and physical pat-down inspections prior to entry, as well as to any other security practices implemented by or on behalf of Hartford Athletic upon entry.

LOST OR STOLEN TICKETS

Lost or stolen Season Tickets can be replaced only under conditions and procedures set forth by Hartford Athletic, and only to the Season Ticket Member.

REFUND & RAINOUT POLICY

No refunds, exchanges or cancellations are permitted. Refunds will not be granted due to a match date or time change.

Hartford Athletic reserves the right to change the date and/or starting time of any event or match and no such change shall entitle the Season Ticket Member to a refund. In the event of cancellation of an event or match, Hartford Athletic shall not be required to issue a refund provided that the Season Ticket Member is given the right, within twelve months of the date of the original event, to attend a rescheduled performance of the same event or to exchange the individual match ticket for a comparable ticket to another similar event as designated by Hartford Athletic in its sole discretion.

If a match or event is not rescheduled within twelve months of the date of the original event, the individual match ticket must be exchanged by the Season Ticket Member for a ticket of the same price, if available, for any future regularly scheduled match of the current season. A rain check exchange may be made in person at the Hartford Athletic front office, during hours of operation, or by contacting the Hartford Athletic Ticket Sales & Services Department. If a match is rescheduled, NO REFUNDS or EXCHANGES will be issued. Unless otherwise specifically communicated in writing by Hartford Athletic, the original match ticket will be valid for the makeup match.

SEASON TICKET MEMBER BENEFITS

In addition to the Season Ticket(s), Hartford Athletic may provide certain benefits to Season Ticket Members in Hartford Athletic's sole and absolute discretion. These benefits may include a merchandise discount, parking access, and other benefits at

the Stadium. Season Ticket Member Benefits will be communicated to Season Ticket Members, in writing, in advance of each Season. Hartford Athletic may revoke, modify, or differentiate Season Ticket Member benefits for any reason, and it may do so among all or any portion of Season Ticket Members.

RELEASE OF LIABILITY

THE SEASON TICKET MEMBER, BOTH FOR THE SEASON TICKET MEMBER AND FOR EACH SEASON TICKET USER, ACKNOWLEDGES THE RISKS INHERENT IN ATTENDING A LIVE SPORTING EVENT AND (i) VOLUNTARILY ASSUMES ALL RISKS AND DANGERS arising from or related in any way to attendance at each event with respect to which a ticket has been issued, whether occurring prior to, during or after such event, including but not limited to the risk of lost, stolen or damaged property and the risk of personal injury or death, including all risk of injury or death resulting from the negligence or misconduct of other patrons, (ii) agrees to be bound by the terms printed on the back of each match ticket provided that if there is any necessary conflict between the terms on the match ticket and the terms of this Agreement, the terms of this Agreement will govern, and (iii) AGREES THAT THE USL, HARTFORD ATHLETIC, THE OWNER OF THE STADIUM, THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES AND RELATED ENTITIES, AND THEIR RESPECTIVE EMPLOYEES, VOLUNTEERS, PLAYERS, OFFICERS, DIRECTORS, PARTNERS, OWNERS, SPONSORS, CONTRACTORS AND AGENTS, AND EACH OF THEM, SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM SUCH CAUSES AND ARE EXPRESSLY RELEASED FROM SAME.

INDEMNIFICATION

THE SEASON TICKET MEMBER, BOTH FOR THE SEASON TICKET MEMBER AND FOR EACH SEASON TICKET USER, AGREES TO INDEMNIFY AND HOLD HARMLESS, THE USL, HARTFORD ATHLETIC, THE OWNER OF THE STADIUM, THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES AND RELATED ENTITIES, AND THEIR RESPECTIVE EMPLOYEES, VOLUNTEERS, PLAYERS, OFFICERS, DIRECTORS, PARTNERS, OWNERS, SPONSORS, CONTRACTORS AND AGENTS, AND EACH OF THEM, FROM ANY CLAIMS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, LIABILITIES, LOSSES, OR DAMAGES ARISING FROM THE SEASON TICKET MEMBER OR SEASON TICKET USER'S BREACH OF ANY OF THE TERMS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY VIOLATION OF HARTFORD ATHLETIC POLICIES.

AGREEMENT MODIFICATION

Hartford Athletic reserves the right to amend any of the terms and conditions contained in this Season Ticket Agreement in its sole discretion by transmitting such amendments (the "Amendments"), in writing, to the Season Ticket Member.

If Amendments are to take effect upon commencement of a subsequent Season, Season Ticket Members will be notified of any such Amendments prior to any renewal date for the applicable Season Ticket(s).

If Amendments are to take effect during the current Season and in the discretion of the Hartford Athletic are reasonably necessary to address safety, security or emergency situations, Season Ticket Members will be informed of any such Amendments upon the Amendments taking effect and will not entitle a Season Ticket Member to any refunds of any payments made prior to the Amendments if the Season Ticket Member subsequently chooses to cancel the Season Ticket as a result of the Amendments.

GOVERNING LAW; VENUE

These Terms shall be governed by the internal laws of the State of Connecticut without regard to its conflict of laws provisions. The Season Ticket Member knowingly, voluntarily and irrevocably consents to and submits to the exclusive jurisdiction of the courts located in the State of Connecticut in any action or proceeding arising out of or relating to this Agreement and waives any objection it may now or hereafter have to venue or to convenience of forum.

MISCELLANEOUS

In the event that any issue or matter relating to the Season Ticket is not otherwise addressed in this Agreement, or if there is a question of interpretation of the Hartford Athletic Policies, or in the event of any dispute between Hartford Athletic and any Season Ticket Member or Season Ticket User, or between any Season Ticket Member and a third party, in regard to the Season Ticket(s), Hartford Athletic reserves the right to make all final decisions and determinations and take all actions necessary, in its sole and absolute discretion, to resolve the issue or matter.

ACCEPTANCE OF TERMS AND CONDITIONS

Upon remitting any full or partial payment toward the purchase of your Season Ticket(s), or by accepting delivery of your Season Ticket(s) and Season Ticket Member benefits, you acknowledge responsibility for payment of the full Season Ticket purchase price, confirm that you have read and understand this Agreement, and accept and agree to the complete terms and conditions of Hartford Athletic's Policies, subject to any amendments made to the foregoing from time to time.

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the validity and enforceability of the other provisions shall not be affected. This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, understandings, representations, agreements, and commitments. No modification to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. A party's delay in enforcing its rights hereunder shall not be construed as a waiver of such rights or remedies.

AUTOMATIC TICKET RENEWAL

WITH THE PURCHASE OF A SEASON TICKET, THE SEASON TICKET MEMBER AGREES TO ENTER, AND THEREBY DOES ENTER, INTO AN AUTOMATIC RENEWAL SEASON TICKET PROGRAM. THROUGH THIS PROGRAM, EACH SEASON TICKET THAT INITIALLY IS PURCHASED BY THE SEASON TICKET MEMBER AUTOMATICALLY WILL BE RENEWED AND PURCHASED BY THE SEASON TICKET MEMBER FOR EACH SEASON THAT OCCURS SUBSEQUENT TO THE SEASON FOR WHICH THE INITIAL PURCHASE IS MADE, UNTIL SUCH TIME AS THE SEASON TICKET MEMBER CHOOSES TO OPT-OUT OF THE AUTOMATIC RENEWAL SEASON TICKET PROGRAM IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THIS AGREEMENT.

Renewal Notice. Hartford Athletic will send a written renewal notice to Season Ticket Members at least 30 days prior to the automatic renewal date each year. **This renewal notice will specify any changes to the price of the Season Ticket(s) for the upcoming Season as well as any other material changes to Season Ticket benefits.** Hartford Athletic reserves the right to introduce new pricing and benefits before each Season, in phases or at once before the renewal deadline.

Opt-Out. Season Ticket Members may opt-out of their obligation to purchase Season Ticket(s) for the upcoming Season at any time before **the renewal date** of the year immediately preceding the initiation of such Season by providing an opt-out notice to the Hartford Athletic Ticket Sales & Services Department. Any Season Ticket Member who timely opts-out of the obligation to purchase Season Tickets for the upcoming Season will terminate their Season Ticket Member status with the club for such upcoming and any subsequent Season and no longer will be enrolled in the automatic renewal season ticket program. By timely opting out of the obligation to purchase Season Ticket(s) for the upcoming Season, Season Ticket Members will retain their Season Ticket Member status for the remainder of the current Season, and any outstanding or future Season Ticket payments relating to the current Season must be paid by the Season Ticket Member when due. **If an opt-out notice is not received by Hartford Athletic on or before the date specified above, the Season Ticket Member's Season Ticket(s) automatically shall be renewed for the upcoming Season, the Season Ticket Member shall be obligated to purchase such Season Ticket(s) for such upcoming Season, and the purchase price of such Season Ticket(s) for the upcoming Season shall be due and payable in accordance with the payment plan applicable under the "Payment Plan" section set forth above in this Agreement.**