

MEMBERSHIP - TERMS AND CONDITIONS

These Terms and Conditions contain, among other terms, auto-renew provisions, disclaimers of liability, an exclusive remedy, a binding arbitration clause and a class action waiver. Please read them carefully.

As part of the consideration for the 2018-19 Season Ticket Membership (the "Membership") being licensed hereunder to the Member (as defined below) by Delaware 87ers, LLC (such entity, together with the National Basketball G League Association ("G League") team operated by such entity, the "Blue Coats"), the Member hereby agrees to (i) timely pay the charges set forth in the payment form(s) or invoice(s) (whether in hard copy, electronic or other format) relating to Member's Membership subscription (the "Payment Form"; and the aggregate charges set forth therein, the "Membership Fee"), (ii) comply with the other terms and conditions set forth in the Payment Form, and (iii) comply with the terms and conditions that are set forth below and/or otherwise referenced herein or otherwise made available or provided to Member (all such terms and conditions, together with the Payment Form, this "Membership License"). Each ticket covered by or otherwise licensed pursuant to this Membership License shall be referred to herein as a "Ticket". Tickets and other benefits or privileges of Membership shall be referred to herein as "Membership Privileges." Subject to Section 7, this Membership shall apply to all Blue Coats Home Games in which the Delaware Blue Coats are designated as the "home" team by the G League, including, without limitation, games played at the Bob Carpenter Center, the Wells Fargo Center, the 76ers Training Complex, any newly constructed venues, and/or any venues within 40 miles of the city limits of Wilmington, DE.

1. **Member.** The "Member" shall be the one person or legal business entity that is on record in the Blue Coats' database as the registered holder of the Membership. If a Membership is registered in the name of a legal business entity, a contact person must be identified and the Blue Coats shall have the right to rely on the actions of such contact person as the actions of the Member. The Blue Coats' acceptance of payment for Tickets or other Membership Privileges from any person or entity other than the Member does not grant any rights to Tickets or other Membership Privileges, any account access or any future account or credit rights, nor constitute an assignment or transfer thereof, to such person or entity.

2. **Term.** The term of this Membership License (the "Term") shall commence on the earlier of (x) the date Member signs the Payment Form and (y) the date Member makes full or partial payment of the Membership Fee in accordance with Section 3 below, and subject to early termination as provided herein, shall continue until the later of (a) the last regular season Blue Coats home game of the 2018-19 NBA G League Season, and (b) if the Blue Coats participate in the 2018-19 NBA G League Playoffs and the Member has the right pursuant to this Membership License to, and does, purchase Tickets to Blue Coats playoff home games for the 2018-19 NBA G League Season (and such right is not revoked pursuant to the terms herein), the last such home playoff game of the Blue Coats.

3. **Membership Fee.** In consideration for the right to receive the Tickets and other Membership Privileges, Member shall timely pay to the Blue Coats the Membership Fee. Payment of the Membership Fee shall be made as selected by Member on the Payment Form. All payments by Member under this Membership License shall be made without offset, deduction or counterclaim and are non-refundable except as expressly provided otherwise herein.

4. **Revocable License.** Each Ticket represents a separate, limited and revocable license that only permits the bearer the right to attend the Blue Coats home game identified on such Ticket and sit in the seat location identified on such Ticket. No property rights, and no renewal or expectancy rights, are conveyed under this Membership License, any Ticket, or any other item the Blue Coats may deliver to Member under this Membership License. This Membership License and any or all of the Tickets and other Membership Privileges are revocable at any time by the Blue Coats, in its sole and absolute discretion, with cause (including a breach of this Membership License) or without cause. Upon any revocation of the Membership License, the Blue Coats may, in its sole and absolute discretion, (i) cancel, inactivate and revoke any or all Tickets for the remaining games of the 2018-19 NBA G League Season (and deny the holder of such revoked Tickets admission to the Arena for the games to which such revoked Tickets apply) and (ii) revoke any or all other Membership Privileges, including any right Member may have under this Membership License to purchase tickets to Blue Coats playoff home games for the 2018-19 NBA G League Season. Upon a revocation of the Membership License with cause, the Blue Coats shall have the right to retain any prepaid portion of the Membership Fee, subject to Section 11. Upon a revocation of the Membership License without cause, the Blue Coats shall refund to Member any prepaid portion of the Membership Fee attributable to regular season games for which Tickets are revoked. If the Blue Coats revokes any Tickets with respect to any particular game with cause but do not revoke the Membership License, no refund will be paid to Member.

5. **No Right to Renew; Auto-Renew; Playoff Opt-In.** (A) This Membership License covers only those 2018-19 preseason and regular season Blue Coats home games to which the applicable Membership applies. Member hereby acknowledges and agrees that Member neither has a reasonable expectation, nor any right or privilege, implied

or otherwise, to (i) purchase or receive playoff tickets for the 2018-19 NBA G League Season or subsequent NBA G League Season(s), (ii) purchase or receive tickets or other Membership Privileges for any subsequent season(s) or (iii) renew this Membership License for any subsequent season(s). Member further acknowledges and agrees that if the Blue Coats (in its sole and absolute discretion) offers Member the opportunity to renew this Membership License, neither such offer nor any acceptance by Member shall create a course of dealing between Member and the Blue Coats or a reasonable expectation, right or privilege, implied or otherwise, to any further renewal.

(B) If the Blue Coats (in its sole and absolute discretion) elects to offer Member the opportunity to renew this Membership License for the 2019-20 NBA G League Season, this Membership License may automatically renew for the 2019-20 NBA G League Season as follows: If Member receives notice from the Blue Coats ("Auto-Renew Notice") setting forth or otherwise directing Member (including via hyperlink) to the price(s) and seat location(s), as well as certain terms and conditions, of Member's Membership License for the 2019-20 NBA G League Season, Member must notify the Blue Coats, in the manner prescribed by the Blue Coats in the Auto-Renew Notice and within a minimum of two (2) weeks following receipt of such notice (the "Response Deadline"), that Member wishes not to renew Member's Membership License for the 2019-20 NBA G League Season. The exact amount of time that Member will have to provide notice to Blue Coats will be provided to Member in the Auto-Renew Notice. If Member does not provide such notice to the Blue Coats by the Response Deadline, Member shall be deemed to have accepted Member's Membership License for the 2019-20 NBA G League Season upon the terms and conditions set forth in or otherwise directed (including via hyperlink) by the Auto-Renew Notice (which may be available emailed to Member), and Member's credit card will be charged a non-refundable amount two (2) days following the Response Deadline in the amount set forth in the Auto-Renew Notice, and will thereafter continue to be charged by the Blue Coats consistent with the payment option selected on the Payment Form (or deemed selected pursuant to a previous season's Terms and Conditions) for the 2018-19 Membership License. For illustration purposes only, if Member receives the Auto-Renew Notice on January 29, 2019, Member must provide notice to the Blue Coats by February 12, 2019 that Member wishes not to renew, or Member's credit card will be charged on or about February 14, 2019.

(C) If the Blue Coats (in its sole and absolute discretion) elects to offer Member the opportunity to purchase tickets to Blue Coats playoff home games for the 2018-19 NBA G League Playoffs ("Playoff Tickets"), Member may purchase Playoff Tickets as follows: If Member receives notice from the Blue Coats ("Playoff Notice") setting forth or otherwise directing (including via hyperlink) Member to the price(s), seat location(s), as well as certain terms and conditions, of Member's purchase of Playoff Tickets, Member must notify the Blue Coats, in the manner prescribed by the Blue Coats in the Playoff Notice and within a minimum of one (1) week following receipt of such notice (the "Playoff Response Deadline"), that Member wishes to purchase Playoff Tickets on the terms set forth or otherwise directed (including via hyperlink) by the Playoff Notice. The exact amount of time that Member will have to provide notice to Blue Coats will be provided to Member in the Playoff Notice. If Member does provide such notice by the Playoff Response Deadline, Member agrees to timely pay the charges set forth in the Playoff Notice or any related invoice(s) in the manner described therein. If Member does not provide such notice to the Blue Coats by the Playoff Response Deadline, Member shall have no right (unless subsequently offered by Blue Coats in its sole and absolute discretion) to purchase Playoff Tickets.

6. **Limits on Transferability.** Member shall not sell, assign or otherwise transfer for consideration (i) this Membership License, or (ii) any Membership Privileges (other than Tickets), in each case, without the Blue Coats' express written consent. Any sale, assignment or transfer of Tickets must be in compliance with applicable law. Upon any violation of this Section 6, the Blue Coats shall have the right to revoke this Membership License, the Tickets and the other Membership Privileges as a revocation with cause under Section 4.

7. **Non-Occurrence of Events; Other Events; Neutral Site Events.** Nothing herein, including without limitation the Blue Coats' issuance of Tickets, shall operate as or constitute any warranty, representation, covenant or guarantee by the Blue Coats that any number of games (including playoff games) shall be played by the Blue Coats or that any number of games shall be played at any specific venue. Member acknowledges and agrees that the revocable rights to Tickets are solely for the 2018-19 NBA G League preseason and regular season games (and, if expressly provided in this Membership License, the right to purchase tickets for playoff games) presented by the Blue Coats and where the Delaware Blue Coats are designated as the "home" team by the G League. The venues for such games shall be collectively referred to as, the "Arena", and for the avoidance of doubt, shall not include tickets, or the right to purchase tickets, to any other event or game, including, but not limited to, any neutral site game, NBA All Star or NBA Draft event (x) that is held in the Blue Coats' market or hosted by the NBA G League at the Arena or (y) in which the Blue Coats participates

that is held at a location other than the Arena (each of (x) or (y), a “League Special Game”). Member acknowledges and agrees that the Blue Coats and/or NBA G League may cancel, postpone, reschedule or relocate games for any reason (e.g., move a preseason or regular season game of the Blue Coats from any Arena to an alternate venue for the purposes of playing a League Special Game or addressing a force majeure event or occupancy condition), as determined in its/their sole discretion, as well as to modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentations of NBA games and events. In the event any game for which Tickets have been purchased under this Membership License is not played or presented in the Arena for any reason (each, a “Lost Game”), including, without limitation, a work stoppage or labor dispute by and among the NBA G League and/or their respective players or any other cause, (i) such event shall in no way be deemed, argued or construed to be a breach by Blue Coats of this Membership License or any other terms, conditions, agreement or other duties or obligations in connection with the sale and use of Tickets, and (ii) Member hereby waives and releases any and all claims Member may have against the Blue Coats, the other Releasees (as defined in Section 12) and/or the NBA G League with respect to such Lost Game.

8. Use of Images; Unauthorized Reproductions. (A) Member grants permission to the Blue Coats and the NBA G League (and their designees and agents) to utilize Member’s and any of Member’s guests and other Ticket holders’ image (and Member represents, warrants and covenants that it has or will obtain all approvals needed to provide such permission), likeness, voice, actions and statements in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, or in connection with, a Blue Coats game (whether in or outside the Arena) in any medium, whether now known or hereinafter created, or context for any purpose, including commercial or promotional purposes, without further authorization or compensation. (B) Member agrees not to transmit, distribute or sell (or aid in transmitting, distributing or selling), in any media now or hereafter existing, any description, account, picture, video, audio or other form of exploitation or reproduction of the event or any surrounding activities (in whole or in part) for which a Ticket is issued, in including any or other Membership Privileges.

9. Compliance with Rules and Regulations. (A) Member shall, and shall cause all guests using Tickets or other Membership Privileges to, comply with (i) all rules, regulations, policies and procedures adopted from time to time by the Blue Coats, the Arena and/or the NBA G League, including, without limitation, (x) all policies with respect to the cancellation, postponement or rescheduling of a Blue Coats home game, (y) all announcements issued over Arena’s public address system, and (z) the NBA G League Fan Code of Conduct and other NBA G League rules related to fan conduct or otherwise, and (ii) all applicable federal, state and local laws, rules, regulations and orders of government authorities. (B) Blue Coats reserve the right to revoke Member’s Membership License, and/or refuse admission to or eject from the Arena any person whose conduct it deems disorderly or otherwise in violation of any rules, regulations, policies, procedures, orders or laws referenced above. If Member or any guest thereof is refused entry to or ejected from the Arena for such reason, Member shall forfeit any claim for a refund or credit. (C) The Blue Coats reserve the right to take appropriate action against individuals who fraudulently or otherwise improperly obtain wheelchair and companion seats including, without limitation, ejection and legal action.

10. Location Change. The Blue Coats reserve the right to relocate the Tickets to any other location in the Arena (with a price adjustment, if applicable, based on the rate at which Blue Coats is offering the new seats for sale at the time of relocation) if Blue Coats determines, in its sole discretion, such relocation is advisable to facilitate any construction project or other alteration or modification to the Arena, or due to any NBA requirements, government requirements or other reasons beyond the reasonable control of the Blue Coats. If Blue Coats exercises such right, Blue Coats agrees to use its reasonable efforts to provide a reasonably comparable location. Member acknowledges that Blue Coats makes no guarantee of any specific locations and that the alternative locations will be provided based on availability.

11. Default/Termination. Member shall be in default under this Membership License if Member (a) fails to remit any payment in accordance with the terms of this Membership License (including any rejection of any automated payment or debit or any credit card under any payment plan) or (b) fails to comply with or perform any of the other terms, obligations, covenants, or conditions in this Membership License. Upon any such default, then in addition to any and all other rights and remedies available to the Blue Coats and its affiliates under this Membership License, at law or in equity or otherwise, the Blue Coats may, in its sole and absolute discretion, do any one or more of the following: (i) cancel, inactivate and revoke all or a portion of the Tickets and other Membership Privileges (and deny admission into Arena), (ii) apply any amounts previously paid (regardless of which games or benefits such amounts are attributable to) towards any Damages (as defined below) with no obligation to return or refund such amounts except as set forth in the proviso to this sentence, (iii) if Member is expressly granted the right to purchase Tickets to Blue Coats home playoff games in this Membership License, revoke such right, (iv) suspend all or any portion of Member’s rights hereunder, and (v) terminate this Membership License and any or all of Member’s rights under this Membership License for cause, in each case, with no further liability or obligation of any kind to Member, provided that Blue Coats shall refund to Member any amount previously paid by Member in excess of the damages

caused by all defaults of Member or its guests, licensees or affiliate (including without limitation costs of collection of any amounts due, allocable costs of in-house counsel and other attorneys’ fees and other costs and expenses incurred in connection with enforcement of remedies for such default) (collectively, “Damages”). Except as expressly required by applicable law, Blue Coats shall have no duty to mitigate its damages as a result of a breach or default by Member and any amounts received by Blue Coats from any re-sale of the Tickets or other Membership Privileges shall not reduce Member’s obligations hereunder. Interest on all late amounts due shall accrue from the date of non-payment until paid in full at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permissible under Delaware law. Member acknowledges that (i) Blue Coats plans to fully enforce its rights under this Membership License; and (ii) in entering into this Membership License, Member has not relied upon any prior policies or practices of Member related to enforcement of (or any waiver or failure to enforce) any obligations similar to those contemplated hereunder (for non-payment or otherwise). No failure by the Blue Coats to exercise any right or remedy in connection with a breach by any person or entity of any provision hereunder (or the corresponding provision in the membership license of another person or entity) shall operate as a waiver of such right or remedy with respect to a breach by any other person or entity (including Member) of such provision (or the corresponding provision in this Membership License or the membership license of another person or entity). The provisions of Sections 8, 11, 12, 13, 14, 15, 16, 17 and 18 shall survive the termination or expiration of this Membership License.

12. Liability. (A) The Blue Coats’ and the other Releasees’ (as defined below) liability for damages of any kind arising out of this Membership License is limited to a refund of the actual purchase price paid by Member for Tickets to games not yet played under this Membership License. This remedy is exclusive except as expressly provided otherwise herein. For the avoidance of doubt, except as provided otherwise herein, in no event shall the Blue Coats or any other Releasee be liable for any other direct, indirect, incidental special, punitive, exemplary or consequential damages or for lost profits, revenues or business opportunities even if such Releasee has been advised of the possibility of such damages or if such damages were foreseeable. (B) Member, on behalf of itself, its guests and any holder of any Ticket, assumes all risk arising from, or related in any way to, any use of the Tickets (including, without limitation, at any Blue Coats game) or any other Membership Privileges (whether occurring prior to, during, or after such use), howsoever caused and whether by negligence or otherwise (except where prohibited by law as described in Section 18 below). Member waives and releases, to the fullest extent permitted by law, all claims, whether known or unknown, relating to or arising from any such injury, loss or damage against Blue Coats, and their respective affiliates, and the officers, directors, managers, owners, employees, agents, successors and assigns of each of the foregoing (all of the foregoing, collectively, the “Releasees”). Member acknowledges and agrees that the Releasees shall not be responsible for any such injury, loss or damage (including for lost or stolen property). (C) Member shall indemnify and hold harmless, to the fullest extent permitted by law, all Releasees from and against any liabilities, losses, damages, claims, demands, choses in action, costs and expenses, including reasonable attorneys’ fees (including in any action between Member and the Blue Coats or any other Releasee, or any action by a third party), costs of investigation (whether or not litigation occurs) and litigation expenses, arising out of or related to any act or omission, breach of any provision of this Membership License, or violation of any applicable law, rule, regulation or order, in each case, by Member, any of Member’s guests or any holder of Member’s Tickets.

IF MEMBER IS A NEW JERSEY RESIDENT OR OTHERWISE HAS RIGHTS UNDER NEW JERSEY’S CONSUMER PROTECTION LAWS, NOTHING IN THIS SECTION SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

SEE SECTION 18 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 12.

13. Severability. If any term or provision of this Membership License, or the application thereof to any person, entity or circumstance, shall to any extent be held invalid or unenforceable in any jurisdiction, then (a) as to such jurisdiction, the remainder of this Membership License, or the application of such term or provision to persons, entities or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, (b) the tribunal making such determination shall have the power to (and the parties shall request that the tribunal) reduce the scope, duration, area or applicability of such provision, to delete specific words or phrases, or to replace any invalid or unenforceable provision with a provision that is valid and enforceable and comes closest to expressing the intention of the invalid or unenforceable provision, and (c) each remaining term and provision of this Membership License shall be valid and enforceable to the fullest extent permitted by applicable law. Any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, each of Blue Coats and Member hereby waives any provision of law that would render any provision of this Membership License unenforceable in any respect. Notwithstanding anything to the contrary in this Membership License, to the extent any portion of

Section 14(i) is held to be invalid or unenforceable as to a party, the entirety of Section 14(i) shall be null and void as to that party.

SEE SECTION 18 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 13.

14. Miscellaneous.

a. Blue Coats' obligation to provide the Tickets and the other Membership Privileges shall be subject and subordinate to (i) all NBA G League rules and regulations, (ii) all applicable laws, rules and regulations, and (iii) the terms of Blue Coats' right to use the Arena pursuant to any applicable lease or license, as such lease or license may be amended from time to time.

b. Blue Coats retains the right to reschedule the date or the start time of any game and shall not be liable to Member for any reason related to any rescheduling.

c. The Blue Coats are not responsible for lost or stolen tickets, and any reissuance of tickets shall be at the discretion of the Blue Coats and may be subject to processing fees determined by the Blue Coats. Tickets not obtained from sources authorized by Blue Coats may not be honored.

d. No Tickets or other Membership Privileges issued hereunder may be used for advertising, promotion (including contests and sweepstakes) or other trade or commercial purposes without the Blue Coats' express written consent.

e. The use of any Ticket or other Membership Privilege hereunder in violation of this Membership License, with or without Member's knowledge, is Member's responsibility and Member shall remain absolutely and unconditionally responsible for any such violations.

f. In the event any Ticket(s) is listed at an incorrect price or seat location within the Arena due to typographical or other error, Blue Coats shall have the right to refuse or cancel any orders placed for such Ticket(s), whether or not the order has been confirmed and Member's payment processed.

g. All requests and notices from a Member must be provided in writing to Delaware 87ers LLC, 3 Banner Way, Camden, NJ 08103, Attn: Ticket Sales and Service Dept. or by email to Member's Account Manager. Such requests shall be submitted with Member's name, account number, daytime phone number and accompanied by Member's signature. It is Member's responsibility to notify the Blue Coats in writing or by email of any changes to Member's address, email address and/or phone number.

h. This Membership License shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely in Delaware and without regard to the conflicts of laws principles thereof. SEE SECTION 19 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 14(h).

i. This Membership License and the terms printed on each individual game Ticket constitute the entire agreement between the parties with respect to Member's Membership and supersedes all prior and contemporaneous negotiations, understandings or agreements (whether in advertising or marketing materials or otherwise) with respect to the subject matter hereof.

j. None of the provisions of this Membership License can be waived except in a writing signed by the Blue Coats. No failure by the Blue Coats to exercise any right under this Membership License shall operate as a waiver of such right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other rights. The waiver by the Blue Coats of any breach of this Membership License shall not be deemed a waiver of any prior or subsequent breach. All remedies of the Blue Coats shall be cumulative and the pursuit of one remedy shall not be deemed a waiver of any other remedy.

k. Time shall be of the essence with respect to Member's obligations under this Membership License.

l. Member represents and warrants that (i) it has full power and legal authority to enter into and perform this Membership License in accordance with its terms and (ii) this Membership License has been duly executed and delivered by Member and constitutes a legal, valid and binding obligation of Member enforceable in accordance with its terms.

15. DISPUTE RESOLUTION; INFORMAL RESOLUTION AND FORMAL RESOLUTION BY ARBITRATION/CLASS ACTION WAIVER

Member and the Blue Coats agree that all disputes, controversies or claims arising out of or related to this Membership License (referred to as a "Claim") will be resolved as follows:

(A) **INFORMAL RESOLUTION:** Member and the Blue Coats will first attempt to resolve any Claim informally after notice has been provided in accordance with Section 14(g) above.

(B) **FORMAL RESOLUTION BY ARBITRATION/CLASS ACTION WAIVER: MEMBER SHOULD READ THE FOLLOWING ARBITRATION PROVISION AS IT LIMITS MEMBER'S RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION.** Member and the Blue Coats agree that any dispute, controversy or other Claim arising out of or relating to this Membership License, or the determination of the scope or applicability of Arbitration, shall be governed solely by the Federal Arbitration Act.

If Member and the Blue Coats cannot resolve a Claim informally within 30 days of written notice by one party to the other of such Claim, any Claim asserted by either party will be resolved only by binding Arbitration. By agreeing to Arbitration, both Member and the Blue Coats understand and agree that all disputes shall be decided by an arbitrator and that each party is waiving its rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle disputes. Instead of suing in court, both Member and the Blue Coats each agree to settle disputes only by Arbitration. **ARBITRATION MEANS THAT EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL.** The rules in Arbitration are different. There is no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations stated in this Membership License as a court would. The Blue Coats and Member understand that, absent this mandatory arbitration provision, the Blue Coats and Member would have the right to sue in court and have a jury trial. The Blue Coats and Member further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

The Arbitration shall be conducted by a single arbitrator, governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Membership License, and administered by the AAA. If Member and Blue Coats cannot agree on who that single arbitrator should be, then the AAA shall appoint an arbitrator with significant experience resolving the type of Claim at issue. If there is a conflict between the AAA Rules and the rules set forth in this Membership License, the rules set forth in this Membership License will govern. The AAA Rules and fee information are available at www.adr.org, or by calling the AAA at 1-800-778-7879.

Member may, in Arbitration, seek any and all remedies otherwise available to Member pursuant to the law of the governing state. If Member decides to initiate Arbitration, the Blue Coats shall bear the cost of any Arbitration filing fees and Arbitration fees for claims of up to \$75,000, unless the arbitrator finds the Arbitration to be frivolous. Member is responsible for all other additional costs that Member may incur in connection with the Arbitration including, but not limited to attorney's fees and expert witness costs unless the Blue Coats are otherwise specifically required to pay such fees under applicable law. For claims that total more than \$75,000, the AAA Rules will govern payment of filing fees and Arbitration fees. The decision of the arbitrator will be in writing and binding and conclusive on the Blue Coats and Member, and judgment to enforce the decision may be entered by any court of competent jurisdiction. The Blue Coats and Member agree that dispositive motions, including without limitation, motions to dismiss and motions for summary judgment, will be allowed in the Arbitration. The arbitrator must follow this Membership License and can award the same damages and relief as a court, including injunctive or other equitable relief and attorney's fees. Notwithstanding the foregoing, the Blue Coats and Member agree not to seek any attorney's fees and expert witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose.

If Member claim is solely for monetary relief of \$10,000 or less, and does not include a request for any type of equitable remedy, Member may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the AAA Rules.

The Arbitration will be held at a location in Wilmington, Delaware, unless Member and the Blue Coats both agree to another location or telephonic Arbitration. To initiate Arbitration, Member or the Blue Coats must do the following things:

(1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered and a copy of this agreement to arbitrate. A copy of a Demand for Arbitration can be found at www.adr.org.

(2) Submit a Demand for Arbitration, plus the appropriate filing fee to the AAA by mail, facsimile, email, or on-line:

To file by mail send the initial filing documents and the filing fee to: AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. To file via fax send the initial filing documents and a completed charge card authorization form for the filing fee to 877-304-8457. To file by email send the filing documents and a check or a completed charge card authorization form for the filing fee to CaseFiling@adr.org. Charge card authorization forms are available at www.adr.org/Services/Forms. To file on-line via AAA WebFile, visit www.adr.org and click on File & Manage a Case and follow directions to register.

(3) Send one copy of the Demand for Arbitration to the other party. Special Rules in the Arbitration Proceeding. (i) The arbitrator has no authority to make errors of law and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any Federal or State court that has jurisdiction. (ii) Neither Member nor the Blue Coats shall be entitled to join or consolidate claims in Arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. **THIS MEANS THAT MEMBER WAIVES MEMBER'S**

RIGHT TO INITIATE OR PARTICIPATE IN ANY CLASS OR CONSOLIDATED ACTION WHATSOEVER. Accordingly, Member and the Blue Coats agree that the AAA Rules for Class Arbitrations do not apply to any Arbitration. A court may sever any portion of this dispute resolution provision if it finds such unenforceable.

Notwithstanding the obligation to arbitrate all Claims under this Membership License, Member may choose to pursue Member's individual claim in small claims court where jurisdiction and venue over the Blue Coats and Member otherwise qualifies for such small claims court and where Member's claim does not include a request for any type of equitable relief.

16. CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

Without limiting Section 15, Member and Blue Coats agree that any Claims will be resolved on an individual basis, and that any Claim will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. Member and the Blue Coats further agree that neither will participate in any consolidated, class or representative proceeding (existing or future) brought by any third party in connection with 2018-19 Season Ticket Memberships or 2018-19 Partial Plan Memberships (as applicable). If any court or arbitrator determines that the class action waiver set forth in this section is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the Claim will not be subject to arbitration and must be litigated in federal court in Philadelphia County, Pennsylvania. The terms of this section will also apply to any valid Claims asserted by Member against any parent, subsidiary or other affiliate of the Blue Coats to the extent such Claims arise out of this Membership License and/or 2018-19 Season Ticket Memberships or 2018-19 Partial Plan Memberships (as applicable).

SEE SECTION 18 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 16.

17. LIMITED TIME TO FILE CLAIMS. Member agrees that Member will assert any Claim arising out of this Membership License within one (1) year after the Claim arises, or such Claim will be barred.

SEE SECTION 18 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 17.

18. EXCLUSIONS AND LIMITATIONS; CONSUMER PROTECTION NOTICE. If Member is a consumer, the provisions in this Membership License are intended to be only as broad and inclusive as is permitted by the laws of Member's State of residence.

If Member is a New Jersey resident or otherwise has rights under New Jersey's consumer protection laws, the terms of Sections 12, 14, 15(h), 17 and 18 do not limit or waive Member's rights under New Jersey law and the provisions in this Membership License are intended to be only as broad and inclusive as is permitted by the laws of the State of New Jersey. In any event, the Blue Coats reserve all rights, defenses and permissible limitations under the laws of New Jersey and under the laws of Member's State of residence.

Notwithstanding the foregoing, nothing in this Section shall modify Subsection 15(B) ("Formal Resolution by Arbitration/Class Action Waiver").