

TERMS AND CONDITIONS

This Bills Stadium Pass Agreement (the "Agreement") is agreed to by the person or entity identified as the customer ("Customer") purchasing the Bills Stadium Pass tickets described in this Agreement (which includes the order form completed by the Customer) and Buffalo Bills, LLC (the "Bills"). Customer's use of the Bills Stadium Pass tickets in the football stadium owned by Erie County and leased to the Bills, located at One Bills Drive, Orchard Park, New York (the "Stadium") is subject to the following Terms and Conditions. Customer shall be bound by and observe these terms and conditions upon which the tickets are issued.

1. POSSESSION AND USE. This Agreement grants to Customer the right to a ticketed seat or seats (up to a maximum of 4 (four) tickets in groups of 2 (two)), as set forth in the Customer's order, (the "Tickets") in a location to be determined for each regular season football game played in the Stadium by the Bills during the 2019 NFL football season (each, a "Game"; the 2019 NFL football season constitutes the "Term"), subject to the provisions of the Agreement. Customer shall be assigned the seat location of the Tickets 24-48 (twenty-four to forty-eight) hours in advance of each Game and shall be notified when assigned. Seat locations for the Tickets may be different each Game. Tickets are not guaranteed to be located together for more than 2 (two) tickets. Seat locations for Tickets exclude premium seating locations such as clubs and exclude 100 level tickets. Tickets are available electronically to be used via the Bills' official mobile application. Alternatively, Customer may visit the Buffalo Bills Ticket Office to obtain a printed ticket upon request after the seat location has been assigned each Game. Access to the ticketed seats shall be controlled by the Bills and shall require the presentation by each person using such area of a ticket for admission thereto. The Agreement only provides Customer with the right and privilege to possess and use the Tickets in the manner set forth in the Agreement. The Agreement does not confer upon Customer and Customer's guests any greater or lesser rights and privileges with respect to admission to the Stadium than afforded to other holders of tickets for admission thereto. Customer and Customer's guests, and anyone using the Tickets on Customer's behalf, shall be bound by and shall observe the terms and conditions upon which admission to the Stadium is permitted, including without limitation, all applicable policies of the Bills such as the Buffalo Bills Fan Code of Conduct and the Bills' policy on the cancellation or postponement of a game. The Buffalo Bills Fan Code of Conduct can be found on the Bills' website www.buffalobills.com. Customer and all those using the Tickets shall maintain proper decorum and comply with all laws, rules and regulations of all governmental authorities and the Bills. Customer shall not suffer or permit the use of the Tickets in violation of the Agreement or any of the rules and regulations referenced herein. Customer is strictly responsible for the compliance of all such rules by himself/herself and any person utilizing Customer's Tickets. Customer assumes full responsibility for the character, acts, and conduct of each person who gains admission to the Stadium by presentation of the Tickets. For purposes of Customer's obligations hereunder, the act of any such person shall be deemed the act of the Customer. Customer, for him/herself, his/her heirs, executors, administrators, successors and assigns, hereby releases, waives, relinquishes, discharges, and agrees to indemnify, defend, and hold the Bills, its successors, assigns, agents, officers, and employees, harmless from and against any and all claims, demand, liabilities, suits or actions (including all reasonable expenses and attorney's fees incurred by or imposed on the Bills in connection therewith) for loss, injury or

other casualty arising from conduct referenced herein. For violation of this Agreement or any applicable law, rule, or regulation of the Bills or any entity with authority, the Bills may exclude any person from the Stadium or the Tickets, or immediately terminate the right of any person to obtain access to the Tickets or remain within the Stadium, and remove or cause such person(s) to be removed therefrom. This Agreement does not entitle Customer to any future or renewal rights.

2. OBLIGATION TO PAY. Except as otherwise set forth herein, Customer is obligated to pay the designated ticket fees for the right and privilege to use the Tickets (the "Fee") promptly when such payment is due without any deductions, set offs, or counterclaims against such payments on account of any breach or default by or claims against the Bills or otherwise. The Bills shall not be liable for and Customer shall not assert any deduction, set off, or claim of any nature against the Bills for any act or omission of or any breach or default by any concessionaire or other vendor in or about the Stadium. Except as otherwise set forth in such terms and conditions, the Bills shall have no liability to Customer on account of any such cancellation or postponement or other failure or deficiency in the conduct of such game. Customer's rights under the Agreement, including the rights to have access to the Stadium and use the Tickets, are subject to the condition precedent of payment by Customer to the Bills of all sums then due the Bills and upon Customer's continued compliance with the Agreement. Customer shall pay any sales, privilege, rental, use, property, or other governmental taxes due on or with respect to the Fee or on account of the use of the Tickets. In the event the Bills discontinue playing professional football games at the Stadium and another member of the National Football League does not play in its stead, then this Agreement shall be cancelled and Customer's sole and exclusive remedy upon such cancellation shall be that Customer is relieved of responsibility for any future payments as outlined above and shall be refunded any advance Fee paid. **ALL SALES FINAL. ALL FUNDS MUST BE IN U.S. DOLLARS. FULL PAYMENT FOR TICKETS DUE AT TIME OF ORDER. A \$25.00 FEE WILL BE CHARGED FOR ALL RETURNED CHECKS. ACCEPTED FORMS OF PAYMENT:** Personal or Certified Check, Money Order, Credit Card (Visa, MasterCard, American Express, and Discover), and Cash payments are accepted in person at the Bills Ticket Office. To purchase through the online order form, Credit Card is the accepted form of payment.

3. PLAYOFF OPPORTUNITY. Customer may receive a pre-sale opportunity to purchase tickets to post-season (playoff) Bills games to be played in the Stadium during the Term. Pre-sale opportunity is subject to availability; no guarantee of access to purchase playoff tickets.

4. LATE FEE; CANCELLATION. Any Fee or other monetary obligation under the Agreement not paid to the Bills in accordance with the terms hereof shall bear interest accruing from such date at the rate of fifteen percent (15%) per annum or the highest rate permitted by law, whichever is less.

5. DEFAULT. In the event Customer fails to pay when due any amounts to be paid by Customer pursuant to the Agreement or otherwise defaults in the performance or observation of its duties and obligations under the Agreement, the Terms and Conditions or such other policies, rules or regulations as may be established by the Bills from time to time, the Bills may, at its option: (a) withhold distribution of tickets to Customer for games and events played in or held at the Stadium until such time as such default is cured; and/or (b) terminate the rights of Customer under the Agreement and declare the entire unpaid balance of the Fee (which for purposes hereof shall include the total aggregate unpaid balance of the Fee

and Late Fees/Cancellation Fees, if applicable, for the remainder of the Term) immediately due and payable whereupon the Bills shall have no further obligation of any kind to Customer. The Bills shall use reasonable efforts to resell the Tickets to another party; provided that, if there are any other Tickets in the Stadium available to be sold, the Bills may give priority to selling such other Tickets. Customer shall remain obligated to make all payments due or becoming due under the Agreement, but if the Bills sells the Tickets to another party, then all amounts received from such other party, applicable to any remaining period of the Agreement shall be applied first to the expense of selling and then to the reduction of any obligations of Customer to the Bills under the Agreement. If the consideration collected by the Bills upon any such sale is not sufficient to pay the full amount of all such obligations of Customer, Customer shall pay such deficiency upon demand. The foregoing remedies of the Bills shall not be to the exclusion of any other right or remedy set forth in the Agreement or otherwise available to the Bills in law or equity. Customer shall be responsible for all reasonable attorneys' fees and costs incurred by the Bills in the enforcement of this Agreement whether or not litigation is actually commenced and including any appellate proceedings.

6. WAIVER; CUSTOMER WAIVER OF TRIAL BY JURY. No waiver by the Bills of any default or breach by Customer of its obligations under the Agreement shall be construed to be a waiver or release of any other subsequent default or breach by Customer under the Agreement, and no failure or delay by the Bills in the exercise of any remedy provided for in the Agreement shall be construed a forfeiture or waiver thereof or of any other right or remedy available to the Bills. **YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS, CLASS ACTIONS OR CLASS ARBITRATIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE TO THE EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE BILLS MAY, IN ITS SOLE DISCRETION, ELECT TO COMMENCE AN ACTION IN A COURT OF COMPETENT JURISDICTION LOCATED IN BUFFALO, NEW YORK (WITHOUT RESORTING TO ARBITRATION IN ACCORDANCE WITH THESE TERMS) TO (i) ENFORCE THE AGREEMENT AND THESE TERMS AND CONDITIONS AND (ii) ARISING FROM CUSTOMER'S FAILURE TO TIMELY PAY THE TICKET FEE OR OTHER AMOUNT DUE IN ACCORDANCE WITH THE AGREEMENT AND THESE TERMS AND CONDITIONS (collectively, a "Customer Financial Default"). Specifically, to the extent permitted by applicable law, you agree that, except with respect to a Customer Financial Default (as set forth above), any Dispute must be resolved exclusively by arbitration, shall take place on an individual basis; class arbitrations and class actions are not permitted. Such arbitration shall be effected by arbitrators selected as hereinafter provided and shall be conducted in Buffalo, New York in accordance with the Rules of the American Arbitration Association. The dispute shall be submitted to three (3) arbitrators, one arbitrator being selected by the Bills, and one selected by Customer. Those arbitrators shall then select the third (3rd) arbitrator, or, if the selected arbitrators cannot agree, by the American Arbitration Association. The meetings of arbitrators shall be held at such place or places in Buffalo, New York as may be agreed upon by the arbitrators. Any award made by a majority of the arbitrators shall be final, binding, and conclusive on the parties for all purposes. Any fees or charges of the arbitration and any cost of arbitration, including the cost of personal attorneys of each**

participant, shall be the sole responsibility of each party to the arbitration.

7. STRIKES, DAMAGES, DESTRUCTION, RELOCATION OF GAMES, ETC. In the event of (a) any strike, lockout or other work stoppage involving NFL players which results in the cancellation (but not the suspension, rescheduling or postponement to another time or date) of any the Bills games for which the Tickets apply, or (b) any damage to or destruction of the seats for which the Tickets apply or the Stadium (but not if caused by the fault or neglect of the Customer) which renders the Tickets or the Stadium unusable for any the Games for which the Tickets apply, then the Ticket Fee shall be reduced pro rata for such Game or Games for which the Tickets are unusable for the reasons just stated. If, in the event of any damage to or destruction of the Tickets or the Stadium, the Bills elects not to repair or restore the same, the Agreement shall terminate as of the date of such damage or destruction, and the entire amount of the reduction promptly shall be reflected in the amount due from or to Customer. If the NFL season within the Term is cancelled as a result of a strike, lockout or other work stoppage involving NFL players, then the Bills may elect to apply the Fee to the next succeeding NFL season for the same benefits as set forth herein.

8. DISCLAIMER OF LIABILITY. Neither the Bills, the NFL, its member clubs, nor any of the foregoing's affiliates, directors, officers, employees, or agents shall be liable or responsible for any loss, damage, or injury to any person or to any property of Customer or Customer's guests in or upon the Stadium resulting from any cause whatsoever, including but not limited to theft and vandalism, unless due to the gross negligence or the willful misconduct of the Bills or its officers, employees or agents, respectively. In addition, Customer agrees to defend, indemnify, and hold the Bills and the NFL and its member clubs harmless from and against any liability, losses, claims, demands, costs and expenses, including reasonable attorneys' fees and litigation expenses, arising out of any personal injury, or property damage occurring in or upon the Stadium in connection with Customer's use or occupancy of the Tickets or due to any contravention of the provisions of the Agreement or of any applicable laws, rules, regulations or order of any governmental agency having appropriate jurisdiction over any actions or negligence of Customer. **IN NO EVENT SHALL THE BILLS' TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION ARISING WITH RESPECT TO USE OF THE TICKETS GRANTED HEREIN EXCEED THE AMOUNT OF THE TICKET FEE PAID BY THE CUSTOMER FOR THE TERM.**

9. TERMINATION OF LEASE. The parties acknowledge that the rights conveyed by the Bills to Customer under this Agreement are subject to and derivative of the rights granted to the Bills by the County of Erie and the Erie County Stadium Corporation under a certain lease agreement dated as of May 6, 2013 (the "Lease"). Accordingly, if the rights granted to the Bills under the Lease terminate prior to the end of the Term, then this Agreement will immediately terminate. In the event of such termination, Customer's sole remedy against the Bills shall be to receive a refund of any pre-paid Fee that is attributable to the remaining portion of the Term after the date of such termination.

10. MISCELLANEOUS. (a) Customer shall not sell, assign, sublease, pledge, or otherwise transfer or encumber the Agreement or any of the Customer's rights and obligations under the Agreement, without the prior written consent of the Bills. Any attempted sale, assignment, sublease, pledge, transfer or encumbrance in contravention of the foregoing shall be null and void and of no effect. This shall not be construed to restrain Customer's ability to resell

individual tickets. (b) All notices, demands and other communications between the parties required or appropriate hereunder shall be in writing and deemed given if mailed, postage prepaid, to the respective addresses set forth in the Agreement, or to such address as may be designated by either party; from time to time, in writing. For purposes of this Agreement, the Bills' address shall be One Bills Drive, Orchard Park, New York 14127; the Customer's address shall be the address set forth in this Agreement. (c) THE AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICT OF LAWS. (d) The Agreement, including these Terms and Conditions, contains the entire agreement of the parties with respect to the matters provided for therein, and shall supersede any written instrument or oral agreement previously made or entered into by the parties to the Agreement. (e) The Agreement, and all the terms and provision thereof, shall inure to the benefit of and be binding upon the parties thereto, and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns. No amendment or modification to the Agreement shall be effective unless the same is in writing and signed by the Bills and Customer.

11. UPDATE CONTACT INFORMATION. It is the responsibility of the Customer to notify the Buffalo Bills Ticket Office when you have a change in your contact information. It is important that you keep your email and address current to ensure prompt delivery of invoices, tickets, and other dated ticket information. In the event you are changing your name to your married name, please submit a copy of your marriage certificate and your driver's license.