

NFL CREDENTIAL CARD PROGRAM TERMS & CONDITIONS

Effective Date: April 10, 2024

The NFL Credential Card Program (the “NFL Credential Card Program”) is a platform-based credentialing system designed to enable participating NFL Entities (each, an “Issuing Entity”) to issue credentials for purposes of providing credentialed access to designated areas of stadiums, facilities, games, or events (“Designated Areas”), which include locker rooms, fields, press boxes, and other areas where sensitive Game Day activities may occur, as determined by an Issuing Entity (“Game Day Access Zones”), and to better secure NFL games and events. The “NFL Entities” include league entities, such as the National Football League (“NFL”) and its affiliates, and the member professional football clubs of the NFL (“Member Clubs”).

The following Terms and Conditions (“Terms”) are a contract between you and the NFL Entities (“we,” “our,” “us”) that govern your participation in, or use of any element of, the NFL Credential Card Program, including your use of any one or more credential portals to apply for credentialed access to Designated Areas of an Issuing Entity (each, a “Credential Portal”), requisite biometric authentication for access to Game Day Access Zones as well as any other areas as required by the Issuing Entity, and any other application or service that posts an authorized link to these Terms (collectively, the “Services”).

These Terms may be supplemented by any additional rules, credential terms or conditions imposed by an Issuing Entity that apply to your use of a Credential Portal, or use of credential, to access the facilities or Designated Areas (including without limitation Game Day Access Zones) of an Issuing Entity. In the event of any conflict between these Terms and any additional rules or conditions imposed by an Issuing Entity that apply to your use of a Credential Portal, these Terms shall govern.

PLEASE NOTE THAT THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. PLEASE READ IT CAREFULLY. Your use of the Services constitutes your acceptance of the Terms.

1. Intellectual Property

1.1 General. As between you and us, we or our licensors own all right, title and interest, including all intellectual property and proprietary rights (including goodwill), in and to, and related to, the Services and all Trademarks, software, technology, platforms, applications, user interfaces, tools, links, text, images, photographs, video, audio, graphics, and other content (and the selection, coordination, and arrangement of any content), data, analytics, algorithms, or materials included or displayed in or through, provided with or through the use of, or generated from the Services, and any and all improvements to or derivatives of the forgoing.

Except as expressly provided in these Terms, you are prohibited from copying, reproducing, modifying, distributing, displaying, performing, or transmitting any of the Services or contents of the Services for any purposes, and nothing otherwise stated or implied in the Services confers on you any license or right to do so. To the extent you

obtain any rights in our content or Services, you hereby assign all such rights, title, and interest to the NFL.

1.2. Trade and Service Mark Rights. Without limiting Section 1.1 above, we (or our affiliates) and our Member Clubs own all rights in the product names, company names, trade names, logos, product packaging and designs ("Trademarks") of the NFL and such Member Clubs, and third parties own all Trademarks in their respective products or services, whether or not appearing in large print or with the trademark symbol. Unauthorized use of any such Trademarks, including reproduction, imitation, dilution or confusing or misleading uses, is prohibited under the trademark laws of the United States and other countries, as applicable. You are expressly prohibited from using or misusing any Trademarks, except as expressly provided in these Terms, and nothing otherwise stated or implied in the Services confers on you any license or right to do so. In addition, the look and feel of the Services, including all page headers, graphics, button icons and scripts, constitute Trademarks and are subject to the restrictions on the use of Trademarks.

1.3. Permitted Uses. You may use the Services (a) solely for your own individual purposes to enable your access to Designated Areas in connection with a legitimate working function as authorized by the applicable Issuing Entity; or (b) solely as permitted under Section 1.4. Any other use, including for any commercial purposes other than the intended purposes, is strictly prohibited without our express prior written consent. Systematic retrieval of data or other content from the Services, whether to create or compile, directly or indirectly, a collection, compilation, database, or directory, is prohibited absent our express prior written consent.

1.4. Organization Admin Users. An organization (e.g., the league, a Member Club, media organization, broadcast entity, etc.) (an "Organization") may be authorized by an Issuing Entity to designate one or more administrative users for the Organization ("Organization Admin Users") to utilize a Credential Portal to invite an individual, register an individual, bulk invite, bulk register, re-register and manage credentials on behalf of individuals, who are working for, or on behalf of such Organization, who have a legitimate working function at an applicable game or event (each such individual, a "Bearer"). In such event, for purposes of these Terms, "you" refers to each Organization Admin User, each Bearer, and the Organization. Each Organization Admin User enters these Terms on behalf of themselves, each relevant Bearer and the applicable Organization (collectively and individually with each Bearer, "you"), and each represents and warrants that s/he has the authority to enter the Terms on behalf of themselves, the applicable Organization, and each Bearer and that s/he has all consents, authorizations, licenses, and other rights under relevant laws to provide any personal information to be collected and used by each Issuing Entity in connection with the NFL Credential Card Program.

2. Modification of The Terms

We reserve the right to make any changes to the Terms at any time. If we supplement, supersede or otherwise amend these Terms at any time, the amended Terms will take effect immediately. You should therefore periodically visit a Credential Portal to review the then-current Terms. Your use of the Services after our posting of amendments to the Terms will constitute your acceptance

of the Terms, as modified. If, at any time, you do not wish to accept these Terms, you may not use the Services.

3. Availability of Services

You agree that we are not obligated to provide you with any specific Services or elements of Services under these Terms. For the avoidance of doubt, you specifically acknowledge and agree that the NFL Entities may remove or terminate access to the Services at any time and for any reason (or for no reason). Without limitation, there may be minimum technical requirements to access or use the Services, which may change from time to time, and you are responsible for ensuring that your computer, device, and connectivity satisfy these minimum requirements. In addition, we may release or make available beta or pilot elements of the Services in order to test, improve and enhance the NFL Credential Card Program and/or the end-user experience (all such beta or pilot elements, the “Beta Products”). Without limiting the generality of the foregoing, you acknowledge that the NFL reserves the right to modify or terminate the Beta Products, or your use of the Beta Products, to limit or deny access to the Beta Products or participation, at any time, in its sole discretion, for any reason, with or without notice and without liability to you. You further acknowledge that the Beta Products are made available to you for purpose of evaluation and feedback without any compensation or reimbursement from any NFL Entities. You acknowledge that we own any feedback provided, and you hereby grant us a perpetual, non-revocable, royalty-free worldwide license to use or incorporate such feedback into any product or service (including the Beta Products) at any time in our sole discretion.

Without limitation, you specifically acknowledge and agree that we and any Issuing Entity or Issuing Entities retain the right, in our sole discretion, to deny your request for credentialed access to any Designated Areas, and may exclude you from, or revoke your access to, Designated Areas at any time and for any reason, including, without limitation, those set forth in supplemental conditions. Registration for a credential (and prior use of a credential) does not provide you any right or entitlement to a credential or to enter or remain in any Designated Area.

4. Links and Third-Party Content

The Services may contain links to other services (“Linked Services”). The Linked Services are not under our control, and we are not responsible for the contents, quality or availability of the Linked Services, including, links contained on Linked Services, or any changes or updates to Linked Services. The Services provide links only as a convenience, and the inclusion of any links to a Linked Service is not an endorsement by us of any company offering Internet services, products, or services on the Linked Services. The Linked Services may be governed by other terms of service. A user of any Linked Services will be responsible for reviewing any applicable terms and complying with them.

We may incorporate third-party services, software, technology, data, or other content, either independently or in connection with various programs, features, or functions available through the Services (“Third-Party Materials”). Your use of Third-Party Materials may be subject to terms of use other than these Terms and as may be set forth by third-party providers, as applicable. You agree that the NFL Entities assume no liability with respect to your use of such Third-Party Materials (or any component of the Services provided by Accredited Solutions Inc., Wicket, LLC),

or any other third-party service that the Services may incorporate, whether you are aware of their use or not and whether or not the use of such third-Party Materials is recommended by an NFL Entity or required to register for a credential.

5. Compliance with Laws/Regulations

You are required to comply with all applicable laws and regulations in connection with your use of the Services and all aspects therein and thereof, and such further limitations as may be set forth in any written, on-screen notice or other notice from us. By using the Services, you represent and warrant that you will not use the Services for any purpose that is either unlawful or prohibited by these Terms or any applicable credential terms and conditions that apply to your use of a credential to access, and your presence at, the facilities or Designated Areas of an Issuing Entity. We reserve the right to disclose any information about you or your use of the Services in connection with any investigations by us or law enforcement authorities as may be appropriate or necessary to satisfy any applicable law, regulation, legal process, or governmental request.

6. Prohibited Uses Generally

You agree not to use the Services in any way that exposes us, users, or any third party to any liability, damage, harm, or detriment of any kind. Without limitation, you agree not to:

(a) impersonate any person or entity or otherwise use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a user of the Services including any misrepresentation of your affiliation or the origin of materials you transmit;

(b) delete or revise any material or other information of any other user of the Services; or

(c) harvest, collect, or send information about others, including e-mail addresses, without their consent;

(d) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of one or more of the Services;

(e) use any device, software or routine to interfere or attempt to interfere with the proper working of one or more of the Services or any activity being conducted on this Credential Portal or the Credential Portal of any Issuing Entity;

(f) use or attempt to use any engine, software, tool, agent or other device or mechanism (including, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Services to harvest or otherwise collect information from the Services to be used for any commercial purpose;

(g) allow any other person or entity to use your username or password for posting or viewing comments or sending or receiving materials; or

(h) attempt to circumvent, reverse engineer, decipher, decompile, disassemble, decrypt, or otherwise alter or interfere with (or attempt, encourage, or support anyone else's attempt to engage in such activities) any of the software comprising or in any way making up a part of the Services.

You further agree not to violate or attempt to violate the security of the Service, including:

(a) accessing data not intended for you or logging into a server or account that you are not authorized to access;

(b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

(c) attempting to interfere with service to any user, host or network, including, by way of submitting a virus to, or overloading, "flooding", "spamming", "mail bombing" or "crashing", the Services;

(e) forging any TCP/IP packet header or any part of the header information in any e-mail or posting. Violations of system or network security may result in civil or criminal liability.

We may investigate occurrences that may involve violations of the security of the Services or of the law and we may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

7. Privacy Policy

By interacting with the Credential Card Program, you are agreeing and consenting to the collection, use, and disclosure of your personal data, which may include your name, e-mail address, a headshot, and, where applicable, your organization, role, and employee ID number, among other data, and your biometric data, as further described in the Stadium & Event Credentialing Privacy Policy and Consent for Biometric Authentication.

8. Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS." WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SERVICES, INCLUDING ANY PART THEREOF OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SERVICES. WE DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL (i) WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, (ii) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (iii) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE SERVICE, OR ANY PART THEREOF, (iv) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICE, (v) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA, AND (vi) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY US OR ANY THIRD PARTY. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY

OF THE FOREGOING, THERE IS NO WARRANTY THAT THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, THAT THE INFORMATION PROVIDED THROUGH THE SERVICES WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION. ANY INFORMATION ON THE SERVICES IS SUBJECT TO CHANGE WITHOUT NOTICE, AND WE DISCLAIM ALL RESPONSIBILITY FOR THESE CHANGES, INCLUDING, BUT NOT LIMITED TO, CHANGES TO HOURS OF OPERATION.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE NFL, THE NFL ENTITIES, OR ANY OF THOSE ENTITIES' AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING ANY SERVICE OR ANY ASPECT OF A SERVICE, INCLUDING ANY AGENTS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS, INCLUDING WITHOUT LIMITATION ACCREDIT SOLUTIONS INC. AND WICKET, LLC, OR ANY WEB SITE LINKED TO OR FROM A SERVICE, BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOSS OF BUSINESS OR DATA, BUSINESS INTERRUPTION, TRADING LOSSES, AND DAMAGES THAT RESULT FROM INACCURACY OF THE INFORMATION OR INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE SERVICE) ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICE, YOUR ACCESS, USE OR INABILITY TO USE THE SERVICES OR ANY WEB SITE LINKED TO OR FROM THE SERVICE, ANY CONTENT CONTAINED THEREIN, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE EVEN IF WE OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WE RESERVE THE RIGHT TO ALTER THE CONTENT OF THE SERVICES IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF SUCH ALTERATIONS.

THE LIMITATIONS IN THIS SECTION 9 APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION ARISING UNDER THESE TERMS EXCEED ONE HUNDRED DOLLARS (\$100.00).

ANY THIRD PARTIES INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE, INCLUDING WITHOUT LIMITATION ACCREDIT SOLUTIONS INC., WICKET, LLC, AND ANY AGENTS, CHANNEL PARTNERS AND ASSOCIATED SERVICE

PROVIDERS SHALL BE DEEMED THIRD PARTY BENEFICIARIES FOR PURPOSES OF THIS SECTION 9.

10. Indemnification

Upon request, you agree to indemnify and hold harmless the NFL, the NFL Entities, and each of those entities' subsidiaries, affiliates, directors, officers, agents, licensors, co-branders or other partners and employees, from and against all liabilities, claims, investigations, fines, costs and expenses, including reasonable attorneys' fees, made by or due to any third party due to, arising out of, or in connection with: (i) your use of the Services; (ii) your violation of these Terms or your violation of any rights of another; (iii) your failure to comply with any applicable laws or regulations in connection with the Services; (iv) your negligence, willful misconduct, or violations of the intellectual property or other rights of any person in connection with the Services; or (v) any of your dealings or transactions with other persons resulting from use of the Services. You shall not settle any such claim without the prior written consent of the NFL. We reserve the right to defend any such claims and, for clarity, you agree to reimburse us for all liabilities, fines, costs and expenses associated with defending against and resolving any such claims. These obligations will survive any termination of these Terms.

11. Choice of Law, Arbitration, and Class Action Waiver

PLEASE READ THIS SECTION 11 CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. YOU HAVE THE LIMITED RIGHT TO OPT OUT OF THE ARBITRATION AGREEMENT IN THIS SECTION 11, OR ANY SUBSEQUENT CHANGES TO THE ARBITRATION AGREEMENT, AS SET FORTH BELOW.

With respect to any and all disputes arising out of or relating to the Services or these Terms (including the Privacy Policy or the Supplemental Privacy Notice and Credential Card Program Notice and Consent for Biometric Authentication), you and the NFL agree to first negotiate in good faith to achieve a mutually satisfactory resolution, as provided in Section 12 below, before initiating a proceeding in any forum except as specifically set forth below.

11.1 Choice of Law and Venue. These Terms shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law rules. By using the Services, you waive any claims that may arise under the laws of other states, countries, territories, or jurisdictions.

Unless you and the NFL agree otherwise, to the fullest extent permitted by law, the state and federal courts located in New York County, New York shall have exclusive jurisdiction over any action or proceeding between you and the NFL that is not subject to arbitration and over any action seeking interim or preliminary relief. Each of you and the NFL voluntarily and irrevocably consents and (without waiving service of process) submits to personal jurisdiction and venue of the courts located in New York County, New York that have subject matter jurisdiction, waives all objections to venue and any claim

that it is not personally subject to such jurisdiction or to seek a change of venue, and agrees not to bring any such action or proceeding in any other forum.

11.2 Class Action Waiver. ANY PROCEEDINGS TO RESOLVE, ARBITRATE, OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR THE NFL WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

11.3 Arbitration Agreement. Except as otherwise provided herein, all disputes arising out of or relating to the Services or these Terms (including without limitation the Privacy Policy or the Supplemental Privacy Notice and Credential Card Program Notice and Consent for Biometric Authentication) that cannot be settled through informal negotiation will be settled exclusively through confidential binding arbitration administered by National Arbitration and Mediation (“NAM”). Except as modified by these Terms, NAM shall administer the arbitration in accordance with the Comprehensive Dispute Resolution Rules and Procedures and/or the Mass Filing Supplementary Dispute Resolution Rules and Procedures, as applicable (the “NAM Rules”). The NAM Rules and fee information are available at www.namadr.com. If NAM is unable or unwilling to administer the arbitration consistent with these Terms, the parties shall agree on an alternate administrator that will do so. If the parties cannot agree, they shall petition a court of competent jurisdiction in New York County, New York to appoint an alternate administrator that will do so.

The demand for arbitration must be personally signed by the party initiating arbitration (and their counsel, if represented). By signing the demand for arbitration, a party (and their counsel, if represented) certifies that they have complied with (i) the Mandatory Pre-Dispute Resolution Process in Section 12 and (ii) all of the requirements of Federal Rule of Civil Procedure 11(b), including that the claims and relief sought are neither frivolous nor brought for an improper purpose. The arbitrator is authorized to award any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or applicable federal or state law against all appropriate persons (including counsel) as a court would.

The arbitrator may award relief, including, but not limited to, monetary, declaratory, injunctive, or other equitable relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. The arbitrator may consider but will not be bound by rulings in other arbitrations where you and the NFL were not both parties. The arbitrator’s award shall be binding and may be entered as a judgment in a court of competent jurisdiction. You agree that you or the NFL may seek any interim or preliminary relief from a court of competent jurisdiction in New York County, New York, as necessary to protect their rights or property (including intellectual property rights) pending the completion of arbitration. In addition, a court of competent jurisdiction in New York County, New York shall have exclusive authority to resolve any dispute relating to the interpretation, validity, scope, applicability, or enforceability of this binding arbitration agreement.

Opt-Out. If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 11 within 30 days after the date that you first agree to these Terms by sending a letter to Attn: Legal Department – Arbitration Opt-Out, National Football League, 345 Park Avenue, New York, NY 10154 that specifies: your full legal name, your email address (if applicable, the email address associated with any registration for the Services), and a statement that you wish to opt out of arbitration (“Opt-Out Notice”). Once the NFL receives your Opt-Out Notice, this Section 11 will be void. The remaining provisions of these Terms will not be affected by your Opt-Out Notice. Notwithstanding anything to the contrary, these Terms do not prevent you or the NFL from participating in a mass settlement of claims, including from participating in a class-action settlement.

If the NFL makes any future change to the arbitration provisions in this Section 11 (other than a change to the notice address), you may reject any such change by sending a letter within 30 days after the date of such change to Attn: Legal Department – Arbitration Change Opt-Out, National Football League, 345 Park Avenue, New York, NY 10154 that specifies: your full legal name, your e-mail address (if applicable, the email address associated with any registration for the Services), and a statement that you wish to opt out of such change to the arbitration provisions (“Change Opt-Out Notice”). Once the NFL receives your Change Opt-Out Notice, any such change to the arbitration provisions in this Section 11 will be void as to you, but you will still be bound by the prior arbitration agreement that you accepted. For clarity, please note that this is not an opt out of arbitration altogether.

The terms of the arbitration provisions contained in Sections 11 and 12 herein will also apply to any claims asserted by you against any present or future parent, subsidiary or affiliated company of the NFL to the extent that any such claims arise out of your access to or use of the Services or the provision of content or technology on or through the Services.

11.4 Additional Procedures for Mass Filings.

(a) If your claim is one of twenty-five (25) or more similar claims intended to be asserted against the NFL by the same or coordinated counsel or are otherwise coordinated, consistent with the definition of Mass Filing set forth in the NAM Rules, you and we understand and agree that these additional procedures for mass filings will apply and the resolution of your dispute might be delayed. The parties agree that throughout this process, their counsel will meet and confer to discuss modifications to these procedures based on the particular needs of the mass filing.

The parties are encouraged to meet and confer throughout this staged process and to discuss potential ways to modify procedures, increase efficiencies, and resolve claims.

Stage One. Counsel for the claimants and counsel for the NFL will each select twenty-five (25) claims per side to be filed and to proceed in individual arbitrations as part of the first staged process (“Stage One”). Absent agreement of the parties, no more than five (5) Stage One cases will be assigned to a single arbitrator. If there are fewer than fifty (50) claims,

all will be filed in individual arbitrations. Any remaining claims will not be filed or deemed filed in arbitration, nor will any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this initial set of staged proceedings is completed, the parties will engage in a global mediation session of all remaining claims with a retired federal or state court judge to be jointly selected by counsel for the parties, and the NFL will pay the mediation fee.

Stage Two. If the remaining claims are not resolved at this time, counsel for the claimants and counsel for the NFL will again each select twenty-five (25) claims per side to be filed and to proceed in individual arbitrations as part of a second staged process (“Stage Two”), subject to any procedural changes the parties agree to in writing following mediation or through continuing, good faith discussions. Absent agreement of the parties, no more than five (5) Stage Two cases will be assigned to a single arbitrator. If there are fewer than fifty (50) claims, all will be filed in individual arbitrations. Any remaining claims will not be filed or deemed filed in arbitration, nor will any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this second set of staged proceedings is completed, the parties will engage in a global mediation session of all remaining claims with a retired federal or state court judge to be jointly selected by counsel for the parties, and the NFL will pay the mediation fee.

(b) Upon the conclusion of the second global mediation session (should the parties be unable to resolve the remaining claims), either

- Option One. You or the NFL may opt out of arbitration and elect to have your claim heard in a court of competent jurisdiction in New York County, New York consistent with the terms of this Agreement. For purposes of this Option One, you may opt out of arbitration by providing your individual, personally signed notice of your intention to opt out to the NFL via email at NFLLegalNotice@nfl.com within thirty (30) days after the conclusion of the second global mediation session. For purposes of this Option One, the NFL may opt your claim out of arbitration by sending an individual, personally signed notice of its intention to opt out to your counsel via email at the earliest possible time and no more than thirty (30) days following the expiration of your thirty (30) day opt-out period. Counsel for the parties may agree to adjust these deadlines. OR
- Option Two. If neither you nor the NFL elect to have your claim heard consistent with Option One above, then you agree that your claim will be resolved through continuing staged proceedings as set forth in this Option Two. If after the expiration of the NFL’s opt-out period, the number of remaining claims exceeds two hundred (200), then two hundred (200) claims will be randomly selected (or selected through a process agreed to by counsel for the parties) to be filed and to proceed in arbitrations as part of a staged process. Absent agreement of the parties, no more than ten (10) cases in any set of two hundred (200) cases will be assigned to a single arbitrator. If the number of

remaining claims is fewer than two hundred (200), then all of those claims will be filed and proceed in individual arbitrations. Any remaining claims will not be filed or deemed filed in arbitration, nor will any arbitration fees be assessed in connection with those claims unless and until such remaining claims are selected to be filed in individual arbitration proceedings as part of a staged process. After each set of two hundred (200) claims are adjudicated, settled, withdrawn, or otherwise resolved, this staged process will repeat consistent the parameters in this Option Two. Counsel for the parties are encouraged to meet and confer, participate in mediation, and engage with each other and NAM to explore ways to streamline the adjudication of claims, increase the number of claims to proceed at any given time, promote efficiencies, conserve resources, and resolve the remaining claims.

(c) Any relevant limitations period (including statutes of limitations) and filing fee or other deadlines will be tolled subject to these Additional Procedures for Mass Filings from the time the first cases are selected for a staged process until your claim is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration.

(d) You and the NFL agree that we each value the integrity and efficiency of arbitration and wish to employ the process for the fair resolution of genuine and sincere disputes between us. You and the NFL acknowledge and agree to act in good faith to ensure the processes set forth herein are followed. The parties further agree that application of these Additional Procedures for Mass Filings has been reasonably designed to result in an efficient and fair adjudication of claims.

(e) A court of competent jurisdiction in New York County, New York will have the authority to enforce these Additional Procedures for Mass Filings and, if necessary, to enjoin the mass filing, prosecution, or administration of arbitrations and the assessment of arbitration fees. If these Additional Procedures for Mass Filings apply to your claim, and a court of competent jurisdiction in New York County, New York determines they are not enforceable as to your claim, the mandatory arbitration provisions of this Agreement, including the Additional Procedures for Mass Filings, are non-severable from one another and therefore your claim then must proceed in a court of competent jurisdiction in New York County, New York consistent with the terms of this Agreement.

12. Mandatory Pre-dispute Resolution Process.

12.1 To the maximum extent permitted by law, you and the NFL permanently and irrevocably waive the right to bring any claim in any forum unless the party bringing the claim provides the other party with written notice of the dispute within one (1) year of its occurrence by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail. The NFL's address for Notice is: Attn: Legal Department, National Football League, 345 Park Avenue, New York, NY 10154. The written notice (a "Notice of Dispute") must (a)

describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought.

12.2 Before initiating a proceeding in arbitration [or small claims court], you or the NFL must provide a Notice of Dispute that is personally signed by you (if you are initiating the Notice of Dispute) or by an NFL representative (if we are initiating the Notice of Dispute). The NFL must send any such Notice of Dispute to you at the contact information the NFL has on file for you via email. The NFL and you will attempt to resolve the dispute through informal negotiation within 60 days from the date that the Notice of Dispute is received (or a longer period, if agreed to by the parties).

12.3 The NFL and you will use reasonable, good faith efforts to resolve the dispute through consultation, cooperation, and good faith negotiations. If the party receiving the Notice of Dispute requests a telephonic settlement conference as part of this informal process, you and the NFL agree to participate in an effort to resolve the dispute. Should the NFL make the request, you agree to attend this conference (with your counsel, if you are represented). Should you make the request, the NFL agrees to have a representative attend this conference (with counsel, if the NFL is represented). Neither you nor the NFL may initiate an arbitration proceeding before the conclusion of the sixty (60) day period from the time the Notice of Dispute is received, or otherwise absent full compliance with the process described in this Section 12.3 (collectively, the “Mandatory Pre-dispute Resolution Process”). You agree that you or the NFL may seek any interim or preliminary relief from a court of competent jurisdiction in New York County, New York, as necessary to protect their rights or property (including intellectual property rights) pending completion of the Mandatory Pre-Dispute Resolution Process.

12.4 If the sufficiency of a Notice of Dispute or compliance with this Mandatory Pre-dispute Resolution Process is at issue, it may be decided by a court of competent jurisdiction in New York County, New York at either party’s election, and any formal dispute resolution proceeding will be stayed. Such court has the authority to enforce this condition precedent to an arbitration proceeding, which includes the power to enjoin the filing or prosecution of a demand for arbitration. Notwithstanding the foregoing, either party retains the right to raise non-compliance with this condition precedent and seek related damages in arbitration. Any applicable limitations period (including statutes of limitations) and any filing fee deadlines will be tolled while you and the NFL engage in the Mandatory Pre-dispute Resolution Process.

13. United States Jurisdiction

The Services are operated out of the United States of America. We do not represent that content or materials presented on the Services are appropriate (or, in some cases, will be available) for use in other locations. If you access the Services from a jurisdiction other than the United States, you agree that you do so on your own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable to your use of the Services.

14. Severability and Integration

These Terms constitute the entire agreement between you and us and governs your use of the Services, superseding any prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and us. If any portion of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect. The Terms may be modified only by our posting on the Services changes, or by a subsequent writing signed by us.

15. No Waiver

Our failure to enforce any provisions of these Terms or to respond to a breach by you or other parties shall not in any way waive our right to enforce subsequently any terms or conditions of these Terms or to act with respect to similar breaches.

16. Miscellaneous

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your use of the Services. Nothing contained in these Terms is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

17. Interpretation

For purposes of these Terms, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive (e.g., for a list of two alternatives, "or" means either of those alternatives or both alternatives); (c) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (d) words denoting any gender include all genders. Unless the context otherwise requires, references in these Terms: (x) to sections and schedules mean the sections of, the schedules referenced and these Terms; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation and any regulations created.

18. Termination

We reserve the right, in our sole discretion, to terminate these Terms, any licenses herein or your access to all or part of the Services, with or without notice and with or without cause, at any time. Termination of your access to the Services means the revocation of the limited and temporary license and permission to use the software and other resources of the Services we may be granting to you under these Terms. The provisions of these Terms will survive the termination of your access to the Services and of these Terms.

19. Third-Party Beneficiaries

Except as expressly stated in these Terms, these Terms does not and is not intended to confer any rights or remedies upon any person or entity other than you. You acknowledge and agree that our Member Clubs and the NFL Entities are each third-party beneficiaries of these Terms, including with respect to your obligations hereunder and any disclosure made hereunder to (or acknowledgements made by) you. Upon your acceptance of these Terms, our Member Clubs and the NFL Entities will each have the right (and you will be deemed to have accepted their right) to enforce these Terms against you as third-party beneficiaries hereof.