

## TERMS AND CONDITIONS

These Terms and Conditions (which include the Health and Safety Rider below) (this "Agreement") govern your (you may also be referred to herein as "Licensee") license and use of that certain luxury suite as set forth on Licensee's Ticketmaster.com account (your "Account") in Barclays Center (the "Arena") for that certain New York Liberty home game described on your Account (the "Event").

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY AS THEY GOVERN LICENSEE'S RIGHTS UNDER THIS AGREEMENT AND CONTAIN A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION BY WHICH LICENSEE GIVES UP THE RIGHT TO FILE A LAWSUIT IN COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION WITH RESPECT TO ANY DISPUTES RELATING TO THIS AGREEMENT OR THE EVENT.**

In consideration of the mutual promises, covenants, and undertakings contained herein and for good and other valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged by the parties hereto, Brooklyn Events Center, LLC ("Licensor") and Licensee hereby agree as follows:

1. License. Subject to full and timely payment of the license fees set forth on your Account ("License Fee") and Licensee's compliance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee a license (the "License") during a period designated by Licensor prior to and following the Event to (i) enter the Arena through the designated entrances, (ii) use the luxury suite described on your Account for the Event (the "Suite"; if no such Suite is described on your Account, the Suite shall be designated by Licensor in its sole discretion) to view such Event, and (iii) distribute those Event tickets for such Suite provided by Licensor to Licensee's guests. Licensee acknowledges that a portion of the Suite tickets (up to eight (8) tickets) are standing-room-only.
2. Event. The License shall be in effect for a period (on the Event day) designated by Licensor prior to and following the Event as necessary for attendance of the Event.
3. License Fee. In consideration of the License granted by Licensor, Licensee shall pay to Licensor the License Fee as set forth on your Account. If applicable, Licensee shall pay to Licensor, in addition to the License Fee, an amount equal to the taxes assessed upon Licensor with respect to the License Fee. Licensee acknowledges and agrees that the payments owed by Licensee under this Agreement may be charged to the credit card listed on your Account (the "Authorized Credit Card"), and Licensee further acknowledges and agrees not to challenge any charges made by Licensor to the Authorized Credit Card pursuant to this Agreement.
4. Admission to the Suite. Licensee's exercise of the License shall be conditioned upon the presentation by each Licensee invitee of a valid ticket to the Suite for the Event, which tickets shall be provided by Licensor to Licensee prior to the Event in digital form.
5. Access by Licensor. Licensor and its officers, agents, employees, contractors, and designees shall have access to the Suite during the term of the License to such extent as they, in their sole discretion, deem necessary or advisable.
6. Covenants of Licensee. Without limitation to any other covenants and other obligations set forth in this Agreement, Licensee hereby covenants as follows:
  - (i) not to create a nuisance, or objectionable noise, odor, or vibration, nor suffer or commit waste, strip, damage, casualty or vandalism in the Suite, such that the Suite and its furnishings shall remain in good order and repair;
  - (ii) to comply with any and all applicable governmental laws, orders, rules, and regulations and those adopted by Licensor relating to the use of the Suite;
  - (iii) not to suffer, or engage in, improper conduct while using the Suite, and to refrain from interfering with Licensor's business or the enjoyment of the Event by other patrons; and
  - (iv) to be responsible for (y) the compliance of its invitees, including all Suite ticketholders for the Event, with the foregoing and (z) the conduct and safety of its invitees, including all Suite ticketholders for the Event, in the Suite, and their entry to and exit from the Suite and Arena.

### 7. Indemnity; Exculpation; Insurance.

- (i) Licensee shall indemnify, defend, and hold harmless Licensor, New York Liberty, LLC, Brooklyn Nets, LLC, the National Basketball Association ("NBA"), the Women's National Basketball Association ("WNBA"), AEG Management Brooklyn, LLC, Brooklyn Arena Local Development Corporation, New York State Urban Development Corporation, Barclays Services Corporation, Ticketmaster L.L.C., and their respective owners, affiliated companies, entities, and agencies, and their respective officers, directors, shareholders, members, managers, owners, affiliates, subsidiaries, servants, employees, agents, representatives, landlords, tenants, licensees, and contractors (collectively, the "Licensor Group") from and against any and all claims, liabilities, losses, damages, penalties, recoveries, suits, judgments, executions, costs, and expenses (including reasonable attorneys' fees and court costs) of any kind whatsoever which may be suffered by, accrued against, be charged to, or recoverable from any of Licensor Group, occasioned within the Suite or Arena or ways or walks adjacent thereto, or outside the Arena, arising from or relating to any act or omission, neglect or wrongdoing, or by reason of non-compliance with the terms of this Agreement or with applicable laws, rules, or regulations, by Licensee or invitees of Licensee (including all Suite ticketholders) for the Event.
- (ii) Licensee shall look only to Licensor or its property for the satisfaction of Licensee's remedies or for the collection of a judgment (or other judicial process) requiring the payment of money by Licensor in the event of any default by Licensor hereunder, and no property or assets of Licensor's partners, members, officers, directors, or principals, disclosed or undisclosed, or the partners, members, officers, directors, shareholders, or principals, disclosed or undisclosed, of any entity which is a partner, shareholder, or member of Licensor, shall be subject to levy, execution, or other enforcement procedure for the satisfaction of Licensee's remedies under or with respect to this Agreement, the relationship of Licensee and Licensor hereunder, or the exercise by Licensee of its rights hereunder.
- (iii) Licensee shall maintain for its use of the Suite for the Event, at its sole cost and expense, commercial general liability insurance, on an occurrence basis, insuring against claims for bodily injury, death, property damage, and personal injury occurring upon, in, or about the Suite and the Arena, inclusive of common areas and passageways. Such insurance is to be effective at all times on the Event day(s), with limits of not less than \$1,000,000 per occurrence and general aggregate. Such insurance shall include coverage for products and completed operations, premises liability, liquor liability, fire legal liability, and medical payments. The Licensor Group, and such other persons designated in a written notice given by Licensor to Licensee, shall be named as additional insureds on Licensee's commercial general liability policy. The above-listed policy shall also contain a waiver of all rights of subrogation against

the Licensor Group and apply as primary insurance without any right of contribution by any insurance available to the Licensor Group.

8. No Transfers or Assignments. Licensee shall neither voluntarily nor involuntarily sell, assign, hypothecate or in any manner apportion, distribute, share, transfer, or assign any of its rights or interests arising under this Agreement except with the prior written approval of Licensor, which approval may be granted, granted subject to conditions, or withheld by Licensor in its sole discretion. SUITE TICKETS MAY NOT BE RESOLD. Without limitation to Licensor's remedies set forth below, Licensor shall have the right to revoke and/or cancel any Suite tickets that have been resold or transferred by Licensee without the prior written approval of Licensor, without refund or credit to Licensee.

9. Force Majeure. *Subject only to the immediately following paragraph in this section (as applicable),* Licensor shall *not* be responsible to Licensee through a refund of the License Fee or otherwise for the cancellation or non-performance of the Event, the inability of Licensee to use the Suite, the inability of Licensee to use the full amount of seats or tickets in the Suite as is set forth on your Account, or Licensor's failure or delay in providing services by reason of acts of God, war, civil commotion, fire, flood or other casualty, strikes or other labor difficulty, shortages of labor, materials, or equipment, government order or regulation, epidemic, pandemic, public health emergency, or other causes not reasonably within Licensor's control, or of any act, failure to act, or neglect of Licensee. For the avoidance of doubt, Licensee shall receive the maximum number of tickets permitted by applicable law and WNBA rules for Licensee's Suite for the Event, up to a maximum of the number of tickets set forth on your Account.

Notwithstanding the foregoing in this section, solely if the Event is cancelled (i.e., rather than postponed and later rescheduled), then Licensee shall receive an account credit in an amount equal to the License Fee applicable to the cancelled Event, which Licensee may apply to the fee to license a suite (at Licensor's standard rates) at the Arena for a mutually agreed upon New York Liberty regular season home game at the Arena within twelve (12) months of the cancelled Event, subject to availability (for the avoidance of doubt, Licensee shall be required to pay the difference (if any) between the fee for any such suite and such account credit, as and when required by Licensor). If the Event is postponed, Licensee shall receive use of the Suite for the Event on the rescheduled date.

10. Conduct. Licensee covenants and agrees that it shall not, nor permit its officers, agents, employees, invitees, visitors, or guests to, carry or bring into the Arena food or beverage of any kind. No food or beverage (alcoholic or non-alcoholic) may or shall be provided or consumed in the Suite unless such food or beverage shall have been obtained from or provided by Licensor or a concessionaire or caterer designated by Licensor, and Licensee shall promptly pay all bills for food, beverage, and services (including gratuities) furnished, sold, or rendered in the Suite and/or to Licensee in connection with its use of the Suite. Licensee and its officers, agents, employees, invitees, visitors, and guests shall at all times maintain proper decorum and abide by any code of conduct promulgated by Licensor or the WNBA (as determined by Licensor) while using the Suite or in the Arena. Licensee shall not attach or display any signs, advertisements, or notices in or around the Suite without the prior written consent of Licensor, which may be granted or withheld in Licensor's sole discretion. Use of movie cameras, camcorders, and other video or audio recording equipment by Licensee or its officers, agents, employees, invitees, visitors, or guests is strictly prohibited, and Licensor and its employees and agents reserve the right to confiscate any video or audio recording. Without limitation to the Health and Safety Rider below, Licensee agrees that it and its officers, agents, employees, invitees, visitors, and guests will, while in the Suite or within the Arena or on its grounds, honor and obey all federal, state, local, and other applicable laws, rules, and regulations, including, *but not limited to*, (x) all Arena regulations and the conditions set forth on the back of any Suite ticket, and (y) and Arena rules set forth in the following links:

<https://www.barclayscenter.com/center-info/prohibited-items> and <https://www.barclayscenter.com/center-info/code-of-conduct>. In the event of (i) any violation of WNBA rules or Arena rules (or government laws, rules, regulations, or orders), (ii) abusive or obnoxious behavior, or (iii) behavior that endangers other Arena patrons, employees, or other personnel, in each case, by Licensee or anyone who is using Suite tickets, Licensor shall have the right to revoke or cancel the License and all rights attendant thereto and eject violators from the Arena. Licensee agrees to be responsible for the conduct of all guests using Suite tickets provided for under this Agreement.

11. Third Party Charges. Licensee shall be solely responsible for the payment of charges for food and beverage furnished to Licensee or the Suite by the Arena caterer or concessionaire, and promptly shall pay to the caterer or concessionaire all bills for food and beverages, together with the applicable taxes billed, and any applicable charges for late payments.

12. Default by Licensee. The occurrence of any of the following shall constitute a default under this Agreement by Licensee:

- (i) the failure by Licensee to pay when due the License Fee;
- (ii) the failure by Licensee to pay when due any amounts, fees, interest, or charges payable herein, other than the License Fee, for or arising from the use of the Suite, Suite tickets, or services, privileges, or amenities associated therewith, whether payable to Licensor or other parties;
- (iii) the failure of Licensee to observe Arena rules or any conduct by Licensee which causes damage or injury to Licensor, the Suite, the Arena, or a third party;
- (iv) the making by Licensee of an assignment for the benefit of creditors; an adjudication that Licensee is bankrupt, insolvent, or unable to pay its debts as they mature; the filing by or against Licensee of a petition to have Licensee adjudged bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy; the appointment of a trustee or receiver to take possession of substantially all of Licensee's assets or Licensee's interests in this Agreement; or an attachment, execution, or levy against substantially all of Licensee's interest in this Agreement; or
- (v) the failure by Licensee to observe and perform any other term, provision, condition, or covenant of this Agreement to be observed or performed by Licensee.

13. Remedies. In the event of any default under this Agreement by Licensee, Licensor, at its option, may do separately or collectively any one or more of the following:

- (i) terminate this Agreement by giving notice of termination to Licensee, whereupon this Agreement shall terminate and all rights, licenses, and privileges of Licensee under this Agreement shall be deemed revoked. Upon such termination, (i) Licensee shall not be entitled to a refund of any License Fee or other amounts paid herein; and (ii) Licensor shall have the right, but not the obligation, to relicense the Suite to another person or entity. In no event shall Licensor be obligated to relicense the Suite to a third party;
- (ii) deny Licensee admission to the Arena and the use of the Suite and Suite tickets, notwithstanding prior distribution of Suite tickets to Licensee, withhold distribution of Suite tickets (or any then undistributed portion thereof), and/or deactivate the barcode of any Suite tickets; *and*
- (iii) pursue any right or remedy available to Licensor at law, in equity, or herein.

The foregoing remedies of Licensor shall be cumulative, and Licensor's exercise of any remedy or remedies set forth herein shall not preclude

its exercise of any other right or remedy set forth herein or any other right or remedy lawfully available to Licensor. No waiver by Licensor of any default by Licensee herein shall be construed to be a waiver or release of any other or subsequent default by Licensee herein, and no failure or delay by Licensor in the exercise of any remedy provided for herein shall operate as or be construed to constitute a forfeiture or waiver thereof or of any other right or remedy lawfully available to Licensor.

14. Entire Agreement; Interpretation; Severability. This Agreement (including the relevant commercial terms relating hereto set forth on your Account, these Terms and Conditions, and the Health and Safety Rider) is an integrated contract which contains all agreements of the parties hereto with respect to the subject matter hereof. No other prior or contemporaneous agreement or understanding pertaining to the subject matter hereof shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification. There are no oral or written statements, representation, agreements, or understandings that modify, amend, or vary any of the terms of this Agreement. In the event that any one or more of the phrases, sentences, clauses, or sections contained in this Agreement shall be declared invalid by the final and unappealable order of a court of competent jurisdiction, this Agreement shall be construed as if it did not contain such phrase, clause, or section.
15. Authority. Any individual checking the applicable “box” or clicking the applicable “accept” or “agree” button relating to this Agreement on your Account on behalf of, or as representative for, a person, partnership, corporation, or other entity represents that he/she is duly authorized to execute and deliver this Agreement on behalf of such person or entity and that this Agreement is binding upon such person or entity in accordance with its terms.
16. Joint and Several Obligations. If Licensee is or becomes comprised of two (2) or more persons or entities, all obligations of Licensee herein shall be the joint and several obligations of the persons and entities constituting Licensee.
17. Governing Law; Arbitration; Waiver of Class Action. This Agreement shall be governed by the laws of the State of New York. Should any current or future dispute, claim, or cause of action related to this Agreement that may arise between Licensee, on the one hand, and Licensor, New York Liberty, LLC, the WNBA, and/or any other member of Licensor Group, on the other hand, Licensee shall send a written notice describing the issue (a “Dispute Notice”) to Brooklyn Events Center, LLC, 168 39th Street, 7th Floor, Brooklyn, New York 11232, Attention: Legal Department. Licensee, on the one hand, and Licensor, New York Liberty, LLC, the WNBA, and/or any other member of Licensor Group, as applicable, on the other hand, agree to make a good-faith effort to resolve the dispute for at least 60 days (the “Negotiation Period”) following receipt of the Dispute Notice. **If the applicable parties cannot resolve the dispute within the Negotiation Period, the dispute shall be resolved by mandatory, confidential, final, and binding arbitration held before a neutral, single arbitrator in New York, New York conducted by the Judicial Arbitration Mediation Services, Inc. (“JAMS”) in accordance with the JAMS Comprehensive Arbitration Rules and Procedures effective July 1, 2014, subject to the U.S. Federal Arbitration Act and federal arbitration law (which is applicable because Licensor is engaged in transactions involving interstate commerce with respect to the Event(s)).** The costs of such arbitration shall be split evenly among the applicable parties. Any and all issues relating or pertaining to arbitration or this arbitration clause, including but not limited to the threshold question of arbitrability or the enforceability or validity of this arbitration clause shall be delegated to the arbitrator selected pursuant to this provision. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. **LICENSEE, LICENSOR, THE WNBA, AND LICENSOR GROUP AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF ANY HOLDER (AS DEFINED IN THE HEALTH AND SAFETY**

**RIDER) DOES NOT CONSENT TO THIS CLAUSE, THE HOLDER MUST IMMEDIATELY LEAVE OR NOT ENTER THE ARENA.**

18. Waiver of Liability for Personal Injury. LICENSEE EXPRESSLY ACKNOWLEDGES AN INHERENT RISK OF EXPOSURE TO THE NOVEL CORONAVIRUS SARS-CoV-2 AND ANY RESULTING DISEASE (TOGETHER WITH ANY MUTATION, ADAPTION, OR VARIATION THEREOF, “COVID-19”) EXISTS IN ANY PLACE WHERE PEOPLE GATHER AND THAT NO PRECAUTIONS (INCLUDING THE SAFETY REQUIREMENTS DESCRIBED HEREIN) CAN ELIMINATE THE RISK OF EXPOSURE TO COVID-19. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. WHILE PEOPLE OF ALL AGES AND HEALTH CONDITIONS HAVE BEEN ADVERSELY AFFECTED BY COVID-19, CERTAIN PEOPLE HAVE BEEN IDENTIFIED BY PUBLIC HEALTH AUTHORITIES AS HAVING GREATER RISK BASED ON AGE AND UNDERLYING MEDICAL CONDITIONS. LICENSEE VOLUNTARILY ASSUMES ALL RISK AND DANGER OF PERSONAL INJURY (INCLUDING DEATH), SICKNESS (INCLUDING ILLNESS AND OTHER RISKS OF EXPOSURE TO COVID-19), OR ANY OTHER COMMUNICABLE DISEASE OR ILLNESS, OR A BACTERIA, VIRUS OR OTHER PATHOGEN CAPABLE OF CAUSING A COMMUNICABLE DISEASE OR ILLNESS), LOST, STOLEN, DAMAGED OR CONFISCATED PROPERTY, AND ALL OTHER HAZARDS ARISING FROM, OR RELATED IN ANY WAY TO, THE EVENT, WHETHER OCCURRING PRIOR TO, DURING, OR AFTER SUCH EVENT, HOWEVER CAUSED AND WHETHER BY NEGLIGENCE OR OTHERWISE.
19. Release. Licensee, on behalf of itself and its Related Persons (defined below), further hereby releases (and covenants not to sue) each of the Released Parties (defined below) with respect to any and all claims that Licensee or any of Licensee’s Related Persons may have (or hereafter accrue) against any of the Released Parties and that relate in any way to: (i) exposure to COVID-19; (ii) entry into, or presence within or around, the Arena or the Event (including all risks related thereto) or compliance with any protocols or safety requirements applicable to the Event; or (iii) any interaction between Licensee and Licensee’s Related Persons, on the one hand, and any personnel of any of the Released Parties present at the Event, on the other hand, in each case whether caused by any action, inaction, or negligence of any Released Party or otherwise.

As used herein:

- “Related Persons” means Licensee’s officers, directors, agents, employees, invitees, visitors, or guests, and any of their respective heirs, assigns, executors, administrators, and next of kin, anyone attending the Event with Licensee (which persons Licensee represents have authorized Licensee to act on their behalf for purposes of these terms), and other persons acting or purporting to act on Licensee’s or their behalf.
  - “Released Parties” means: (i) the WNBA and its member teams, Licensor Group, and each of their respective direct and indirect owners, affiliates, players and coaches, administrators, designees, licensees, and other personnel; (ii) the direct and indirect owners, lessees and sublessees of the Arena; (iii) all third parties performing services at the Arena; (iv) any parents, subsidiaries, affiliated and related companies of each of the entities described in clauses (i)-(iii); and (v) the officers, directors, owners, members, managers, partners, employers, employees, agents, contractors and sub-contractors (and employees of such contractors and sub-contractors), insurers, representatives, other personnel, successors and/or assigns of each of the foregoing entities and persons described in clauses (i) – (iv), whether past, present, or future and whether in their institutional or personal capacities.
20. Limitation of Liability. To the full extent permitted by law, Licensor (or the Released Parties, as the case may be) liability for damages of any kind arising out of the purchase or possession of the License, including breach of contract, is limited to a refund of the License Fee of the unused Suite tickets. This remedy is exclusive. In no event shall Licensor (or the

Released Parties, as the case may be) be liable for any incidental or consequential damages.

21. League Rules. This Agreement, and all of Licensee's rights herein, is subject to all of the rules, regulations, and agreements of the WNBA and its affiliated entities, each as they presently exist or as they respectively may, from time to time, be entered into, created, or amended, including,

without limitation, any WNBA new media or Internet related rules, regulations, or agreements.

22. Relocation. Notwithstanding anything to the contrary contained in this Agreement, Licensor may relocate Licensee's Suite for the Event to another Arena suite.

## HEALTH AND SAFETY RIDER

1. PLEASE READ THE FOLLOWING HEALTH AND SAFETY RIDER TERMS CAREFULLY AS, FURTHER TO THE ABOVE, THEY GOVERN LICENSEE'S RIGHTS WITH RESPECT TO USE OF THE SUITE AND SUITE TICKETS FOR THE EVENT(S).

2. **Safety Requirements.** Each Suite ticket and each Suite ticketholder's (each such Suite ticketholder, a "Holder") admission to the Arena are subject to all safety and health requirements and policies relating to the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, collectively, "COVID-19") put in place by Licensor, New York Liberty, LLC ("NYL"), and/or the WNBA, including those policies and requirements described in this Agreement. Specific COVID-19 vaccination and/or testing requirements for the Event will be communicated to Holder (via the Licensor or NYL) prior to the Event. Such policies and requirements as they may be updated from time to time (in the sole determination of Licensor, NYL, and/or the WNBA) and as they may be communicated to Holder prior to or during the Event (whether orally or in writing) by, for example, instruction provided by Licensor, NYL, and/or Arena personnel or signage in or around the Arena, are collectively referred to below as the "Safety Requirements". Holder acknowledges and agrees to comply with the Safety Requirements (including all requirements that must be satisfied prior to or during the Event), and acknowledges and agrees that attendance at the Event is conditioned on such compliance. In the event Holder does not meet the Safety Requirements, Licensor reserves the right to deny entry to the Holder and to all other Suite ticketholders for the Event.

3. **Additional Safety Requirements.** Licensee agrees, on the behalf of each Holder and each Holder's Related Persons (as defined in the front-end of this Agreement), that each Holder and each such other individual will not attend the Event if any one or more of the following is true on the day of the Event:

- Within the prior 10 days, any such individual has returned a positive or inconclusive test result for COVID-19;
- Within the prior 5 days, any such individual was exposed to someone who has tested positive for COVID-19 while such individual was not (i) up-to-date on vaccination against COVID-19, as defined by the Centers for Disease Control and Prevention ("CDC"), or (ii) recently recovered from a confirmed prior infection of COVID-19 within the past 90 days; or
- Any such individual is experiencing symptoms associated with COVID-19 (e.g., sore throat, cough, nasal congestion) and has not returned a negative test result from an FDA-authorized test collected after symptom onset and within 1 day prior to the Event.

Notwithstanding the foregoing, the individual may attend the Event if such individual has received clearance by a healthcare provider or public health authority, or pursuant to applicable public health guidelines, not to quarantine or isolate.

4. **Ticket Transferability.** Licensee agrees that it shall apprise all invitees (Holders) to the Suite for the Event to which Suite tickets are transferred of all Safety Requirements (including COVID-19 testing requirements thereof). In the event a Holder of any Suite ticket fails to satisfy (and/or fails to agree in advance to) any Safety Requirements (including pre-Event requirements established by Licensor, NYL, or the WNBA), such Suite ticket may be voided by Licensor (without refund).

5. **Compliance.** IF A HOLDER CHOOSES TO LEAVE THE ARENA FOR ANY REASON ONCE ADMITTED, SUCH HOLDER WILL NOT BE RE-ADMITTED. Breach of any of these terms, failure to comply with Safety Requirements (including, without limitation, face mask requirements), WNBA rules, and/or Arena rules (or NYL rules, as the case may be): shall automatically terminate any rights that Licensee may have herein; shall render illegal and unauthorized Licensee's and all Holders' use of Suite tickets for any purpose; and shall authorize Licensor, NYL, and/or the WNBA to withdraw the ticket; refuse admission to the Arena; or eject Licensee and each Holder from the Arena, without refund in each case, and subject Licensee and each Holder to all legal remedies available to Licensor, NYL, or the WNBA. Without limiting the foregoing, Licensee or Holder agrees not to give or offer any ticket under this Agreement in a manner that would constitute a violation of the U.S. Foreign Corrupt Practices Act, any other anti-bribery law or regulation, or any conflicts of interest law, regulation, or policy.

6. **Severability.** If any provision or part of this Health and Safety Rider or any other portion of this Agreement is held to be illegal, unenforceable, or ineffective, such provision or part thereof shall be deemed modified to the least extent necessary to render such provision legal, enforceable, and effective, or, if no such modification is possible, such provision or part thereof shall be deemed severable, such that all other provisions in and referenced in this Agreement shall remain valid and binding.

**NOTE: each Suite ticket issued for the Event shall include "ticket-back" language to which the ticket Holder shall be subject for such Event.**