

Operator Terms of Use

CROWDFIND, INC. d/b/a PIXIT (“PIXIT”) OPERATOR TERMS OF USE

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS (THE “TERMS”) CAREFULLY AS THEY CREATE A BINDING LEGAL CONTRACT BETWEEN FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, (“STADIUM MANAGER”, “YOU” OR “YOUR”) AND PIXIT. (“PIXIT”, “WE”, “OUR” OR “US”) GOVERNING YOUR USE OF OUR WEBSITE, MOBILE APPLICATIONS, AND ANY RELATED FEATURES, CONTENT, PRODUCTS AND SERVICES (COLLECTIVELY, “SERVICES”). IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING TERMS NOW OR IN THE FUTURE, DO NOT USE THE SERVICES IN ANY MANNER.

CHANGES TO TERMS

Pixit may, at any time, for any reason, make changes to (i) the Services, including its look, feel, format and content, as well as (ii) the products and/or services as described on the Services. Pixit may make such changes or modifications to the Terms contained herein and Your continued use of the Services following changes and/or modifications will constitute Your acceptance of such changes and/or modifications. Pixit will provide a notice of such changes by posting the updated Terms on the Services and changing the “last updated” date listed above. You agree that Pixit may provide notice to You via email, regular mail, or posting notices or links to notices on Pixit’s website.

USE OF THE SERVICES

Overview and Agent Service. Pixit acts as a platform by providing You with tools needed to assist users to find their lost items and/or to track maintenance tasks. Please be aware that unless You have agreed to make Pixit Your agent under a separate services agreement, Pixit is not responsible for ensuring the return of items to users and/or the public (if you are using Pixit’s Lost & Found software)

Eligibility. To be eligible to use the Services, You must, and You represent and warrant that You do, meet the following criteria: (1) are 16 years of age or older; (2) are not currently restricted from or otherwise prohibited from using the Services, (3) are not a competitor of or using the Services for reasons that are in competition with Pixit; (4) have full power and authority to enter into the Terms and doing so will not violate any other agreement to which You are a party; (5) will not violate any rights of Pixit, including intellectual property rights such as copyright or trademark rights; and (6) agree to provide at Your cost all equipment (including mobile devices), software, and internet access necessary to use the Services, unless separately agreed upon by Pixit. The Services are not intended for and should not be used by anyone under the age of sixteen (16). You represent that You are over the age of sixteen (16) and are the intended recipient of the Services. You may not access and/or use the Services for any purpose if either of the representations in the preceding sentence is not true.

Use and Availability of Services. You agree to use the Services only to post, send and/or receive content and materials that are proper. The Services may be subject to interruptions, loss of data, deletion of data and conditions that prevent the proper operation of the Services resulting from conditions or events outside the reasonable control of Pixit and for which Pixit will bear no responsibility. The Services may be modified or updated at any time without notice or liability.

Creating an Account. To open an account, You must complete the registration process by providing us with true, current, complete and accurate information as prompted by the applicable registration form, and You will maintain and promptly update such information to keep it true, current, complete and accurate. If You violate any of the terms, conditions and/or limitations set forth herein we may terminate Your account. If we terminate Your account, You may not subscribe under a new account unless we formally invite You. If You commit fraud or falsify information in connection with Your use of the Services or in connection with Your Pixit account, Your account will be terminated immediately and we reserve the right to hold You liable for any and all damages that we suffer, to pursue legal action through relevant local and national law enforcement authorities and to notify Your 'internet service provider' of any fraudulent activity we associate with You or Your use of the Services.

Activities Under Your Account. You are responsible for maintaining the confidentiality of any password(s) You use to access the Services, and You are fully responsible for all activities that occur under Your password(s) and Your account. You agree to notify Pixit immediately of any unauthorized use of Your account or any other breach of security. Pixit will not be liable for any loss that You may incur as a result of someone else using Your password or account. Notwithstanding such notice, You could be held liable for losses incurred by Pixit or another party due to someone else using Your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

Your Responsibilities. Pixit grants You the rights set forth herein, subject to the following conditions:

- You will not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use of them;
- You shall not modify, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service;
- You may not attempt to gain unauthorized access to any account, computer systems or networks associated with the Services;
- You agree not to submit or transmit any emails or materials through the Services that contain a virus, worm, Trojan horse or any other harmful component;
- You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services;
- You may not access all or any part of the Services in order to build a product or service which competes with the Service;
- You shall not copy, store, reproduce, duplicate, transmit or distribute a significant portion of the content on this Service;
- You shall not copy or imitate part or all of the design, layout, or look-and-feel of the Services or individual sections of it, in any form or media;

- You are responsible for the accuracy and quality of the data and content that You submit;
- You agree to act in accordance with all applicable laws, rules and regulations;
- You represent that You have the necessary permissions to use and authorize the use of User Content as described herein;
- You will not transmit spam, bulk or unsolicited communications;
- You shall not collect or store personal data about other users unless specifically authorized by such users or solicit personal information from anyone or solicit passwords or personally identifying information for commercial or unlawful purposes;
- You will use commercially reasonable efforts to prevent unauthorized access to or use of the services and content provided on the Services, and to notify Pixit promptly of any such unauthorized access or use; and
- You shall not use the Services for any unlawful purpose or to violate any federal, state, international law, code of conduct or other guidelines which may be applicable to the Services provided.

All ideas, memoranda, specifications, plans, data, descriptions, documents, or other information developed or received by Pixit and all other written information submitted to Pixit, directly, in connection with the Services shall be held confidential by Pixit and shall not, without the prior written consent of Stadium Manager, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Pixit which is otherwise known to Pixit shall be deemed confidential. Pixit shall not be subject to any obligations of confidentiality regarding any information or materials uploaded online through the mobile application, except as otherwise specified in the Terms, or as set forth in any additional terms and conditions relating to specific products or services, or as otherwise required by law. The commercial use, reproduction, transmission or distribution of any information, software or other material available through the Services without the prior written consent of Pixit is strictly prohibited.

PROPRIETARY RIGHTS AND LICENSES

Limited License. Pixit grants You a limited, revocable, non-exclusive, non-assignable, non-sublicensable license and right to access and use the Services through a generally available web browser, mobile device or application, view information and use the Services that we provide in accordance with the Terms. Any other use of the Services is strictly prohibited. We reserve all rights not expressly granted in the Terms, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in the Services and all related items. All materials available through the Services and not provided by users of the Services are the property of Pixit, affiliated companies and/or third-party licensors, and are protected by copyrights, trademarks and other intellectual property rights. All trademarks, service marks, and trade names are proprietary to Pixit, or affiliated companies and/or third-party licensors.

Prohibited Use

Gathering email addresses from Pixit through harvesting is prohibited. Posting and/or transmitting unauthorized and/or unsolicited advertising, promotional materials, and/or any other forms of solicitation is prohibited. We also prohibit crawling, scraping, caching, and/or otherwise accessing any content on the Services via automated means (except as may be the result of

standard search engine protocols and/or technologies used with Pixit's express written consent). You further agree that You will not knowingly upload, post, email, transmit or otherwise make available any content that contains software viruses and/or any other computer code, files or programs designed to interrupt, destroy and/or limit the functionality of any computer software and/or hardware and/or telecommunications equipment; and/or violates and/or infringes anyone's intellectual property and/or other rights.

TERMINATION

If You violate the Terms and/or if we have grounds to reasonably suspect that You violated the Terms and/or other use parameters included on the Services, we may refuse use of the Services (or any portion thereof). In the event You fail to pay for the access granted (if applicable), and/or share the access granted with any person or entity, or misuse the system by any means actionable under a federal, state, or local statute, code, regulation, law, and/or civil action, Pixit will consider Your access as having been acquired by fraud or misrepresentation and will terminate Your access. In such a case, Pixit retains the right to seek civil and/or criminal redress, the entire cost of which shall be borne solely by You.

INTELLECTUAL PROPERTY

Pixit shall have no right to use the trademarks, symbols, trade names or other intellectual property of Stadium Manager or its respective affiliates. Pixit represents and warrants that the Services provided hereunder shall not violate or infringe any third party's intellectual property rights.

INDEMNIFICATION AND WAIVER

Pixit shall indemnify, defend and hold harmless Stadium Manager, its affiliates, the City of Santa Clara, the Santa Clara Stadium Authority, and their respective officers, agents, employees, directors, managers, members, partners, sponsors, owners and representatives ("Indemnified Parties") from and against any and all claims, demands, proceedings, losses, costs, damages, awards, fees, expenses, or liabilities of any nature ("Claim") arising out of and/or in the relation to (i) breach by Pixit under these Terms; (ii) any infringement, violation, trespass, contravention and/or breach of any third party, and/or constitutes the unauthorized use and/or misappropriation of any trade secret of any third party, as a result of Pixit's providing of Services; (iii) any fraud Pixit may commit; and/or (v) Pixit's intentional misconduct and/or negligence. Pixit shall give prompt notice to Stadium Manager upon its receipt of notice of any Claim against Pixit, which might give rise to a claim against Stadium Manager.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

THE SERVICES AND ANY CONTENT ARE PROVIDED BY PIXIT TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY AND/OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, QUIET ENJOYMENT, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION,

ACCURACY, AND FROM COURSE OF DEALING, USAGE AND/OR TRADE PRACTICE, ALL OF WHICH PIXIT EXPRESSLY DISCLAIMS. WITHOUT LIMITING THE FOREGOING, PIXIT AND/OR ITS LICENSORS MAKE NO WARRANTY THAT (A) THE SERVICES AND/OR CONTENT WILL MEET YOUR REQUIREMENTS AND/OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE AND/OR ERROR-FREE; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES AND/OR CONTENT WILL BE EFFECTIVE, ACCURATE AND/OR RELIABLE; AND/OR (C) PIXIT WILL NOT BE LIABLE AND/OR OTHERWISE RESPONSIBLE FOR ANY FAILURE AND/OR DELAY IN UPDATING THE SERVICE AND/OR ANY CONTENT. NO ADVICE AND/OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PIXIT AND/OR THROUGH AND/OR FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

LIMITATION OF LIABILITY

PIXIT SHALL NOT BE LIABLE FOR ANY ACCESS TO, USE OF AND/OR RELIANCE ON THE SERVICES BY YOU AND/OR ANYONE ELSE, AND/OR FOR ANY TRANSACTIONS, COMMUNICATIONS, INTERACTIONS, DISPUTES AND/OR RELATIONS BETWEEN YOU AND ANY OTHER PERSON AND/OR ORGANIZATION ARISING OUT OF AND/OR RELATED TO PIXIT AND/OR CONTENT AND/OR SERVICES ACCESSED THROUGH PIXIT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PIXIT AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, LICENSORS AND PARTNERS, SHALL NOT BE LIABLE TO YOU AND/OR ANYONE ELSE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, PROFITS AND/OR OTHER INTANGIBLE LOSSES (EVEN IF PIXIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE FOREGOING SHALL NOT APPLY IN INSTANCES OF ANY NEGLIGENCE, MISCONDUCT, ERRORS AND/OR OMISSIONS BY PIXIT, ITS EMPLOYEES, REPRESENTATIVES AND/OR AGENTS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION AND/OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES, IN SUCH STATES, CROWFIND'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

PIXIT'S MAXIMUM AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF ITS PARTNERS AND LICENSORS, TO YOU FOR DIRECT DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SERVICES IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO PIXIT IN CONNECTION WITH THE SERVICES IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM, OR (ii) ONE HUNDRED DOLLARS (US\$100.00).

PRIVACY AND PERSONAL INFORMATION

You consent to the collection, processing and storage by Pixit of Your personal information in accordance with the terms of Pixit's Privacy Policy, which is available at <https://www.pixithq.com/privacy-policy>. You agree to comply with all applicable laws and regulations, and the terms of Pixit's Privacy Policy, with respect to any access, use and/or submission by You of any personal information in connection with this Website.

NOTICE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pixit will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"). Pursuant to the DMCA, written notification of claimed copyright infringement must be submitted to the following Designated Agent for the Services:

Crowdfind, Inc. d/b/a Pixit
20 N. Upper Wacker Dr
Chicago, Illinois 60606
support@pixithq.com.

For clarity, only DMCA notices should go to the 'Designated Agent'. Any other feedback, comments, requests for technical support, and other communications should be directed to Pixit customer service through support@pixithq.com.

To be effective, the notification must include the following (please consult Your legal counsel or see Section 512(c)(3) of the DMCA to confirm these requirements):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material. Providing 'URLs' in the body of an email is the best way to help us locate content quickly.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Please also note that the information provided pursuant to this notice may be forwarded to the person who provided the allegedly infringing content.

DISPUTE RESOLUTION

Disputes. We want to address your concerns without needing formal legal case. Before filing a claim against Pixit, You agree to try to resolve the dispute informally by contacting us at support@pixithq.com. We will try to resolve the dispute by contacting You via email, but if we cannot resolve the dispute within thirty (30) days after Your submission, You and/or Pixit agree to resolve any claims related to the Terms through final and binding arbitration, except as set forth under the 'Exceptions to Agreement to Arbitrate' section below and/or You opt out as described below.

Opt-Out. You can opt-out and decline this agreement to arbitrate by contacting Pixit within thirty (30) days from the date that You first became subject to this arbitration provision (i.e.: the date You initially accepted the Terms). You must write us at:

Pixit
Attn: Opt-Out Arbitration
20 N Upper Wacker Dr.
Chicago, IL 60606

If You opt out, neither You nor Pixit can require the other to participate in an arbitration proceeding.

Arbitration Procedures. Except in the event the claim meets the requirements set forth in the 'Exceptions to Agreement to Arbitrate' section below and/or if You opt out of arbitration as described below, all claims shall be settled by binding arbitration in accordance with the commercial arbitration rules, in effect at the time the proceedings begin, of the American Arbitration Association. Any such controversy and/or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. All information relating to and/or disclosed by any party in connection with the arbitration of any disputes shall be treated by the parties, their representatives, and the arbitrator as proprietary business information and shall not be disclosed without prior written authorization of the disclosing party. The arbitration shall be held in Santa Clara County, California USA, unless otherwise agreed by both parties. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

Exceptions to Agreement to Arbitrate. Either You and/or Pixit may assert claims, if they qualify, in small claims court in Santa Clara County, California. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use and/or abuse of the Services, breach of Pixit's confidential information and/or intellectual property infringement (for example, trademark, trade secret, copyright and/or patent rights) without first engaging in arbitration and/or the informal dispute-resolution process described herein.

Judicial Forum for Disputes. In the event that the agreement to arbitrate is found not to apply to You and/or Your claim, You and Pixit agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Santa Clara County, California. Both parties consent to the foregoing venue and jurisdiction.

SEPARATE AGREEMENTS

You may have other agreements with Pixit. Such agreements are separate and in addition to the Terms. The Terms do not modify, revise or amend the terms of any other agreements You may have with Pixit unless expressly agreed to by the parties in writing.

APPLICABLE LAW

California law and controlling U.S. federal law govern any action related to the Terms and/or Stadium Manager's use of the Services. Choice of law rules of any jurisdiction and the United Nations Convention on Contracts for the International Sale of Goods will not apply to any dispute under the Terms. Both parties agree to submit to the personal and exclusive jurisdiction of the courts located within Santa Clara County, California.

GENERAL TERMS

You must not assign or otherwise transfer the Terms or any right granted hereunder. You agree that any material breach of the Terms will result in irreparable harm to Pixit for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, Pixit will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if Pixit seeks such an injunction. Services derived or obtained from Pixit may be subject to the U.S. export laws and the export or import laws of other countries. You agree to comply strictly with all such laws and, in particular, shall: (i) not use Services derived or obtained from Pixit to design, develop or produce missile, chemical/biological, or nuclear weaponry; and (ii) not provide Services, content, or products derived or obtained from the Services to prohibited countries and entities identified in the U.S. export regulations. Rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the Terms.

Any express waiver or failure to exercise promptly any right under the Terms will not create a continuing waiver and/or any expectation of non-enforcement. If any provision of the Terms is held invalid by any law and/or regulation of any government, and/or by any court and/or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Terms will remain in full force and effect. A printed version of the Terms and of any notices given in electronic form shall be admissible in judicial and/or administrative proceedings based upon and/or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. No waiver by either You and/or Pixit of any breach and/or default and/or failure to exercise any right allowed under the Terms is a waiver of any preceding and/or subsequent breach and/or default and/or waiver and/or forfeiture of any similar and/or future rights under the Terms.

If any provision and/or term of the Terms shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term and/or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from it. The Terms constitute the entire agreement between You and Pixit and govern Your use of the Services. Portions of the Services may be governed by posted guidelines, rules and/or other terms and conditions. All such guidelines, rules and terms and conditions are hereby incorporated by reference into the Terms.

In the event of a conflict between the Terms and such other guidelines, rules and terms and conditions, the Terms shall control. Notwithstanding the foregoing, Pixit's Privacy Policy (https://www.Pixit.com/privacy_policy) supersedes any conflicting provisions in the Terms and/or any other guidelines, rules and terms and conditions with respect to the subject matter covered by the Privacy Policy.