

RAVEN SLINGSHOT API LICENSE AGREEMENT

This Raven Slingshot API License Agreement (this "Agreement") is entered into as of the date set forth below, by and between the undersigned (referred to herein as "You") and Raven Industries, Inc. ("Raven" together with You, the "Parties" and each a "Party").

Whereas, Raven has proprietary intellectual property as further described in this Agreement and has established a Raven Slingshot API Program; and

Whereas, You desire to participate in the Raven Slingshot API Program and have access to Raven's API and Raven desires to provide You participation in the Raven Slingshot API Program and provide You with access to Raven's API strictly pursuant to the terms and conditions of this Agreement.

Now, therefore, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. DESCRIPTION

1.1 API

The API consists of programmatic web APIs interface definitions, generated code libraries and associated tools and documentation that allow you to create software application(s) or website(s) that will allow websites to directly interface with the Slingshot System.

1.2 DEFINITIONS

"Access Keys" means the confidential security keys, tokens, passwords and/or other credentials provided by Raven to the end user for the end user to access its Slingshot user account and all its Content associated with its user account.

"Application" means the software application, website or other interface that you develop to interact with the API.

"Branding Guidelines" means any guidelines adopted by Raven from time to time regarding the display and use of the Raven Brand.

"Content" means content from Raven Slingshot user accounts accessed through an Access Key, including, without limitation, notes, embedded resources, tags, notebooks, maps, images, field data, and saved searches.

"Developer Keys" means the confidential security keys, tokens, passwords and/or other credentials provided by Raven to you for your access and use of the API.

"Documentation" means the technical how-to and other documentation regarding the operation of the API, Developer Keys, Access Keys, Content, Service and Slingshot website made available by Raven to You for use under this Agreement.

"Intellectual Property Right" means any patent, copyright, mask work, trade secret or other intellectual property or proprietary right.

"Licensee Brands" means the trade names, trademarks, service marks, logos, copyright notices, domain names and other distinctive brands that are owned by or that you have legal rights to use and display.

"Person" means any individual, corporation, or other legal entity.

"Personal Information" means any information that identifies or can be used to identify, contact, or locate the person to whom that information pertains, including, without limitation, names, addresses, phone numbers, fax numbers, email addresses, social security numbers or other government-issued identifiers, and credit card information, and to the extent any other information (including a personal profile, biometric information, and/or usage data) is associated or combined with user Information, then that information is also user Information

"Raven" "We" and sometimes "Us" means Raven Industries, Inc. and its affiliated companies, including without limitation Raven Applied Technologies, LLC.

"Raven Brands" means the trade names, trademarks, service marks, logos, copyright notices, domain names and other distinctive brands of Raven.

"Raven Intellectual Property" means all of Raven's right, title and interest in and to all world-wide Intellectual Property Rights related to the API, Raven Brands, Raven Slingshot Service, Raven Slingshot Websites, Documentation, including, without limitation, any rights under copyright law, trademark law, patent law and any and all other proprietary rights of Raven.

"Raven Slingshot Service" or "Service" means the subscription to use the Raven Slingshot API services and to access certain content through Raven Slingshot Websites and/or Raven's products.

"Raven Slingshot Websites" means www.ravenslingshot.com, api.ravenslingshot.com, portal1.ravenslingshot.com, portal2.ravenslingshot.com and any future websites owned or operated by Raven with the Slingshot Service.

2. ACCEPTING THIS LICENSE AGREEMENT AND MODIFICATIONS.

2.1 ACCEPTANCE

By signing this Agreement, you are (i) representing and warranting to Raven that you have read this Agreement and (ii) agreeing to be bound to this Agreement and any privacy policy set forth on the Raven Slingshot Websites. You further acknowledge that the end user is bound to the terms of service set forth on the Slingshot Websites and that your Application will not conflict with the terms of service applicable to the end user.

2.2 RIGHT TO ACCEPT THIS AGREEMENT

If you are an individual acting on behalf of a corporation, limited liability company or other entity or organization, you must be duly authorized by such corporation, limited liability company or other entity or organization to enter into this Agreement. If you do not have such authority, neither you nor such corporation, limited liability company or other entity has any rights under this Agreement, including any right to use the API. Raven reserves all rights and remedies under applicable law resulting from unauthorized execution of this Agreement and use of the API.

2.3 MODIFICATIONS TO API

Raven may modify the API and its databases at any time; provided however, that Raven shall provide You at least ninety (90) days prior written notice of any such modifications that may materially impact your use of the API with your Application. Raven will maintain the deprecated version of the API for a period of ninety (90) days from the date the API modifications went into effect. You are solely responsible for the costs of any changes to your Application for it to continue to be compatible or interface with the API. Raven shall not be required to provide any modification notices for bug "fixes" or similar error corrections. IF ANY MODIFICATION TO THE API IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT BY SENDING A TERMINATION NOTICE IN THE MANNER DESCRIBED IN SECTION 2.5. YOUR USE OF THE API AFTER THE DATE OF THE API MODIFICATION WILL CONSTITUTE YOUR ACCEPTANCE OF THE API MODIFICATIONS.

2.4 MODIFICATIONS TO THIS AGREEMENT

Raven may from time to time change the terms of this Agreement. Raven will give you at least thirty (30) days prior written notice of any changes to the terms of this Agreement. All amended terms will be effective thirty (30) days after the date of the notice to you of the amended terms. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT BY SENDING A TERMINATION NOTICE IN THE MANNER DESCRIBED IN SECTION 2.5. YOUR USE OF THE API AFTER THE DATE ON WHICH CHANGES WILL BECOME EFFECTIVE WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES.

2.5 TERMINATION

If you do not agree with any modifications to the API or this Agreement, you must send a notice of termination via Fax, Email, or Postal Mail to the Director of Ag Information at Raven Industries Applied Technology Division ("API Termination Notice") before the effective date of the API modification or the modifications to this Agreement. The API Termination Notice will be effective on the date it is received by Raven.

3. LIMITED LICENSE OF API

3.1 Subject to the terms and conditions of this Agreement, Raven hereby grants you (and independent contractors, provided that you shall remain liable to Raven for the actions of such independent contractors), during the term of this Agreement, a limited, world-wide, royalty-free, revocable, non-assignable and non-exclusive license to (i) access and use the API solely to develop, test, display, distribute and execute your Application; access and display in your Application and the Content obtained through the Raven Slingshot Service; and allow others to access your Application; and (ii) display the Raven Brands solely for attributing the source of the API and the Raven Slingshot Service and for promoting or advertising that you use the API with your Application, provided such use is in compliance with the Branding Guidelines as determined by Raven in its sole discretion. There are no implied licenses under this Agreement and Raven reserves all rights not expressly granted to you.

3.2 LICENSE RESTRICTIONS

3.2.1 Other than as permitted pursuant to the terms hereof, You will not, and will not permit any Person (including any independent contractor), directly or indirectly, to (i) reverse engineer, disassemble, reconstruct, decompile, translate, modify, copy the API, or (ii) create derivative works for the API, or any aspect or portion thereof, including, without limitation, source code and algorithms. Except as specifically permitted by this Agreement, you agree not to rent, lease, lend, upload or to host on any website or server, sell, redistribute, or sublicense the API, and You may not combine any part of the API with other software or distribute any software or device incorporating a part of the API.

3.2.2 The API is "commercial computer software" and any associated documentation is "commercial computer software documentation" pursuant to the DFAR Section 227.202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the API or such documentation by the United States Government shall be governed solely by the terms of this Agreement.

3.3 OWNERSHIP

As between you and Raven, Raven retains all right, title and interest in the Raven Intellectual Property that it owned, prior to the Effective Date or acquired thereafter, without regard to this Agreement, including, without limitation, in and to (i) the API and any and all elements and components thereof, including content, technology, software, code, Documentation, user interfaces and any derivative works and/or compilations thereof, and any mapping data, RTK signals or other similar content that is accessed using Raven Slingshot Websites, or through Raven Slingshot user accounts, (ii) the Raven Brands and (iii) the Raven Slingshot Services and Raven Slingshot Websites. As between you and Raven, you

retain all right, title and interest in all Intellectual Property Rights you own, prior to the Effective Date or acquired thereafter, without regard to this Agreement, including, without limitation, copyrights, trademarks, patents, trade secrets, content and software. There are no implied licenses under this Agreement and Raven reserves all rights not expressly granted to you.

3.4 COMPETITIVE OR SIMILAR MATERIALS

You and Raven agree that neither party is limited from developing for itself, having developed, acquiring, licensing or developing for third parties, as well as marketing and distributing applications, content and other products or services that are competitive with your Application or Raven Intellectual Property, content or other products or services provided by you or Raven, even if such applications, contents and other products or services are similar to your Applications, Raven Intellectual Property, content or products or services. This Section 3.4 shall not be construed as a license.

3.5 EXPORT RESTRICTIONS

The API is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations with your Application. These laws include restrictions on destinations, end users and end use.

3.6 INTELLECTUAL PROPERTY PROTECTION

You and Raven agree that at no time during or after the termination of this Agreement will you or Raven challenge or help other Persons to challenge Raven's rights in the Raven Intellectual Property or your rights in your Applications or other intellectual property, nor will either party register, or attempt to register any brand identifier (including domain names) that is confusingly similar to any of the other party's brand names or brand identifiers.

3.7 PUBLICITY

You are permitted to use the Raven Brands in advertisements for your Application if such advertisements comply with the Branding Guidelines. You will submit to us, using our Contact form, a copy or image of any media release or advertisement that includes the Raven Brands or your Application.

3.8 GDPR

You agree to use commercially reasonable and appropriate administrative, technical, and physical measures, including taking account of the measures described in Article 32(1) of the General Data Protection Regulation 2016 /679 ("GDPR"), to maintain the security and integrity of the Data. You are fully responsible for the security of Data used in connection with Your Applications or otherwise in your possession. You agree to comply with all applicable state and federal laws and rules in connection with its collection, security and dissemination of any personal, financial, card, or transaction Data through the Application. You must notify Raven Slingshot of any security breach, including any personal data breach within the meaning of the GDPR, related to its Application as soon as possible but no later than forty-eight hours of Your discovery of any such security incident.

4. USE OF THE API AND DEVELOPER OBLIGATIONS

4.1 DEVELOPER API DEVELOPER KEYS

To access the API, you must register for and receive a unique Developer Key. The Developer Keys are the property of Raven. You may only access the API with the Developer Keys. You may not sell, transfer, sublicense or any way share your Developer Keys with any other Person (other than independent contractors, provided that you remain liable for such independent contractor's use of the Developer Keys, API and Raven Intellectual Property) or use them with any other Application. You are solely responsible for protecting access to your Developer Keys that are under Your possession or control and for all activities that occur using such Developer Keys. Raven may revoke your Developer Keys if they are

compromised and will promptly provide you with a new Developer Key, unless the compromise was as a result of your gross negligence.

4.2 PROHIBITED USES. PLEASE READ VERY CAREFULLY

You agree that you are responsible for your own conduct and content while using the API. You agree to use the API only for purposes that are legal and in accordance with this Agreement. Without limiting the generality of the foregoing, you agree that when using the API, you will not directly or indirectly:

- 4.2.1 Distribute, publish or knowingly allow access or linking to the API or Content from any location or source other than your Application.
- 4.2.2 Knowingly interfere with or disrupt services or servers or networks connected to the Slingshot Service.
- 4.2.3 Restrict any user from using the Slingshot Service.
- 4.2.4 Circumvent or modify any Developer Keys or other security mechanism of Raven.
- 4.2.5 Unlawfully request, collect, solicit or otherwise obtain access to sign-in names, passwords or other authentication credentials for Slingshot, other than by directing users to Raven in the manner provided by the API.
- 4.2.6 Use any robot, spider, site search/retrieval application or other device to retrieve or index any portion of the Service or collection information about users for any purpose not permitted by this Agreement.
- 4.2.7 Intentionally, transmit any viruses, worms, defects, Trojan horses or any items of a destructive nature.
- 4.2.8 Knowingly create an Application that is intended to violate the Slingshot terms of service or any other Slingshot policy or applicable law.
- 4.2.9 Have your Application, your use of the Content, your display or use of the Raven Brands or any other use of the developer tools made available by Slingshot: (i) be intentionally false, inaccurate or misleading; (ii) knowingly infringe on any Person's copyright, patent, trademark or trade secret; (iii) violate any applicable law, statute or ordinance; (iv) be defamatory, trade libelous, threatening or harassing; or (v) contain any viruses or other computer programming routines that is designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data.
- 4.2.10 Use the Raven Brands: (i) in any way that implies a relationship or affiliation with, sponsorship or endorsement by Slingshot or by Raven, other than your license rights under this Agreement; (ii) represent that the Content has been authored by or represents the views or opinions of Raven; (iii) disparages Raven or its products and services; or (iv) in any way that tarnishes, dilutes or otherwise impairs the Raven Brands or the goodwill of the Raven Brands.

4.3 SUSPENSION

If Raven has received a complaint from any Person regarding Your Application or Your use of Access Keys, or if it has a reasonable basis to believe that Your Application is being used in violation of this Agreement, it may suspend your Developer Keys for a period of thirty (30) days to investigate whether Your Application or Your use of the Access Keys has violated the terms of this Agreement. Raven will notify You of the suspension and its basis for suspension. If after a reasonable investigation Raven determines that You have breached this Agreement, it may proceed to terminate this Agreement pursuant to Section 10.2 and Your Developer Keys will remain suspended until You have cured the alleged default or the Agreement is terminated in accordance with Section 10.2.

4.4. APPROVED APPLICATIONS

Raven has approved of the functionality or purpose of your Application(s) as of the Effective Date. For future Application(s) or modifications to an Application that will substantially change its functionality or purpose, you must notify Raven, in writing, of the functionality or purpose of the new or modified Application. Raven shall have thirty (30) days from the date it receives the notification to approve, in its sole discretion, of the functionality or purpose of the new or modified Application. If Raven does not reject the Application's function or purpose within such thirty (30) days, it shall be deemed approved. Unless Raven states otherwise, a rejection of a particular Application does not terminate this Agreement for any other Applications that you have developed using the API. Raven shall have no liability to you for rejecting any Application.

4.5. USAGE LIMITATIONS

Raven may reasonably limit the rate at which the API calls that your Application may make via the API.

4.6. DISPLAY OF CONTENT

4.6.1. DISPLAY ATTRIBUTIONS

You must clearly and conspicuously attribute the source of all Content as received from the Slingshot Service, to the extent applicable.

4.6.2. DISPLAY RESTRICTION

You may not modify, obscure, delete or otherwise disable the functioning of links to the Slingshot Service or Raven or third-party applications or websites, or change the resource associated with any link provided within any Content. You may not modify, obscure or delete the text, images, artwork, logos, copyrights or similar proprietary notices or other aspects of any Content that you receive from the API, except that for graphic images, you may re-size such images while maintaining the same relative proportions of such image.

4.6.3. REMOVAL

If you display the Content in a way that Raven or a third-party provider of Content to Raven finds reasonably unacceptable, Raven may request that you change or cease your display of such Content and you agree to make reasonable changes or cease the display.

4.6.4. NO MONITORING OF CONTENT

You acknowledge and agree that Raven has no obligation to, and does not, monitor the Content created by users of the Slingshot Service.

4.7. DATA APPLICATIONS

4.7.1 If you use the API to retrieve data, maps or images from the Slingshot Service, you acknowledge that the data, maps or images may be protected by Intellectual Property Rights of Raven or those Persons who provide the data, maps or images (or other Persons on their behalf).

4.7.2 Authorization to access a user's Access Key is only permitted via the "web service" authentication scheme in the API. If a user has asked you to no longer use its Access Key or its Content or data, you will immediately stop using the user's Access Key and take reasonable steps to remove the Access Key from your database, records or other electronic storage or records.

4.7.3 You are solely responsible for maintaining the security of Access Keys and all Content or data which is in Your possession that was retrieved by You or used by You through Access Keys. You agree that you will not permit any Person, other than any end user employees, customers, or agents who the end user has given permission to use its

Access Key, to access Content or other information using the Access Key. You will treat the Access Key as confidential information and will handle it in the same manner as Confidential Information. Raven disclaims any responsibility and liability, directly or indirectly, related to any end user Content that your Application accesses.

4.8 THIRD PARTY APPLICATIONS

If you use the API to run applications developed by another Person or that access data, maps, images, content or resources that are not provided by Raven, you agree that Raven is not responsible for those applications, data, maps, images, content or resources and is not liable for any loss or damage that you may have as a result of such use or access of any other Person's applications, data, maps, images or content or resources. You agree that you will not use another Person's applications, data, maps, images, content or resources unless you have the permission of such Person for such use.

4.9 SUPPORT

Raven will not, and has no obligation to, provide your users with any support. You understand and agree that you are solely responsible for providing user support and any other technical assistance for your Application. Raven may redirect users and potential users of your Application to your email address on your account for purposes of answering general Application inquiries and support questions.

4.10. DIRECTORY

Raven may maintain and/or publish on its Slingshot Website or in other locations, a directory of developers using the API and/or the Applications resulting from developer use of the API ("Directory"). If you do not want to be listed in the Directory, you must give Raven a written request for removal from the Directory and Raven will use commercially reasonable efforts to remove you from the Directory. You hereby grant Raven a non-exclusive, non-transferable, worldwide right and license to display the Licensee Brands and your Application solely for purposes of promoting or advertising that you use the API or for inclusion in the Directory and further grant Raven a right to host, link to, and otherwise incorporate your Application through a Directory or other means.

4.11. WARRANTIES

You represent and warrant and agree that Raven may rely on your representations and warranties, that (i) you will not provide any data or information to Raven unless it is accurate, you have all rights necessary to provide the data or information to us and for Raven to use it; (ii) you own or have legal rights to the Application and the Licensee Brands and our and our sublicensees' or affiliates' use of your Application and Licensee Brands will not violate any Person's rights; (iii) you are solely responsible for all costs, losses, expenses and liabilities incurred and activities taken by you with your use of the API, Application and Slingshot Services; and (iv) it is solely your responsibility to maintain current contact information with Raven.

5. PRIVACY REQUIREMENTS.

5.1 SLINGSHOT PRIVACY POLICY

Raven's collection and use of Personal Information from its users and developers, including you, are governed by Raven's Privacy Policy and this Agreement. You agree that Raven may disclose any Personal Information about you if required to do so by law or in a good faith belief that such disclosure is reasonably necessary to comply with legal process.

5.2 YOUR PRIVACY POLICY

To the extent You obtain Personal Information from users of your Application or the Slingshot Services, You must make your privacy policy reasonably available to such users in accordance with applicable law.

5.3 COMPLIANCE WITH PRIVACY LAWS

You will use commercially reasonable efforts to have your Application and your use of the API, Content and Slingshot Service comply with all applicable laws, regulations and best practices concerning privacy.

6. SECURITY.

6.1 SECURITY BREACH

Each party agrees to notify the other in writing, including electronic mail, in accordance with Section 6.3, if it discovers a breach of security of its facility, systems or site where the API, Content, Access Keys, Developer Keys, Confidential Information or Personal Information has been accessed by an unauthorized Person or for purposes other than those authorized hereunder (a "Security Breach").

6.2 NOTIFICATION

Each party will notify the other party as soon as practicable, but in no event less than two (2) business days of detecting a Security Breach. Notice by you should be sent in the form of an email to support@ravenslingshot.com. Notice by Raven shall be sent as provided in Section 11.8. Such notice by either Party will identify the detected Security Breach, expected resolution (if known) and the name and phone number of such Party's representative that may be contacted for more information.

6.3 DATA STORAGE

Each Party agrees to maintain safeguards in accordance with the terms hereof (to the extent specified), but in all cases no less than reasonable safeguards, to protect the security of the API, Developer Keys, Access Keys, Content, Confidential Information and Personal Information, whether provided to such Party by the other Party hereto, an end user or by a third Person.

7. INDEMNITY.

7.1. YOUR INDEMNITY

You agree to indemnify and hold Raven, its subsidiaries, affiliates, directors, officers, agents, employees and other Raven licensees, harmless from and against any and all third party claims, liabilities, judgments, damages (including, without limitation, actual and consequential), expenses and costs (including legal and other professional fees and costs, including sales tax) (collectively, "Claims"), arising, directly or indirectly, from or in any way related to Your development, maintenance and use of the API, Your Application, Developer Keys and your use or control of the Access Keys or any other actions connected with your use of or interaction with, or the Application's use of or interaction with, the Slingshot Service or any end user including, without limitation, any infringement of any other Person's proprietary rights, except for any Claims for which You are indemnified under Section 7.2.

7.2. RAVEN INDEMNITY

Raven shall indemnify, hold harmless and defend You, Your affiliates, directors, officers and employees, from and against any and all Claims to the extent such Claim arises out of any allegation that the Raven Intellectual Property (as unmodified by You), including Your licensed use thereof, infringes or misappropriates any third party United States Intellectual Property Right. In the event that use of the Raven Intellectual Property (or any portion thereof) are, or is likely to be, enjoined as a result of any Claim, Raven will notify You and may, at its expense: (a) obtain the right for You to continue using the Raven Intellectual Property; or (b) replace or modify the Raven Intellectual Property so use of the Raven Intellectual Property is no longer infringing; or (c) if neither (a) or (b) are commercially practicable, either Party may terminate this Agreement upon written notice to the other Party. Raven shall have no obligations under this Section 7.2

for or with respect to Claims that arise as a result of the combination of non-infringing Raven Intellectual Property with any other Person's intellectual property.

7.3. INDEMNIFICATION PROCEDURES

The party seeking indemnification (the "Indemnified Party") will promptly notify the indemnifying Party ("Indemnifying Party") of any Claim (provided that any delay in notification by the Indemnified Party will not relieve the Indemnifying Party of its obligations under this Section 7.3, except to the extent that the delay impairs the Indemnifying Party's ability to defend), will permit the Indemnifying Party to control the defense and settlement (subject to the last sentence of this Section 7.3) of the Claim, and will cooperate with the Indemnifying Party, at the Indemnifying Party's expense, in the defense and settlement. The Indemnified Party will have the right, at its own expense, to participate in the defense and settlement of a Claim represented by counsel that the Indemnified Party has selected. The Indemnifying Party will not settle any Claim without the prior written consent of the Indemnified Party (which consent will not be unreasonably withheld or delayed).

8. DISCLAIMER OF WARRANTIES & LIMITATIONS OF LIABILITY.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY DISCLAIMERS OR LIMITATIONS ON LIABILITY. ONLY DISCLAIMERS OR LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO YOU AND RAVEN'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8.1 DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- (a) YOUR USE OF THE API AND THE SLINGSHOT SERVICES IS AT YOUR SOLE RISK. THE API, DEVELOPER KEYS, ACCESS KEYS, CONTENT AND THE SLINGSHOT SERVICE ARE EACH PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, RAVEN EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- (b) RAVEN IS NOT RESPONSIBLE FOR ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE API, DEVELOPER KEYS, ACCESS KEYS, CONTENT OR THE SLINGSHOT SERVICE, ALL OF WHICH IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD AND/OR USE OF ANY SUCH MATERIAL.
- (c) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RAVEN'S EMPLOYEES OR AGENTS, OR THROUGH OR FROM THE USE OF THE API OR SERVICE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

8.2 LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, AND OTHER THAN PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 7 HEREOF, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR OTHER DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE),

PRODUCTS LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

9. CONFIDENTIAL INFORMATION.

The term "Confidential Information" means any information of or relating to one Party (the "Disclosing Party") that becomes known to the other Party (the "Receiving Party") that either is designated as confidential or that is not generally known or readily ascertainable to the public, including, without limitation, all documents, information, reports, financial or other data, records, forms, tools, products, services, methodologies, present and future research, technical knowledge, marketing plans, trade secrets, User Information and other materials whether obtained by the Receiving Party prior to execution of this Agreement or during the Term, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented, including the existence and terms of this Agreement. Notwithstanding the foregoing, Confidential Information does not include information which: (a) is already known to the Receiving Party at the time of disclosure; (b) is or becomes publicly known through no wrongful act or failure of the Receiving Party; (c) is independently developed by the Receiving Party without the benefit of such Confidential Information; or (d) is received from a third party that is not under and does not thereby breach an obligation of confidentiality. Neither Party will use or disclose the other Party's Confidential Information other than as necessary to perform under and permitted by this Agreement. The confidentiality obligations hereunder will survive termination of this Agreement for a period of two (2) years, provided that obligations of confidentiality as to any Intellectual Property Rights, will continue indefinitely. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and the non-breaching party will be entitled (without waiving any other rights or remedies) to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond.

10. TERM AND TERMINATION

10.1 TERM

This Agreement will begin on the date that you accepted this Agreement online as reflected in Raven's records. It will continue until for one (1) year and shall automatically renew for additional one (1) year periods unless (a) written notice is given by either party to the other of its intent not to renew, at least thirty (30) days prior to the expiration of the initial or any renewal term or (b) this Agreement is earlier terminated in accordance with this Agreement, including, without limitation, a termination by you pursuant to Section 2.5. Without limiting the generality of the foregoing, You may terminate this Agreement at any time upon thirty (30) days advance written notice to Raven.

10.2 RAVEN TERMINATION

Raven may terminate this Agreement by written notice to you in the event of your material breach of this Agreement and such breach is not cured within thirty (30) days of such notice, provided, however, that Raven may terminate this Agreement immediately in the event of a breach of Section 3.1 or Section 9. The license that is granted hereunder terminates automatically upon termination of this Agreement.

10.3 EFFECT OF TERMINATION

Upon the termination of this Agreement, your Developer Keys will be revoked all licenses granted to you under this Agreement will be terminated.

10.4 SURVIVAL

The following sections (including all sub-sections) will survive any termination of this Agreement: Sections 1, 3.3, 3.6, 4.11, 7, 8, 9, 10.4, 10.5 and 11.

10.5 REMEDIES

You agree that your breach of this Agreement may cause irreparable harm to Raven, the extent of which would be difficult to ascertain. Accordingly, you agree that, in addition to any other remedies to which Raven may be legally entitled, Raven shall have the right to seek immediate injunctive relief in the event of a breach of this Agreement by you or any of your officers, employees, consultants or other agents, without the necessity of posting a bond.

11. MISCELLANEOUS

11.1 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and Raven respecting the subject matter hereof. If, through accessing or using the API or the Slingshot Service, you utilize or obtain any product or service from a third Person, you may additionally be subject to such third Person's terms and conditions applicable thereto, and this Agreement shall not affect your legal relationship with such third Person.

11.2 GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of South Dakota, without regard to its conflict of law provisions.

11.3 WAIVER; SEVERABILITY

The failure or delay by either party to exercise or enforce any right or provision of this Agreement or rights under applicable law shall not constitute a waiver of any such provisions or rights. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the other provisions of the Agreement will remain in full force and effect.

11.5 HEADINGS

The section headings in this Agreement are for convenience only and have no legal or contractual effect.

11.6 ASSIGNMENT

You may not assign or transfer your rights or obligations under this Agreement, except that both you and Raven may assign this Agreement to a third party into which it has merged or which has otherwise succeeded to all or substantially all of its business and assets to which this Agreement pertains, by purchase of stock, assets, merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement.

11.7 STATUTE OF LIMITATIONS

You agree that regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of or related to use of the Slingshot Service, the API or otherwise under this Agreement must be filed within two (2) years after such claim or cause of action arose. You agree to be forever barred from bringing such claim after that two (2) year period has expired. You agree that the two (2) year period shall not be tolled for any reason.

11.8 NOTICES

You must send notices as specifically directed by Raven in this Agreement for termination of this Agreement. All other notices by you to Raven should be sent by e-mail to support@ravenslingshot.com or by first class mail, postage pre-paid, to Raven's corporate headquarters address set forth on the Raven Website [www.ravenprecision.com]. Any other form of notice will not be effective. All notices from Raven to you will be sent electronically to you at the last e-mail address provided to us or, in our sole discretion, by first class mail, postage pre-paid, to the last known address provided to us.

Any electronic e-mail notice is effective as of the date of sending the notice to you and any notice mailed first class, postage pre-paid, is effective three (3) days following the date of such notice.

11.9 RELATIONSHIP OF PARTIES

You and Raven are not partners, employees or agents, but are independent contractors. Neither Party has the legal authority to bind the other Party. You do not have legal authority to make any representations about Slingshot, Slingshot Services, the API or other products and services to any Person.

11.10 EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts and by facsimile or electronically by .pdf, which together shall constitute one agreement of the parties.

IN WITNESS WHEREOF, the parties, through duly authorized individuals, have executed this Agreement effective as of the _____ day of _____, 2025.

By: _____

Name: _____

Title: _____

RAVEN INDUSTRIES, INC.

By: _____

Name: _____

Title: _____