

RAVEN SLINGSHOT® TERMS OF SERVICE AND USE

The use of the Raven Slingshot, Inc. ("Raven") service constitutes acceptance of these Terms of Service and Use (these "Terms"). The terms "you" and "your" refer to the person, firm or organization that either (a) has subscribed to the services covered by these Terms by executing an Order form and Subscription Agreement or Master Services Agreement, as the case may be (the "Subscription Agreement") or (b) has been granted permission under the Subscription Agreement to use the SAAS Services covered by these Terms. Raven and You may be individually referred to as a "Party" or collectively as the "Parties".

1. Definitions

Unless otherwise expressly indicated, as used in this Agreement the following words shall have the following meanings:

- (i) "Terms" means these online terms of use and any materials available on the Raven website specifically incorporated by reference herein, as such materials, including these Terms, may be updated by Raven from time to time in its sole discretion with reasonable notice to you;
- (ii) "Content" means the audio and visual information, documents, maps, software, products and services contained or made available to you in the course of using the SAAS Services;
- (iii) "Customer" means any customer of your business purchasing products from you and desiring to utilize the functionality of the SAAS Services in connection with application of such products;
- (iv) "Customer Data" means any data, information or material provided or submitted by you to the SAAS Services in the course of using the SAAS Services, whether originated by you or by a Customer;
- (v) "Effective Date" means the date the Subscription Agreement is signed by you and Raven or other evidence of your acceptance of these Terms;
- (vi) "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;
- (vii) "Raven Slingshot, Inc." means a South Dakota corporation, having its principal place of business at 205 E. 6th St., Sioux Falls, SD 57194;
- (viii) "Raven Slingshot Technology" means all of Raven's Intellectual Property Rights in proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Raven in providing the SAAS Services; and
- (ix) "SAAS Services" consists of products, computer programs, services, data connectivity, and web sites hosted or made available by Raven, including this website, which you may use for capturing, organizing, searching, storing, synchronizing, recognizing, sharing and transmitting any number of digital information and images on multiple computer and network platforms, existing now or developed in the future.

2. Use of Services, License, & Restrictions



Raven grants you a non-exclusive, non-transferable, limited, terminable right to access and use the SAAS Services, solely for your related business purposes, subject to the terms and conditions of these Terms. All rights not expressly granted to you are reserved by Raven. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the SAAS Services in any way, except to assist your Customers as otherwise permitted under these Terms; (ii) modify or make derivative works based upon the Raven Technology or SAAS Services; (iii) create Internet 'links' to the SAAS Service or 'frame' or 'mirror' any Content on any other server or Internet-based device; or (iv) reverse engineer, decompile, disassemble, decipher or otherwise attempt to discover the source code of any of the Raven Slingshot Technology. Your access and use of the SAAS Services under this license cannot be shared with or used by anyone other than you except to assist your Customers or as otherwise permitted by these Terms.

All right, title and interest in and to and all world-wide Intellectual Property Rights related to the Raven Slingshot Technology, all trade names, trademarks and domain names registered, reserved or used by Raven, all websites owned or operated by Raven, including the "look and feel" of such websites, all Raven products and services, software codes, interfaces and all other proprietary knowledge, know-how, images, materials or other signals made available by Raven to you or your Customer and any and all other proprietary rights related thereto, whether registered or unregistered are solely owned by Raven.

If the SAAS Services display's Raven's logo, trademark or other branding, you will not take any action to obscure or alter such Raven branded displays.

3. Your Responsibilities

You are responsible for all activity occurring under your user account and you shall abide by all applicable local, state, federal and foreign laws, treaties and regulations in connection with your use of the SAAS Services, including those related to data privacy, international communications and the transmission of technical or personal data. You must not share your password or any other of your account details with anyone. You shall: (i) notify Raven immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Raven immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you; and (iii) not impersonate another user or provide false identity information to gain access to or use the SAAS Services.

4. Account Information; Customer Data Privacy

4.1 Account Information. By accepting these Terms, you consent to Raven's recording and use of certain personally-identifiable information, such as your registration information, access codes, IP address, and other information concerning your use of the SAAS Services, which will be retained by Raven and used in association with providing its services and support to you. Raven will not otherwise use this personally-identifiable information to identify or contact you, except in connection with providing services under these Terms or as otherwise required or permitted by law, or in connection with any sale of Raven Slingshot's business. Raven and other marks and logos used with the SAAS Services are trademarks of Raven, and other than as expressly stated herein no right, title or license, expressly, by implication, estoppel or otherwise, is granted to use them or any other Raven Technology.

4.2 Customer Data Privacy. You or your Customer may use the SAAS Service to host Customer Data. Raven will not review, share, distribute, or reference any such Customer Data except as necessary to provide the SAAS Services, as may be required by law, or by your consent. Individual records of Customer Data may be viewed or accessed only for the purpose of resolving a problem, support issues, or suspected violation of these Terms, the Subscription Agreement, or as may be required by law. Customer Data at all times shall be owned by the account owner of record on an Order Form, and Raven



shall obtain no ownership rights therein. You grant to Raven a non-exclusive, royalty free license, to use Customer Data or other material solely for the purpose of providing the SAAS Services and perform its obligations under these Terms and the Subscription Agreement. Notwithstanding the foregoing, Raven may, however, use and distribute Customer Data for any lawful purpose outside the scope of these Terms or the Subscription Agreement, if and only if such Customer Data is aggregated and de-identified.

5. Privacy Policy.

Your use of the SAAS Service is subject to our Privacy Policy located at <https://ravenslingshot.com/privacy-policy>. You should carefully read our full Privacy Policy before deciding to become a User as it governs our treatment of any information, including personally identifiable information and location data that you submit to us. By becoming a registered User, you acknowledge that you agree with the terms of the Privacy Policy and the use of any of your User account information and content.

6. Third Party Software or Services

Raven Slingshot does not endorse any sites on the Internet that may be linked through the SAAS Services. In no event shall Raven Slingshot be responsible for any content, products, or other materials on or available from such sites. Raven provides the SAAS Services to you pursuant to these Terms. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services and by using the SAAS Services, you are agreeing to such license or other terms.

a. CDMS Terms

The product information displayed in the search results is provided "AS IS", without warranty express or implied, and for information purposes only. Although Raven strives to present current and accurate information, search results contain information created and maintained by a variety of external sources that may not be current or complete. Raven does not control, monitor or guarantee the timeliness or accuracy of the information provided by such external sources. Inclusion of a product in a search result does not constitute our endorsement of that product. It is Customer's responsibility to review the official manufacturer product label information, applicable regulations, and otherwise research the accuracy, completeness and usefulness of all information, claims, and opinions contained in these search results. In no event will Raven or its data providers be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any information contained in these search results, including information that is outdated or incorrect. The search results are provided under a limited non-exclusive, revocable, nontransferable license, and may not be redistributed or used to develop a standalone database. Further, the search results may include materials covered by registered copyrights and trademarks. All rights not expressly granted herein are reserved by the intellectual property owners. In no event shall the liability of CDMS, its officers, directors and agents hereunder exceed \$1,000.00 in the aggregate.

7. Term

Your use of the SAAS Services and Services will terminate upon termination or expiration of the Subscription Agreement. Raven has no obligation to retain the Customer Data, and may delete such Customer Data at any time after expiration or termination. Sections 10.2, 12 and 16 (including all sub-sections) shall survive the expiration or termination of the Subscription Agreement.



8. Individual User Representations and Warranties

Any individual user of the SAAS Services represents and warrants that: (i) you are an authorized employee, consultant or agent of the active Customer account; (ii) you have lawful access to the SAAS Services that was granted to you by a duly authorized representative of Your company; and (iii) you will not enable anyone to access your account in order to falsely identify themselves nor provide any false information to gain access to the Service.

9. Your Indemnification

You shall indemnify and hold Raven, its affiliates, and all of their respective officers, directors, employees, agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that your use of the SAAS Services or the Raven Slingshot Technology infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations, warranties and covenants herein; or (iii) a claim arising from the breach by you of these Terms or the Subscription Agreement.

10. Representations; Disclaimer of Warranties

10.1 Raven Representations and Warranties. Raven represents and warrants that (a) it has all necessary rights and authority to execute and deliver the Subscription Agreement and perform its obligations thereunder; and (b) Raven will perform the SAAS Services in a professional and workmanlike manner with employees having a level of skill commensurate with the requirements necessary to provide the SAAS Services.

10.2 Disclaimer of Warranties. RAVEN MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SAAS SERVICE OR ANY CONTENT. RAVEN DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SAAS SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SAAS SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY INFORMATION OR OTHER DATA OBTAINED BY YOU THROUGH THE SAAS SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SAAS SERVICE OR THE SERVER(S) THAT MAKE THE SAAS SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SAAS SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN 'AS IS' BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY RAVEN

11. Internet Delays

SAAS SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. RAVEN IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

12. Liability

IN NO EVENT SHALL RAVEN OR ITS AFFILIATES BE LIABLE TO YOU, YOUR CUSTOMERS, OR ANYONE ELSE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY



WAY CONNECTED WITH THIS WEB APPLICATION, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SAAS SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SAAS SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE MAXIMUM LIABILITY OF RAVEN ARISING OUT OF OR IN ANY WAY CONNECTED TO THE SAAS SERVICES, THESE TERMS OR THE SUBSCRIPTION AGREEMENT WILL NOT EXCEED THE FEES PAID BY YOU TO RAVEN DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT INCREASE RAVEN'S LIABILITY.

13. Confidential Information.

Neither Raven nor you will knowingly disclose to any third party, or make use of any Confidential Information during the term for any purpose other than as necessary in connection with the SAAS Services or the Subscription Agreement. For purposes of these Terms, "Confidential Information" will mean non-public information of a Party and shall include all pricing matters set forth on an Order Form. Notwithstanding the foregoing, Confidential Information may be disclosed to a Party's accountant, financial or legal advisors or any third party who has a need to know such information and is obligated to maintain the confidentiality of such information. Confidential Information may be disclosed in connection with any proceeding to enforce these Terms or the Subscription Agreement.

14. Notice

Raven may give notice by means of a general notice on its website, electronic mail to your email address on record in Raven's files. Such notice shall be deemed to have been given 12 hours after sending. You may give notice to Raven (such notice shall be deemed given when received by Raven) at any time by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to RAVEN SLINGSHOT at the following address: Raven Slingshot, Inc., Attn: Legal Department, 205 E. 6th St., Sioux Falls, SD 57104.

15. Modification to Terms

Raven reserves the right to modify the terms and conditions of this Agreement or its policies relating to the SAAS Services at any time, effective upon posting of an updated version of this Agreement on the SAAS Services. You are responsible for regularly reviewing this Agreement. Continued use of the SAAS Services after any such changes shall constitute your consent to such changes. If you disagree with any such changes, and you do not continue to use the SAAS Services, you may terminate this Agreement and receive a prorated refund of any fees paid in advance.

16. Miscellaneous.

16.1 Entire Agreement. This Agreement, together with the Privacy Policy and any other policies adopted by Raven in the future relating to the use of the SAAS Service, constitutes the entire agreement between you and Raven regarding the SAAS Service. If, through accessing or using the SAAS Service, you utilize or obtain any product or service from a third party, including a Platform Developer, you may additionally be subject to such third party's terms and conditions applicable thereto, and this Agreement shall not affect your legal relationship with such third party.

16.2 Governing Law; Consent to Jurisdiction. 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. YOU AND RAVEN AGREE TO SUBMIT TO THE PERSONAL AND EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED WITHIN MINNEHAHA COUNTY, SOUTH DAKOTA FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS, THE SUBSCRIPTION



AGREEMENT OR THE SAAS SERVICE. You agree that before you may commence any litigation against Raven, you will notify Raven of the dispute and you and Raven will negotiate in good faith for thirty (30) days to resolve such dispute. If, at the end of such thirty (30) day period the dispute is not resolved, You may proceed to commence a legal proceeding to resolve such dispute.

16.3 Waiver; Severability. The failure or delay by Raven 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 nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

16.4 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 these Terms, the Subscription Agreement or the SAAS Services must be filed within one (1) year after such claim or cause of action arose or you hereby agree to be forever barred from bringing such claim.

16.5 Force Majeure. Any delay in the performance of any duties or obligations of either Party (except the payment of money owed) will not be considered a breach of these Terms of the Subscription Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, pandemic or any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the cause of such delay and to resume performance as soon as possible.

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

16.7 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.

16.8 Relationship of Parties. You and Raven are not partners, employees or agents, but are independent contractors. You have no legal authority to bind Raven or to make any representations about Raven, the SAAS Service or any other Raven products and services to any person. Nothing contained herein shall make you a dealer of Raven.

