

SLINGSHOT AND RAVEN STEERING ONE (RS1) END USER LICENSE AGREEMENT

SLINGSHOT AND RS1 SERVICES.

1.1 SLINGSHOT SERVICES DESCRIPTION.

Raven's Slingshot Service includes 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 (collectively, the "Service").

The terms of this End User License Agreement may also be referred to as "Terms of Service." By accepting this End User License Agreement, you become a "User" as that term is used herein. You agree that Raven may automatically download and install software updates from time to time with the installation or modification of the Service.

1.2 RAVEN STEERING ONE SERVICES DESCRIPTION.

Raven's Integrated Global Positioning System (GPS) steering and Slingshot (data transfer) product known as Raven Steering One (RS1) includes the following services

("RS1 Service") for a vehicle or other equipment ("Vehicle"). Raven Support will connect to devices on the Vehicle to upload data to the Raven Slingshot Portal. Data that will be collected includes data with respect to essentially every function the Vehicle performs and will be monitored and/or collected using Raven's Controller Area Network (CAN) based products. CAN allows Raven Support to have access to most or all relevant operating parameters and operating data of the Vehicle. Such operating parameters and data will also be sent to your home computer or tablet unless RS1 Service is requested by a driver of the Vehicle and then rejected after the request is made. A non-exhaustive example of the data accessed and collected include application rate, GPS-determined position, steering performance, Vehicle calibration settings and performance data such as pressure sensor calibrations, better than ninety percent of headliner error, user saved settings, and performance and error messages sent out by system hardware. The collected data is sent to Raven's Slingshot portal where Raven Support may use the data for diagnostics and for recommendations for the Vehicle. As one example, RS1 may analyze calibration settings used on or with the Vehicle, which may provide Raven Support with the ability to pro-actively contact you, the system owner or driver, with suggested changes to improve your system performance and/or quality. If RS1 is requested by the owner of a Vehicle for which this EULA has been accepted, the data will be collected over a period of time.

If the request for RS1 Service is made locally by a driver of the Vehicle, who may be operating the Vehicle in the field, data will usually be collected for only a single full cycle of the RS1 Service. The above definition of "Service" in Section 1.2 (Slingshot Services Description) includes the RS1 Service. The data referred to in this Section 1.2 may be referred to as "RS1

Data.” You or, if you are not the owner of the Vehicle, then the owner of the Vehicle for which RS1 Service is requested, hereby grant Raven the unrestricted license and right to collect the RS1 Data and use such RS1 data for diagnostic services, for suggesting products or services that may improve the quality of, or performance of, the Vehicle, your system, or the Raven products that you use. RS1 Data may be shared with Raven partners to increase performance of the Vehicle or system, and to improve Raven products, in accordance with our Privacy Policy referred to in Sections 2.1 (Privacy Policy) and 2.2 (Acceptance of Terms).

1.3 MODIFICATIONS.

Raven reserves the right at any time and at our sole discretion to modify or discontinue, temporarily or permanently, the Service or any part thereof, with or without notice. Raven is not liable for any modification, suspension or discontinuance of any part of the Service.

1.4 CONTENT.

Using the Service, you may receive, download or otherwise transmit information, data, text, images, software, sounds, graphics, video, messages, RS1 Data, tags and other materials, in whatever form and technical structure, whether publicly posted or privately transmitted or stored, including, without limitation position data or location data (“Content”). The Content provided by you or collected from the Vehicle is the sole responsibility of the person(s) originating such Content and introducing such Content into the Service. Raven reserves the right, but shall have no obligation, to pre-screen, reject, review, quarantine, delete or move any Content available with the Service, without obligation to any person, including you. Raven is not responsible for any loss of Content. It is your responsibility to back-up storage for your Content.

ACCEPTANCE OF TERMS.

2.1 PRIVACY POLICY.

Your use of the Service is subject to our Privacy Policy located at www.ravenslingshot.com/privacy. 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.

2.2 ACCEPTANCE OF CHANGES IN TERMS.

Raven reserves the right to update and change these Terms of Service and Privacy Policy from time to time in its sole discretion. You have an obligation to periodically check the Terms of Service and Privacy Policy for changes and you agree that Raven has no obligation to notify you of any changes. Your continued use of the Service, including continuing to be a registered User, following the posting of any changes to the Terms of Service or Privacy Policy will confirm your acceptance of those changes and that those changes are legally binding on you.

OWNERSHIP AND LICENSE.

3.1 OWNERSHIP.

All right, title and interest in and to and all world-wide intellectual property rights related to the Service, 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 the User and any and all other proprietary rights related thereto, whether registered or unregistered (collectively, the “Raven IP”), are solely owned by Raven and are protected by worldwide copyright, trademark and/or patent laws, as well as other intellectual property laws and treaties.

3.2 LIMITED LICENSE BY RAVEN.

Subject to the terms and conditions of this Agreement, Raven grants you a limited, revocable, nonexclusive, nontransferable, nonassignable, nonsublicensable right to access, through a generally available web browser or mobile device or application (but not through scraping, spidering, crawling or other technology or software used to access data without the express written consent of Raven), view information and use the Service. Any other use of the Service not authorized by these Terms of Service is strictly prohibited. All rights not expressly granted under these Terms of Service are retained by Raven and no implied licenses are granted to you.

YOUR OBLIGATIONS.

4.1 USER ACCOUNT.

You agree to: (a) keep your password, token, access key or other confidential credentials (the “Access Key”) to your User Account secure and confidential; (b) not permit others to use your User Account unless you have specifically given them permission to use the Access Key; (c) not use other users’ accounts or access keys; (d) not sell, trade, or otherwise transfer your User Account or Access Key to any other person; and (e) maintain current e-mail addresses and other contact information for your User Account and Access Key. You understand that you are solely responsible for the privacy settings on your User Account and delegating access to any other person or entity. Raven is not responsible directly or indirectly for any delegation or access to your User Account or Access Key that would allow any others with access to position data or location data, or any other Content associated with your User Account.

4.2 SOFTWARE AND HARDWARE.

You will install all software and hardware as required by Raven’s installation instructions and maintain such hardware and software products to a level compatible with or required by Raven. If you fail to follow our installation instructions or to maintain your hardware or software in a manner required by Raven, it may adversely affect your ability to access and use the Service.

4.3 REPRESENTATIONS.

You represent and agree that: (a) you will provide at your cost, all equipment, software and internet access necessary to use the Service; and (b) you will strictly comply with all the terms of these Terms of Service, the Privacy Policy and any other guidelines published from time to time by Raven at o 4.3 REPRESENTATIONS. You represent and agree that: (a) you will provide at your cost, all equipment, software and internet access necessary to use the Service; and (b) you will strictly comply with all the terms of these Terms of Service, the Privacy Policy and any other guidelines published from time to time by Raven at "<http://www.ravenslingshot.com/privacy>."

4.4 COMPLIANCE WITH LAWS.

You agree that you will comply will all applicable local, state, federal and international laws, rules and regulations, including all Federal Communications Commission rules and regulations. If you believe that you are entitled or obligated to act contrary to this Agreement under any mandatory law, rule or regulation, you agree to provide us with detailed and substantiated explanation of your reasons in writing at least thirty (30) days before you act contrary to this Agreement. Upon receipt of such notice, we may, in our sole discretion, terminate this Agreement or modify this Agreement so that your use is not contrary to this Agreement, with or without notice to you.

4.5 MOBILE SERVICES AND LOCATION DATA.

Raven may offer the Service through mobile applications created by it or third party developers ("Platform Developers"). If you use the Service through a mobile device, including a Raven Field Hub Computer, you agree that location data, including GPS data, and information about your use of the Service, including RS1 Data, may be communicated to us. You also agree that if you allow others to use a mobile device to transmit location data to your User Account, you are fully responsible for informing such persons that their physical location data is being collected and transmitted to your User Account. You further agree that any other person that you have allowed to use your Access Key may be able to view your physical location, position data and location data, as well as the physical location, position data and location data of all other users with access to your User Account and are using mobile devices, including Raven Field Hub Computers. In addition, use of the Service through a mobile device may cause data, images or maps to be displayed on and through your mobile device.

By accessing the Service using a mobile device, you represent that to the extent you import any of your information, data or images to your User Account on your mobile device that you have authority to share the transferred data with your mobile carrier or other access provider, or Raven's telecommunications carrier, and other persons that you have given permission to use your Access Key(s). If you change or deactivate your mobile account, you must promptly update your User Account. You acknowledge that you are responsible for all charges and necessary permissions related to accessing Raven through your mobile access provider or other telecommunications carrier whether provided by you or by Raven. You acknowledge that Raven

has no liability, directly or indirectly, to you or to any other person who is transmitting location data to your User Account, whether through Raven Field Hub computers, another mobile device or a Platform Developer, for transmitting, for any damages, claims, expenses or other causes of action, related to transmitting, collecting, storing or displaying location data or RS1 Data.

4.6 NOTICES.

You agree that for all purposes related to this Agreement, Raven is only obligated to send you an e-mail to the last e-mail address that you provided to us, even if we have other contact information. You agree that Raven may communicate with you through your User Account or through other means, including mobile numbers. You agree that we shall have no liability to you if you fail to maintain accurate contact information.

4.7 PUBLIC SHARING.

Raven may offer forums, bulletin boards and blogs where users, including you, may post observations and comments on designated topics. Ideas and information you post and share may be seen and used by other Slingshot users, Slingshot or the general public. Raven is not responsible for any information publicly posted or shared by you or any other person. RAVEN IS NOT RESPONSIBLE FOR ANY USER'S MISUSES OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION POSTED IN ANY SLINGSHOT FORUM, BLOG, BULLETIN BOARD OR GROUPS OR ANSWERS.

4.8 USER OBLIGATIONS.

As a condition to access and use the Service

4.8.1 YOU AGREE THAT YOU WILL DO THE FOLLOWING:

Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws and regulatory requirements; Provide accurate information to us and update it as necessary; and Review and comply with any notices sent by Raven about the Service.

4.8.2 YOU AGREE THAT YOU WILL NOT DO THE FOLLOWING:

Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand or otherwise transfer information found in or through the Service (excluding Content posted or shared by you), except as permitted in this Agreement or as expressly authorized in writing by Raven; Reverse engineer, decompile, disassemble, decipher or otherwise attempt to discover the source code for any of the Raven IP; Imply or state, directly or indirectly, that you are affiliated with or endorsed by Raven; Access, via automated or manual means of processes, the Service for purposes of monitoring its availability, performance or functionality or for any competitive purpose; Attempt to or actually access Raven's websites by any means other than through the interfaces provided by Raven; Attempt to or actually override any security

component included in or underlying the Service; Engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on our infrastructure including, but not limited to, unsolicited communications to other users or Raven personnel, attempts to gain unauthorized access, or transmission or activation of computer viruses; Use the Service to harass, abuse or harm another person; Infringe or use Raven's brand, logos, and/or trademarks; Upload, post, email, transmit or otherwise make available or initiate any Content that:

1. Impersonates any person or entity, including, but not limited to, a Slingshot employee, or falsely states or otherwise misrepresents your affiliation with Raven or any other person or entity;
2. Includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships under nondisclosure agreements);
3. Infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights;
4. Includes any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
5. Contains software viruses, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of Raven or any other user of Raven; or
6. Forges headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Service; and/or Interferes with or disrupts the Service or servers or networks connected to the Service, or disobey any requirements, procedures policies or regulations of networks connected or applicable to the Service; Violates any applicable local, state, national or international law or regulations having the force of law; Promote or provide instructional information about illegal activities or physical harm to any person, government or entity; allow others to use the Service in a way that violates these Terms of Service, the Raven Industries Data Connectivity Terms and Conditions, or the Privacy Policies; exceed the scope of Service registered to your User Account, or fail to pay any fees to receive Service or additional services or functions.

Without limiting the above restrictions, you agree that Raven has the right to review your use of the Service and Content and if it determines in its sole discretion that your use of the Service or Content is unprofessional, disparaging or otherwise inappropriate, Raven may terminate your use of all or any part of the Service, deactivate your User Account, terminate this Agreement or take any other action it believes is necessary to protect Slingshot, the Service or any other user of the Service, without notice or liability to you. You agree that the list of restrictions contained in a. through o. above are examples of prohibited behavior and Raven

has the right to restrict your access to the Service at any time if it believes your use of the Service or Content is unprofessional, disparaging or inappropriate, as determined by Raven in its sole discretion.

4.9 EXPORT CONTROL

Your use of the Service may be subject to export control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department’s Office of Foreign Assets Control. You agree that you will not, directly or indirectly, sell, export, re-export, transfer, divert or otherwise dispose of the Service (including any software) or the Content without obtaining the required authorizations from the appropriate governmental authorities.

ADDITIONAL SERVICE PROVISIONS.

5.1 SERVICE COMPONENTS.

5.1.1 AVAILABILITY. Raven makes no representations or warranties about the availability of the Service or the Content at any time. Raven allows you to access the Service as it may exist and be available on any given day and has no other obligation to you. You agree that Raven may modify, replace, refuse access to, suspend or discontinue the Service or any Content, in whole or in part, or change and modify the prices for all or part of the Service, in its sole discretion. All of these changes will be effective upon their posting on our website. Raven reserves the right to withhold, remove or discard any Content available as part of your User Account, without notice to you, if deemed by Raven in its sole discretion to be contrary to this Agreement. For the avoidance of doubt, Raven has no obligation to store, maintain or provide you a copy of any Content that you or other persons provide when using the Service.

5.1.2 THIRD PARTY PROVIDERS. Raven may from time to time engage certain affiliates or other third parties to provide all or part of the Service to you, including data connectivity services from a telecommunications carrier selected by Raven, and you hereby acknowledge and agree that such third party involvement is acceptable. Further, you acknowledge that in using the Service to send electronic communications (including but not limited to email and uploading Content, and other Internet activities), you will be causing communications to be sent through computer networks owned by Raven and third parties that are located in South Dakota and other locations in the United States and other countries and that, as a result, your use of the Service will likely result in interstate or intercountry data transmissions. You agree that Raven or any third party, in performing the required technical steps to provide the Service to you, may make such changes to your Content as necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media.

5.1.3 THIRD PARTY LINKS AND APPLICATIONS. Raven may include links to third party websites (“Third Party Sites”). Raven also enables Platform Developers to develop applications (“Developer Applications”) that provide features and functionality using data, including

Content, and developer tools made available by Raven. YOU ARE RESPONSIBLE FOR DECIDING WHETHER YOU WANT TO ACCESS OR USE A THIRD PARTY SITE OR DEVELOPER PLATFORM AND TO GIVE A PLATFORM DEVELOPER ACCESS TO YOUR ACCESS KEY. RAVEN IS NOT RESPONSIBLE FOR AND DOES NOT ENDORSE ANY FEATURES, CONTENT, ADVERTISING, PRODUCTS OR OTHER MATERIALS AVAILABLE FROM THIRD PARTY SITES OR DEVELOPER APPLICATIONS. RAVEN DOES NOT SCREEN, AUDIT OR ENDORSE DEVELOPER APPLICATIONS. IF YOU DECIDE TO ACCESS THIRD PARTY SITES, USE DEVELOPER APPLICATIONS OR GIVE A THIRD PARTY, INCLUDING PLATFORM DEVELOPERS ACCESS TO YOUR ACCESS KEYS AND USER ACCOUNT, YOU DO SO AT YOUR OWN RISK. FURTHER, YOU AGREE THAT YOUR USE OF ANY DEVELOPER APPLICATION OR THIRD PARTY SITE IS ON AN "AS-IS" BASIS WITHOUT ANY WARRANTY AS TO ANY OTHER PERSON'S OR THE PLATFORM DEVELOPER'S ACTIONS AND THAT THIS AGREEMENT DOES NOT APPLY TO YOUR USE OF ANY SUCH THIRD PARTY SITE OR DEVELOPER APPLICATION.

5.2 DISCLOSURE OF USER INFORMATION.

You agree that we may access, preserve and disclose your registration and any other information you provide or Content we collect, if we are required to do so by law or in a good faith that such access preservation or disclosure is reasonably necessary in our opinion to: (i) comply with legal process, including but not limited to civil and criminal subpoenas, court orders and other compulsory disclosures; (ii) enforce this Agreement; (iii) respond to claims of a violation of the rights of third parties, whether or not the third party is a Raven user; or (iv) to protect the rights, property or personal safety of Raven, our users or the public.

5.3 ADVERTISEMENTS.

The Service may be supported by advertising revenue and may display advertisements and promotions. You agree that Raven is not prohibited from advertising, including any form of advertisement that may be targeted to your Content. You agree that Raven has the right to determine the manner, mode, extent and terms of any advertising. RAVEN IS NOT RESPONSIBLE FOR AND DOES NOT ENDORSE ANY ADVERTISER OR ITS PRODUCTS OR SERVICES AND IF YOU DECIDE TO ACCESS OR INTERACT WITH ANY ADVERTISER, YOU DO SO SOLELY AT YOUR OWN RISK.

DIGITAL MILLENIUM COPYRIGHT ACT.

If you believe that your work has been used or copied in a way that constitutes copyright infringement, please provide Raven the written information below, as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2):

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

A description of the copyrighted work that you claim has been infringed upon;

A description of where the material that you claim is infringing is located in the Service;

Your address, telephone number and e-mail address;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner's behalf.

Raven's administrator for notice of claims of copyright infringement can be reached as follows:
Raven Industries Attn: Director of Ag Information 205 E. 6th Street Sioux Falls, SD 57104

DRIVER OBLIGATIONS, RELEASE OF RAVEN, AND INDEMNITY.

Any driver of the Vehicle who requests RS1 Service for the Vehicle, represents and warrants that he or she has authority to bind you to RS1 Service and obligations for one full cycle of RS1 Service, even if the driver rejects RS1 Service after making the request. It is solely your responsibility during request of RS1 service by any Driver of the Vehicle, and during operation of RS1 Service, to make sure that the Vehicle is parked and located on a safe and level service, clear of any obstacles and of any other property, and clear of people and livestock, and that the driver remains in the driver's seat until the RS1 Service is completed.

You agree that you are solely responsible for all claims for personal injury (including death) and for all claims for damage to any personal property (including crops and livestock) and you release Raven Industries, Inc., from any and all causes of action, damages and liabilities of every kind related to or arising from the RS1 Service or a driver's request for RS1 Service, even, if permitted by law, of such actions, damages and liabilities of which you do not know.

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 claims, liabilities, damages (actual and consequential), losses and expenses (including legal and other professional fees and costs, including sales tax) arising, directly or indirectly, from or in any way related to your use of the Service or the Contents, any violation of this Agreement or any other actions connected with your use of or interaction with, or any Developer Application's use of or interaction with, the Service including, without limitation, personal injury (including death), damage to any personal property (including crops and livestock) and any infringement of any other person's proprietary rights. In the event of such claim, we will provide notice of the claim, suit or action to the contact information we have for you, provided that any failure to deliver such notice to you shall not eliminate or reduce your indemnification obligation hereunder.

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 SERVICE, INCLUDING THE DATA CONNECTIVITY SERVICE, AND/OR CONTENT IS AT YOUR SOLE RISK. THE SERVICE AND THE CONTENT 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 DOES NOT WARRANT THAT (i) THE SERVICE OR THE CONTENT WILL MEET ALL OF YOUR REQUIREMENTS; (ii) THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT KNOWN OR DISCOVERED ERRORS WILL BE CORRECTED; OR (iii) THE SERVICE WILL PROVIDE RESULTS THAT ARE ACCURATE OR RELIABLE OR (iv) THE SERVICE WILL MEET YOUR EXPECTATIONS.

(c) RAVEN IS NOT RESPONSIBLE FOR ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH AN ADVERTISER OR THE USE OF A THIRD PARTY SITE, DEVELOPER PLATFORM, OR DEVELOPER APPLICATION, ALL OF WHICH IS OBTAINED AT YOUR OWN DISCRETION AND RISK. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICE, THE VEHICLE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD AND/OR USE OF ANY SUCH CONTENT OR OTHER MATERIAL. IF YOU GIVE A PLATFORM DEVELOPER ACCESS TO YOUR ACCESS KEY, RAVEN IS NOT RESPONSIBLE, DIRECTLY OR INDIRECTLY, WITH HOW THE PLATFORM DEVELOPER USES YOUR USER ACCOUNT CONTENT AND DATA OR FOR THE SECURITY OF THE ACCESS KEY.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RAVEN'S EMPLOYEES, CONTRACTORS (PLATFORM DEVELOPERS) OR AGENTS, OR THROUGH OR FROM THE USE OF THE SERVICE, INCLUDING DATA CONNECTIVITY SERVICE, AND CAN SERVICE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

8.2 Limitation of Liability TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL RAVEN BE LIABLE FOR PERSONAL INJURY (INCLUDING DEATH) OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE OR PROFITS, LOSS OF DATA, LOSS OF TIME, BUSINESS INTERRUPTION, FAILURE OF OR DELAY BY A DATA CONNECTIVITY SERVICE PROVIDER, OR ANY OTHER COMMERCIAL DAMAGES OR OTHER DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE SERVICES OR THE CONTENTS, OR THE TRANSMITTAL, COLLECTION, STORAGE OR USE OF LOCATION DATA OF RS1 DATA, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE, EVEN IF RAVEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE

OF ANY REMEDY. IN NO EVENT SHALL RAVEN'S TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT FOR ALL DAMAGES EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00).

TERMINATION

9.1 TERMINATION BY EITHER PARTY. You may terminate this Agreement, for any or no reason, at any time, with notice to Raven at this address: Raven Industries Attn: Director of Ag Information 205 E. 6th Street Sioux Falls, SD 57104 This notice will be effective upon receipt by Raven of your notice. Raven may terminate the Agreement for any reason or no reason, at any time, with or without notice. This termination will be effective immediately upon transmission to the last known e-mail address that Raven has for you in its records.

9.2 Effect of Termination. Upon the termination of this Agreement, your User Account will be disabled and you will no longer have access to the Content or the Service directly, or via a 3rd party application that may store an Access Key issued through your account.

9.3 Survival. The following sections (including all sub-sections) will survive any termination of this Agreement: Sections 3.1 (Ownership), 5.1.3 (Third Party Links and Applications), 5.2 (Disclosure of User Information), 7 (Driver Obligations, Release, and Indemnity), 8.1 (Disclaimer of Warranties), 8.2 (Limitation of Liability), 9.3 (Survival), 9.4 (Remedies), and 10 (Miscellaneous).

9.4 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.

MISCELLANEOUS

10.1 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 Service, constitutes the entire agreement between you and Raven regarding the Service. If, through accessing or using the 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.

10.2 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 THIS AGREEMENT OR YOUR USE OF THE API OR THE SERVICE. Notwithstanding this, you agree that Raven shall still be

allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any applicable jurisdiction.

10.3 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.

10.4 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 the Raven Service, or otherwise under this Agreement 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.

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

10.6 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 the assigning Party's obligations under this Agreement.

10.7 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 Service or any other Raven products and services to any person.