

RAWHIDE INTEL SERVICES INC.

Rawhide Team Program Agreement

Rawhide Intel Services Inc. (“RIS”) is a Wyoming corporation with U.S. offices in both Wyoming and Ohio. RIS provides data transformation for digital images combined with machine learning to provide information on all defining and accompanying attributes of client assets. RIS also utilizes artificial intelligent analysis of large data combined with human engineering protocols to generate actionable information and reports for both management control and maintenance of the assets. RIS works closely in conjunction with their Indian partner, KGISL, to provide these client services.

_____ (“TP” provides and conducts drone services to customers operating as a corporation or business entity established under the laws of the State of _____ with a principle office located in the State of _____. TP operates in accordance with all Federal, State, and local laws, rules, and regulations and has obtained all necessary licenses and insurance. TP desires to become part of the RIS Team Program effective the date this agreement is executed by both parties which offers an independent contractor relationship for drone service providers. The following terms and conditions shall apply:

1. RIS and TP are independent contractors with the mutual understanding that nothing in this agreement establishes any other type of relationship including joint venture, partnership, or master servant.
2. This agreement may be terminated by either party at any time for any reason or no reason. Any financial or confidentiality obligations due either party for previous work performed will survive such termination. In the event that either party is actively engaged in a project covered by this agreement, the termination will be delayed until the completion of the project but in no case longer than thirty days.
3. RIS will include the name of TP on its website designating it as a preferred Drone Team Partner and TP will include a reference and link to RIS as the primary source for image analysis and analytics.
4. If RIS contracts with TP to provide drone services for an RIS client, the rate to be charged by TP for such services will be provided in advance and reflect a competitive corporate rate and all intellectual property developed in the project will be owned by RIS.
5. If an RIS client contracts directly with TP to provide drone services, TP will charge the client the appropriate competitive rate and intellectual property rights will remain with the party responsible for creating the rights except that all derivative data and property rights adhere and belong to RIS.
6. If a TP client contracts directly with RIS for intel services, RIS will charge the client the appropriate competitive rate and pay to TP a fee based upon the current published Team fee sharing rate. If no such rate structure has been published, the default rate will be 10% of the revenues collected by RIS. All intellectual property rights will remain with the party responsible for creating the rights except that all derivative data and property rights adhere and belong to RIS.

7. If TP contracts with RIS to provide intel services for a TP client under a “white label”, the rate charged for such services will be provided in advance by RIS and reflect a competitive corporate rate. All intellectual property rights to the work product will be owned by TP except that derivative data and property rights adhere and belong to RIS.
8. RIS and TP will **NOT** hold themselves out as a representative or agent of the other party.
9. In the event of any question as to the ownership status of a client, the party claiming classification as owner must have documented evidence to significant contacts with the client decision maker regarding the project within the prior sixty days. If the status of client ownership remains in question, RIS acting alone in good faith will make a final decision regarding resolution of the matter.
10. Any disputes under this agreement will be **exclusively** resolved by mandatory arbitration to be conducted either in Cheyenne, Wyoming or Toledo, Ohio under the rules of the American Arbitration Association. The choice of laws will be Wyoming but the choice of venue between the two locations will be the decision of TP.
11. The terms in this agreement reflect the total understanding, representations, and promises made by the parties.
- 12. LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR DAMAGES IN EXCESS OF THE PAYMENT FOR SERVICES PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, DELAYS, LOST PROFITS OR LOST SAVINGS ARISING OUT OF ANY BREACH OF WARRANTY OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT.**

The undersigned parties agree to the terms and conditions contained in this agreement. All parties represent and warrant that the signatories have the authority to sign this agreement on behalf of the entity listed as the TP. This agreement may be signed in separate parts.

Agreed to:

Rawhide Intel Services Inc. (RIS)

Name

Date

Team Partner (TP)

Name

Date