



RAPTOR[®]
TECHNOLOGIES

THE **GOLD STANDARD** IN SCHOOL SAFETY



PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT
EFFECTIVE DATE: 9/1/2022
INITIAL TERM: 36 months

This Purchase and Subscription Services Agreement (the "Subscription Agreement") is made effective as of the Effective Date set forth above and is by and between Raptor Technologies, LLC, having offices at 2900 North Loop W, Suite 900, Houston, Texas 77092 ("**Raptor**"), and Big Walnut Local School District, having office at 110 Tippet Ct, Sunbury, OH 43074 ("**Customer**"). This Subscription Agreement, the Terms (defined below), all Invoices and all other exhibits, schedules and terms and conditions referenced by or in this Subscription Agreement and the Terms together constitute the "Agreement" and govern the relationship between the Parties with respect to any Raptor Services. Each of Raptor and Customer are referred to as a "**Party**" and collectively as the "Parties." In consideration of the mutual covenants and conditions set forth below, Raptor and Customer agree as follows:

"**Terms**" means the Raptor Technologies, LLC Purchase and Subscription Services Agreement Terms and Conditions in effect as of the time of execution of this Subscription Agreement, a copy of which can be found at <https://raptortech.com/wp-content/uploads/2022/05/Raptor-Online-Terms-and-Conditions-Form-May-2022.pdf>.

Access Grant to Raptor Services. Subject to Customer's compliance with the terms and conditions contained in this Agreement, Raptor grants to Customer a non-exclusive, non-transferable, non-sublicenseable, revocable right to allow Customer to access and use the Raptor Platform and Annual Subscription Services during the Term (as defined in Section 5.2 (Renewal Terms) of the Terms) as set forth in the attached quote.

Fees. Customer will pay to Raptor the fees which may include the Annual Software Access Fee and Annual Subscription Services Fees ("Annual Subscription Fees") and one-time purchases of equipment, supplies and services as set forth in the attached Quote and on an invoice during the Term. For an annual subscription billing during the Term, the Annual Subscription Fee may be increased from the previous annual period by the higher of the change in the CPI Index for the preceding 12 months or five percent (5%).

Payment Terms. Fees are due and payable within 30 (thirty) days of Customer's receipt of the applicable Invoice. All amounts payable by Customer to Raptor hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Raptor. Customer will provide Raptor its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional Taxes at any time, Customer and not Raptor will be solely responsible for payment of such additional Taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Customer will not withhold any Taxes from any amounts due Raptor. Should Customer be required under any applicable law or regulation, to withhold or deduct any portion of the payments due to Raptor hereunder, then the sum due to Raptor will be increased by the amount necessary to yield to Raptor an amount equal to the sum Raptor would have received had no withholdings or deductions been made.

Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the Terms, prior to the execution of this Subscription Agreement. Unless otherwise specified, capitalized terms in this Subscription Agreement have the same meaning as those in the Terms.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

RAPTOR TECHNOLOGIES, LLC

Big Walnut Local School District

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Quote #: Q-67892-1
Date: 8/30/2022 12:34 PM
Expires On: 9/29/2022
Federal Tax ID #: 45-4914152

To:
 Big Walnut Local School District
 110 Tippet Ct
 Sunbury, OH 43074
 United States

From:
 Vanessa Hidalgo
 vhidalgo@raptortech.com

Subscription Term: 36 Months **Billing Frequency:** Annual

PRODUCT	DESCRIPTION	UNIT PRICE	UNIT DISC	QTY	TOTAL YEAR-1 PRICE
Raptor Visitor Management	Annual Software Access Fee (per site license). Renewal fee is due on the anniversary month of purchase. Raptor technical support is included.	USD 625.00	USD 0.00	8	USD 5,000.00
Implementation Fee	One-time fee for implementation (per location).	USD 350.00	USD 350.00	8	USD 0.00
Remote Training	Remote web and phone-based training.	USD 1,000.00	USD 1,000.00	1	USD 0.00
CR5400 ID Scanner	ID scanner for state issued identification cards – 2 year limited warranty.	USD 600.00	USD 0.00	8	USD 4,800.00
Raptor Printer (Dymo 550 Label Printer)	Printer for either visitor badges or student tardy passes – 2 year limited warranty	USD 160.00	USD 0.00	8	USD 1,280.00
Raptor Visitor Badges (White) Box (Dymo 550)	Raptor visitor badges (4 rolls/300 badges per roll). Quality guaranteed for one (1) year after purchase date.	USD 50.00	USD 0.00	8	USD 400.00
Shipping and Handling Fee	Required on all new orders.	USD 36.00	USD 0.00	8	USD 288.00
Raptor Emergency Management	Raptor Emergency Management Suite Annual Access Fee (per site license). Includes Raptor Alert, Raptor Link, Drill Manager, Accountability and Reunification. Renewal Fee is due on the anniversary month of purchase. Raptor technical support is included.	USD 1,800.00	USD 0.00	8	USD 14,400.00
Emergency Management Implementation	One-time implementation fee (per site license).	USD 350.00	USD 0.00	8	USD 2,800.00
Emergency Management Basic Training	Remote Training for Emergency Management.	USD 2,500.00	USD 0.00	1	USD 2,500.00
SUBTOTAL:					USD 35,268.00
DISCOUNT:					USD 3,800.00
TOTAL:					USD 31,468.00

RECURRING COSTS IN THIS QUOTE: USD 19,400.00

Quote Notes:
 The Dymo 450 Printer has been discontinued and replaced by the Dymo 550 Printer.

You may sign electronically; or you may print, sign and scan all pages of the document and email to vhidalgo@raptortech.com or fax to 713-880-2577.

Issuing a purchase order for payment? Please email to vhidalgo@raptortech.com.

Remit check payments to: Dept. 141, P.O. Box 4458, Houston, TX 77210-4458.

For any other questions, email accounting@raptortech.com.

To order additional or replacement equipment and supplies with a credit card, visit <http://www.shop.raptortech.com>.

