



PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT
EFFECTIVE DATE: 8/1/2025
INITIAL TERM: 12 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, its subsidiaries, or affiliated entities (collectively referred to as "Raptor"), having offices at 2900 North Loop W, Suite 900, Houston, Texas 77092, and Lincolnwood School District ("Customer") having offices at 6950 N. East Prairie Road, Lincolnwood, IL 60712.

Each of Raptor and Customer are referred to as a "Party" and collectively as the "Parties".

Capitalized terms used in this Subscription Agreement but not otherwise defined in this Subscription Agreement have the meanings set forth in the General Terms (defined below).

In consideration of the mutual covenants and conditions set forth below, Raptor and Customer agree as follows:

"Terms" means the subscription Agreement General Terms and Conditions, a copy of which can be found at

https://raptortech.com/Raptor_Technologies_General_Terms_and_Conditions.pdf

(the "General Terms") and the Subscription Agreement Service-Specific Terms and Conditions, a copy of which can be found at

https://raptortech.com/Raptor_Technologies_Service_Specific_Terms.pdf

Access Grant to Raptor Technology. Subject to Customer's compliance with the Agreement, Raptor grants to Customer a non-exclusive, non-transferable, non-sublicenseable, revocable right to access the Raptor Platform for the purpose of using the Raptor Technology purchased during the applicable Term purchased under this Subscription Agreement.

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%).

This transaction is not a GSA Schedule sale unless otherwise specified in the Quote or on the Invoice.

Payment Terms.

Fees are due and payable within Net 30 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.

Customer acknowledges and agrees that it has reviewed the Subscription Agreement, the Terms and all documents comprising the Agreement, prior to the execution of this subscription Agreement.

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

RAPTOR TECHNOLOGIES, LLC

Lincolnwood School District

Signed:  Melissa Pearson

Signed: _____

Name: Melissa Pearson

Name: _____

Title: General Counsel

Title: _____

Date: 7/7/2025

Date: _____



Quote #: Q-102232-1
Effective Date: 8/1/2025
Date: 1/6/2025 9:39 AM
Expires On: 8/31/2025
Payment Terms: Net 30
Federal Tax ID #: 45-4914152

To:
Lincolnwood School District
6950 N. East Prairie Road
Lincolnwood, IL 60712
United States

From:
Jamie Sims-Prewitt
jprewitt@raptortech.com

Subscription Term: 12 Months Billing Frequency: Prorated

One-time Costs

PRODUCT	DESCRIPTION	UNIT PRICE	QTY	RECURRING COSTS	PRORATED COSTS
Visitor Management Brother Printer	Brother Label Printer	USD 250.00	4	USD 0.00	USD 1,000.00
QL 3-Pack Label Rolls	Brother Printer Badge Rolls - 3-pack	USD 95.00	4	USD 0.00	USD 380.00
Shipping and Handling Fee	Required on all new orders.	USD 44.00	4	USD 0.00	USD 176.00
One-time Costs SUBTOTAL:					USD 1,556.00
One-time Costs TOTAL:					USD 1,556.00

Raptor Recurring Costs

PRODUCT	DESCRIPTION	UNIT PRICE	QTY	RECURRING COSTS	PRORATED COSTS
Tablet License	Raptor VisitorSafe Tablet License Annual Per Site. Requires an active subscription to VisitorSafe.	USD 299.00	4	USD 1,196.00	USD 598.00
Raptor Recurring Costs SUBTOTAL:					USD 598.00
Raptor Recurring Costs TOTAL:					USD 598.00

SUBTOTAL: USD 2,154.00	
TOTAL: USD 2,154.00	

RECURRING COSTS IN THIS QUOTE: USD 1,196.00

Quote Notes:
Quote prorated from 8/1/2025 - 1/31/2026 to align with renewal.
Subscription Term: 6 months
Promo Term: months
Total Initial Term: 12 months

NEW CUSTOMERS MUST SIGN A SUBSCRIPTION AGREEMENT TO COMPLETE THEIR PURCHASE.

Existing customers, by submitting a Purchase Order or making a payment based on a quote for additional or new products or services agree to the terms in the quote, the terms available at [https://raptortech.com/Raptor Technologies General Terms and Conditions.pdf](https://raptortech.com/Raptor_Technologies_General_Terms_and_Conditions.pdf), and any active agreements with Raptor Technologies, LLC or its purchasing cooperatives at the time of the Purchase Order or payment.

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

Upon signature, you will be re-directed and have the option to pay online with Stripe Secure Payments or use the link below to pay within the forthcoming fully executed agreement.
https://paylink.blackthorn.io/3bLT-w9yj28Xd4FGtohskLHjxnPSxW8Q1tnTAXpg2oIPGxVkwOIR-FdsE9nrpczSB_2ndxDOZrdymG_3xl8RpA

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

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

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

To order additional or replacement equipment and supplies with a credit card, visit www.shop.raptortech.com.