

## AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND RAPTOR TECHNOLOGIES, LLC

This Amendment is entered into as of January 12, 2023, by and between the Board of Education of Lincolnwood School District No. 74 ("School District") and Raptor Technologies, LLC ("Raptor") pursuant to the Purchase and Subscription Services Agreement, effective date February 1, 2023, the Purchase and Subscription Services Agreement Terms and Conditions referenced therein, and Quote # Q6846 (collectively, the "Agreement"), and shall continue in force for any extensions of the Agreement or subsequent renewals, quotes, order forms, or services agreements, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. In the event that Raptor modifies or amends the Agreement (see <https://raptortech.com/wp-content/uploads/2022/05/Raptor-Online-Terms-and-Conditions-Form-May-2022.pdf>) the terms of this Amendment will prevail if in conflict.
2. **Auto-Renewal.** The term of the Agreement between the parties shall not automatically renew. The Agreement will expire unless the School District provides notice of renewal at least sixty (60) days prior to the expiration of the initial term. If School District provides such renewal notice, the Agreement will be renewed at the then current Annual Subscription Service Fee(s).
3. **FOIA/OMA.** School District shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to and will not be required to notify Raptor prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Raptor acknowledges and agrees that the Agreement and pricing is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.
4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions. Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois. Raptor hereby agrees to this exclusive venue, to personal jurisdiction of this court, and to service of process in accordance with its rules of civil procedure, and Raptor waives any objection that this venue is not convenient. Any references to binding arbitration shall be deleted from the Agreement.
5. **Compliance with All Laws.** Raptor shall maintain all data in accordance with applicable federal and Illinois laws. Based on the School District's current license and usage of Raptor Visitor Management, the parties agree that this Agreement is not covered under the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*) (herein "SOPPA"). In the event of any changes to the School District's license or usage or any

amendments to SOPPA, the parties acknowledge that an additional contract amendment governing SOPPA compliance may be required by law.

6. **Insurance and Indemnification.** During the term of this Agreement and any renewal thereof, Raptor shall maintain a cyber-liability insurance policy insuring against data breaches. School District shall be named as an additional insured on such policy. Raptor shall indemnify and defend School District, and its individual Board members, officers, employees, agents, and successors against third-party claims, charges, causes of action, and liability of any kind, including but not limited to attorney's fees, arising directly and specifically from any security or privacy breach as a result of negligent or intentional acts or omissions of Raptor and Raptor's limitation of liability to School District in this regard, shall be equal to the limits available under the cyber-liability insurance policy described above. In case of any breach, within the most expedient time possible and without unreasonable delay, but no later than 30 calendar days after the determination that a breach has occurred, Raptor shall notify the Superintendent of Schools of any breach of School District or student information.


7. **Authority to Execute.** Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

**WHEREAS**, this Amendment and its terms and conditions are agreed upon by the Parties on the date set forth above.

**BOARD OF EDUCATION OF  
LINCOLNWOOD SCHOOL DISTRICT 74**

**RAPTOR TECHNOLOGIES, LLC**

By: \_\_\_\_\_

By:   
Don Schad

Its: \_\_\_\_\_

Its: CFO \_\_\_\_\_

Date: \_\_\_\_\_

Date: 12/5/2022