



PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT

EFFECTIVE DATE: 02/01/2023

RENEWAL TERM: 12 Months (02/01/23— 01/31/24)

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, TX 77092 (“Raptor”), and Lincolnwood School District having offices at 6950 N. East Prairie Rd., Lincolnwood, IL 60712 (“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-sublicensable, 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 quote.

Fees. Customer will pay Raptor the fees for the Annual Software Access fees and Annual Subscription Services Fees (“Annual Subscription Fee(s)”) as set forth on the attached Quote and on the Invoice(s) during the Term. For an annual subscription billing during the Term, the Annual Subscription Fee(s) 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%).

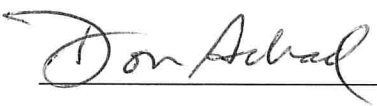
Payment Terms. Fees are due and payable within 30 (thirty) days of Customer’s receipt of the applicable Invoice. All amounts payable by Customer to Raptor hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively “Taxes”). Customer will be solely responsible 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

LINCOLNWOOD SCHOOL DISTRICT

Signed: 

Signed: _____

Name: Don Schad

Name: _____

Title: CFO

Title: _____

Date: 12/5/2022

Date: _____



Quote

Raptor Technologies, LLC
631 West 22nd Street
Houston TX 77008

Date 12/1/2022
Quote # Q6846
Expires 12/30/2022
Exp. Close 11/30/2022
Project

Bill To

Lincolnwood School District
Accounts Payable
6950 N. East Prairie Rd
Lincolnwood IL 60712

Item	Qty	Description	Rate	Amount
VM K-12 AF--\$625	5	Raptor Visitor Management Annual Access Fee Renewal term 2/1/2023 - 1/31/2024	625.00	3,125.00

Total \$3,125.00