

Terms Of Use

END USER LICENSE AGREEMENT (EULA)

THIS END USER LICENSE AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BY AND AMONG RAPTOR TECHNOLOGIES, LLC , (“RAPTOR”) AND BOTH YOU AND THE ENTITY THAT YOU REPRESENT (“CUSTOMER” OR “YOU”) SETTING FORTH THE LEGALLY BINDING TERMS AND CONDITIONS GOVERNING YOUR USE OF THE SERVICES (AS SUCH TERM IS DEFINED BELOW).

THIS AGREEMENT TAKES EFFECT UPON THE DATE WHEN YOU CLICK AN “I ACCEPT”, “OK”, OR “I AGREE” BUTTON OR OTHERWISE CLICK A CHECK BOX PRESENTED WITH THIS AGREEMENT INDICATING ACCEPTANCE, OR UPON THE DATE THAT YOU FIRST ACCESS OR USE RAPTOR’S SOFTWARE SOLUTIONS INCLUDING BUT NOT LIMITED TO VISITOR MANAGEMENT, VOLUNTEER MANAGEMENT, AND EMERGENCY MANAGEMENT (THE “SERVICES”) AFTER YOU HAVE BEEN PRESENTED WITH THESE TERMS.

YOU HEREBY REPRESENT TO RAPTOR THAT: YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS; YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT AND ITS TERMS AND CONDITIONS; YOU AGREE TO BE BOUND LEGALLY BY THIS AGREEMENT, AND UPON ENTRANCE INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT AND AGREE THAT BOTH YOU AND SUCH ENTITY WILL BE SO BOUND LEGALLY BY THE AGREEMENT; YOU WILL NOT, AND WILL NOT ALLOW ANY THIRD PARTY TO, USE THE SERVICES TO DIRECTLY OR INDIRECTLY, DEVELOP OR IMPROVE A SIMILAR OR COMPETING PRODUCT OR SERVICE, INCLUDING ANY USE FOR COMPETITIVE ANALYSIS, BENCHMARKING, OR MARKETING.

IF YOU DO NOT AGREE TO BE SO BOUND, OR DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN THIS AGREEMENT WILL IMMEDIATELY TERMINATE AND YOU MAY NOT USE THE SERVICES.

Raptor and Customer are referred to as the “Parties” and each may be referred to as a “Party.”

In consideration for the mutual covenants and promises set forth herein, the Parties hereby agree as follows:

1. Definitions.

1.1. “Customer Data” means any of your data that is provided by you to Raptor (including through the Services).

1.2. “Raptor Property” means the software (including all source code) used to provide the Services and all enhancements, updates, upgrades, corrections and modifications thereto; all intellectual property rights relating to the software or any Services; Raptor’s graphics, logos, names, designs, page headers, button icons, scripts, and service names; the “look” and “feel” of the Services including any graphical user interfaces and user portals (including color combinations, button shapes, layout, design and all other graphical elements); and Raptor’s API definitions and documentation, data integration interfaces and protocols.

2. Services.

2.1. License Grant. Raptor provides to you a limited, non-assignable, non-transferrable, non-sublicensable, non-exclusive license to use the Services in accordance with the terms of this Agreement. This Agreement permits you to use and access the Services from the Internet or through an online network. You may print and download materials and information from the Services solely for your use, provided that all such copies contain all copyright and other applicable notices contained in such materials and information. Your use of the Services will be subject to the obligations and restrictions regarding use of the Services as set forth in this Agreement.

2.2. Restrictions on Use. The foregoing license is limited. You may not use, copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license, sublicense, or commercially exploit any data provided by Raptor through the Services in a manner not expressly permitted by this Agreement. You will not and will not permit any of your employees or contractors acting on your behalf to: (i) use any Services in a manner that is inconsistent with the terms of this Agreement; (ii) modify, adapt, translate, copy, decompile, disassemble, or reverse engineer any portion of the underlying software to any Services; (iii) use, sell, lease or permit use of any portion of the Services for the benefit of any third party; (iv) interfere with or disrupt the operation of any Services provided to you or made available by Raptor to third parties; (v) transmit or make available in connection with any Services any denial of service attack, virus, worm, Trojan horse or other harmful code or activity; (vi) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures relating to any Services without the express written consent of Raptor; (vii) take any action that repeatedly imposes, or may repeatedly impose, in Raptor's reasonable opinion, an unreasonable or disproportionately large load on Raptor's infrastructure; (viii) submit, post or make available false, incomplete or misleading information to any Services, (ix) impersonate any other person or business, (x) violate the rights of any other party or infringe upon any intellectual property rights of a party or (xi) use any Services to violate any applicable law, regulation, or order.

3. Ownership of Property and Customer Data.

3.1. Use of Customer Data. Raptor may use Customer Data solely to provide Services.

3.2. Protection of Customer Data. Raptor will use commercially reasonable efforts to implement and maintain industry best-practice information security policies and processes (including technical, administrative and physical safeguards) that are designed to prevent unauthorized access to, or use or disclosure of, the Services or any Customer Data.

3.3. Rights to Customer Data. You own all right, title, and interest (including all intellectual property rights) in and to the Customer Data.

3.4. Raptor Property. This Agreement provides only a limited license to access and use the Services. Accordingly, you expressly acknowledge and agree that Raptor transfers no express or implied ownership or intellectual property interest or title in and to the Services, and hereby agree that Raptor owns all right, title and interest (including all intellectual property rights) in and to the Raptor Property. You may use Raptor Property solely in connection with the Services and will return or destroy Raptor Property at Raptor's request.

4. Representations and Warranties.

4.1. Representations and Warranties. Each party represents and warrants to the other that (i) it has full right and power to enter into and perform under this Agreement, without any third-party consents or conflicts with any other agreement; (ii) its use or provision, as applicable, of the Services is in compliance with all applicable laws, regulations, and orders, including those relating to privacy and data protection; (iii) its use or provision, as applicable, of the Services does not and will not infringe, violate, or misappropriate the intellectual property rights of any third party; and (iv) there are no pending or threatened claims pertaining to such party's ability to use or provide the Services or any similar service, or that would prevent such party from fulfilling its obligations under the Agreement.

4.2. Warranty Disclaimer. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN SECTION 4.1, RAPTOR EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Disclaimer.

Raptor disclaims and Customer assumes all responsibility for determinations of an individual's registered sex offender status or custom alert status based on the information conveyed in connection with the Services. Customer is solely responsible for such determinations and understands that information provided by Raptor is not intended to substitute for the determinations made by Customer and Customer's employees and contractors.

6. Suspension of Services.

In the event that Raptor believes in good faith that it is necessary to suspend the Services in order to: a) protect Customer Data or your use of the Services from disruption or harm (e.g. malicious traffic, unauthorized access by a third party), or b) protect the data of, or use of the Services by, other Raptor customers from disruption or harm (e.g. malicious traffic, unauthorized access by a third party), Raptor may suspend the Services in such situation in its sole discretion, and will use commercially reasonable efforts to notify you before such suspension occurs. In the event such prior notice by Raptor to you of the suspension of Services is not commercially feasible, then Raptor will notify you of any such suspension as soon as is commercially practicable. Raptor will use commercially reasonable efforts to mitigate the time the Services are suspended. Notwithstanding anything to the contrary herein, you will not be entitled to any refund or credit due to a good faith suspension of Services pursuant to this Section 6.

7. Vendor.

Raptor is a vendor, and not an employee, partner, agent, or joint venture partner of you. Each of you and Raptor are solely responsible and liable for its own income and employment taxes, insurance premiums and employment benefits. No employee of one party is eligible for any benefits (including stock options, health insurance or retirement benefits) provided by the other party to its employees.

8. Limitation of Liability.

NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH

PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES DUE TO BE PAID BY YOU TO RAPTOR UNDER THIS AGREEMENT (OR FOR THE CORRESPONDING PAID SERVICE) DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE UPON WHICH THE FIRST CLAIM AROSE. NO CAUSE OF ACTION UNDER ANY THEORY WHICH ACCRUED MORE THAN ONE (1) YEAR PRIOR TO FILING OF A COMPLAINT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED BY EITHER PARTY AGAINST THE OTHER PARTY. LIABILITY FOR (A) YOUR PAYMENT OF FEES TO RAPTOR UNDER THIS AGREEMENT (OR FOR A CORRESPONDING PAID SERVICE] AND (B) EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD SHALL NOT BE SUBJECT TO ANY LIMITS ON LIABILITY SET FORTH IN THIS SECTION 7.

9. Indemnification.

9.1. Indemnification by You. You will indemnify, defend and hold harmless Raptor and its affiliates (including its and their respective directors, officers, employees and agents) from and against any and all third party claims, demands, losses, costs, expenses, damages and liabilities (including reasonable attorneys' fees) ("Claims") relating to your breach of Section 2.2 of this Agreement.

9.2. Indemnification by Raptor. Raptor will indemnify, defend and hold harmless you and your affiliates (including its and their respective directors, officers, employees and agents) from and against any and all third party Claims that any of the Services, in the form provided by Raptor, constitutes a direct infringement or misappropriation of a patent claim, copyright, trademark or trade secret of such third party.

9.3. Indemnification Procedures. The indemnified party will give the indemnifying party prompt written notice of any Claim and will cooperate in relation to the Claim at the indemnifying party's expense. The indemnifying party will have the exclusive right to control and settle any Claim, except that the indemnifying party may not settle a Claim without the indemnified party's prior written consent if the settlement requires the indemnified party to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials). The indemnified party may participate in the defense of any Claim at its expense.

10. General.

10.1. Injunctive Relief. The Parties agree and acknowledge that any violation of Sections 2.2, 3.3 or 3.4 will cause irreparable harm and injury to the non-breaching Party and that, in addition to all other remedies that may be available in law or otherwise, the aggrieved Party will be entitled to seek equitable relief, including injunctive relief, against the threatened or actual breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages. The Parties waive any requirement for security or posting of a bond in connection with any such equitable remedy.

10.2. Governing Law; Jurisdiction. This Agreement will be deemed to have been made in, and will be construed pursuant to the laws of, the State of Texas without regard to conflicts of law provisions thereof. Any suit or proceeding arising out of or relating to this Agreement shall be commenced in a state or federal court in Harris County, Texas, and each party irrevocably submits to the jurisdiction and venue of such courts. EACH PARTY HEREBY WAIVES ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE AND AGREES TO EXCLUSIVE JURISDICTION AND VENUE IN TEXAS.

10.3. Non-Exclusive. Nothing herein prohibits Raptor from creating or offering the Services or entering into any similar agreement with any other party.

10.4. Amendment. Raptor may amend the terms and conditions of this Agreement at any time by reasonable notice, including without limitation by posting revised terms on its website, which amended terms and conditions will be binding upon you, except in the case of any material change to this Agreement. In the case of any material change to this Agreement, such amendment will become effective when you click an “I Accept”, “OK”, or “I Agree” button or otherwise click a check box indicating acceptance when presented with such amendment.