



PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT

EFFECTIVE DATE: 3/30/2022

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, having offices at 631 West 22nd Street, Houston, Texas 77008 ("Raptor"), and Boone County Schools, having office at 8330 US Highway 42, Florence, KY 41042 ("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/raptor-technologies-llc-terms-and-conditions-august-2020/>.

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 during the Term (as defined in Section 6.2 (Renewal Terms) of the Terms).

Fees. Customer will pay to Raptor the fees which may include the Annual Software Access Fee ("Annual Subscription Fee ") and one time purchases of equipment, supplies and services for the Raptor Services as set forth in the attached Quote and on the Invoice. The Annual Access Fee Fees may be increased from the previous annual period by no more than 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

Boone County Schools

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Quote #: Q-11546-1
Date: 3/30/2022 5:10 PM
Expires On: 4/29/2022
Federal Tax ID #: 45-4914152
GSA #: GS-07F-127BA
Buyboard #: 579-19

To:
 Boone County Schools
 8330 US Highway 42
 Florence, KY 41042
 United States

From:
 Gary Swearingen
 gswearingen@raptortech.com

Subscription Term: 12 Months **Billing Frequency:** Annual

PRODUCT	DESCRIPTION	NOTES	UNIT PRICE	UNIT DISC	QTY	TOTAL YEAR-1 PRICE
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. Special Offer: If a Reunification Training Exercise is completed jointly with Raptor within the first 12 months of the initial subscription term, customer may request a credit equivalent to two months of the total Raptor Emergency Management Suite Annual Software Access Fee be applied to their next software renewal.		USD 1,800.00	USD 0.00	27	USD 48,600.00
Emergency Management Implementation	One-time implementation fee (per site license).		USD 350.00	USD 0.00	27	USD 9,450.00
Emergency Management Onsite Training	Onsite Training for Emergency Management.	This discount is to assure the pricing matches the GSA award schedule for the Onsite training for Emergency Management, which is listed as \$275 per site.	USD 10,125.00	USD 2,700.00	1	USD 7,425.00
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.	Raptor had a price increase effective March 1st, however we have discounted to retain the pricing on the original quote from November. Cost savings = \$810.	USD 625.00	USD 30.00	27	USD 16,065.00
Raptor Contactless Sign In (Single Kiosk License)	Annual Software Access Fee Per Building for a single Kiosk License. Renewal fee is due on the anniversary month of purchase. Raptor technical support is included.	Discounted, resulting in a cost savings of \$5,400.	USD 200.00	USD 200.00	27	USD 0.00

PRODUCT	DESCRIPTION	NOTES	UNIT PRICE	UNIT DISC	QTY	TOTAL YEAR-1 PRICE
Implementation Fee	One-time fee for implementation (per location).	When Emergency Management is purchased with Visitor Management, we discount the implementation fee on VM to \$0, saving your district \$9,450.	USD 350.00	USD 350.00	27	USD 0.00
Remote Training	Remote web and phone-based training.	When Emergency Management is purchased with Visitor Management, we discount the training fee on VM to \$0, saving your district \$3,375.	USD 3,375.00	USD 3,375.00	1	USD 0.00
Raptor Visitor Badges (White) Box	Raptor visitor badges (4 rolls/300 badges per roll). Quality guaranteed for one (1) year after purchase date.		USD 50.00	USD 0.00	27	USD 1,350.00
Shipping and Handling Fee	Required on all new orders.		USD 36.00	USD 0.00	27	USD 972.00
SUBTOTAL:						USD 105,597.00
DISCOUNT:						USD 21,735.00
TOTAL:						USD 83,862.00

RECURRING COSTS IN THIS QUOTE: USD 64,665.00

Quote Notes:

- Quote based on implementing Visitor Management and Emergency Management in 27 school buildings in the district.
- The district will be able to reuse the existing visitor badge printer and 2D barcode scanner at each school building. As long as the PC's running your existing visitor management system are in good running condition, they should be able to be reused to run the Raptor Visitor Management system.
- Total discounts extended to Boone County Schools is \$19,035. Please refer to the line item notes in the quote body above which details the discounts, totaling \$19,035. This does not include the adjustment to the Emergency Management Onsite Training price, as that adjustment was to align with GSA schedule pricing.
- In addition, we are offering 14 months of service for the price of 12, which provides two months of Emergency Management and Visitor Management licensing at no charge while implementation is completed. This represents a cost savings of \$10,777 for your district!

***Total Savings Extended to Boone County Schools = \$29,812

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

Issuing a purchase order for payment? Please email to gswearingen@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 www.shop.raptortech.com.