



**PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT**  
**EFFECTIVE DATE:**  
**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 22<sup>nd</sup> Street, Houston, Texas 77008 ("**Raptor**"), and Warren County School District- PA, having office at 6820 Market St., Warren, PA 16345 ("**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**

**Warren County School District- PA**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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