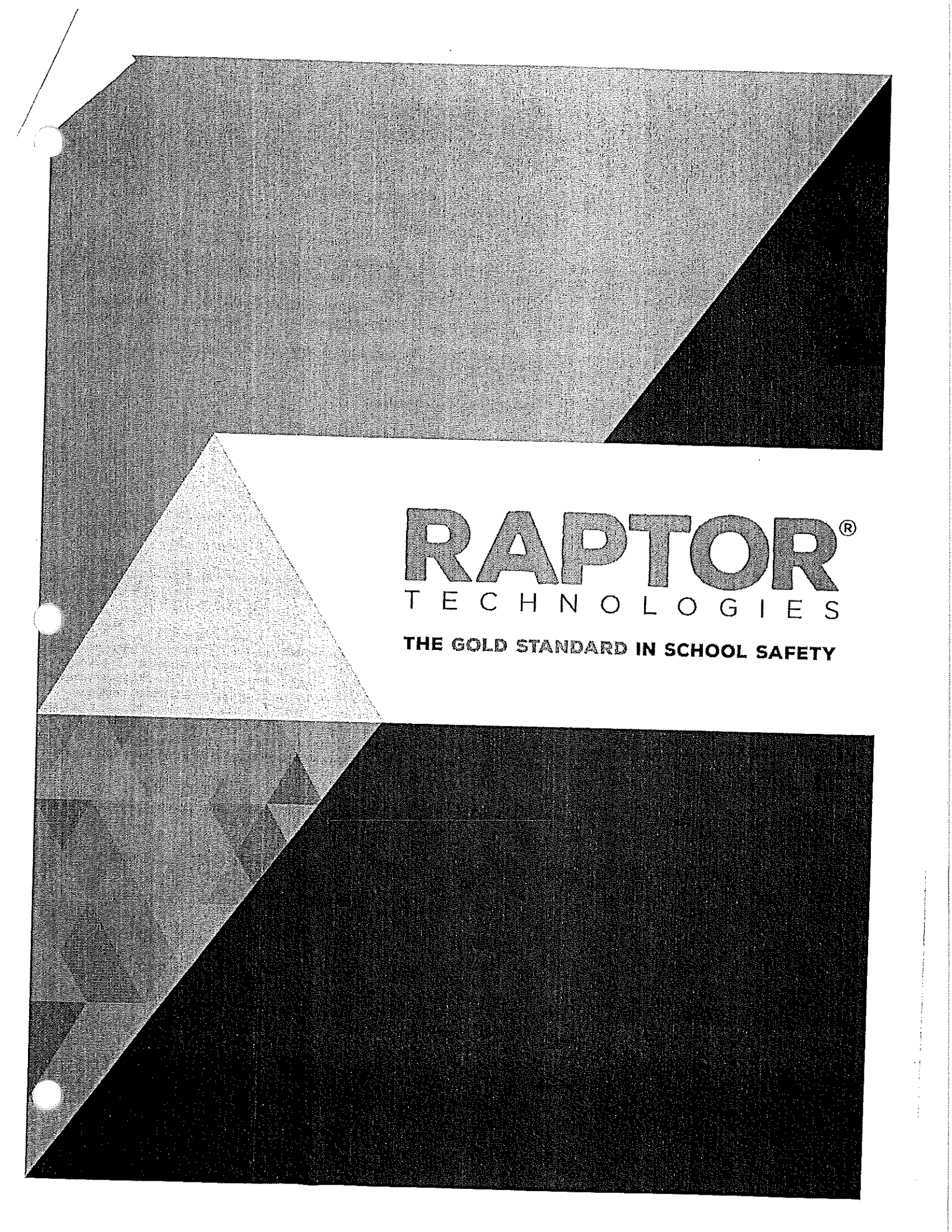


The background of the page is composed of several overlapping geometric shapes. A large, light gray triangle points downwards from the top left. A dark gray triangle points upwards from the bottom left. A white triangle points upwards from the bottom left, overlapping the dark gray one. A series of smaller, overlapping triangles in various shades of gray are visible in the lower left quadrant. Three white circles are positioned along the left edge of the page, resembling punch holes.

RAPTOR[®]

TECHNOLOGIES

THE GOLD STANDARD IN SCHOOL SAFETY



PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT
EFFECTIVE DATE: 5/1/2024
INITIAL TERM: 38 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 2900 North Loop W, Suite 900, Houston, Texas 77092 ("Raptor"), and Strongsville City School District, having office at 13200 Pearl Rd, Strongsville, OH 44136-3402 ("Customer").

Each of Raptor and Customer are referred to as a "Party" and collectively as the "Parties." The agreement between the Parties (the "Agreement") consists of this Subscription Agreement, the Terms (defined below), all invoices, and all other exhibits, schedules, and documentation referenced by or in this Subscription Agreement and the Terms.

Unless otherwise specified, capitalized terms in this Subscription Agreement have the same meanings as set forth in the Terms. In consideration of the mutual covenants and conditions set forth below, Raptor and Customer agree as follows:

"Terms" means the following documents in effect as of the Effective Date of this Agreement;

- i. Raptor Technologies, LLC General Terms and Conditions (<https://raptortech.com/wp-content/uploads/2022/05/Raptor-Online-Terms-and-Conditions-Form-May-2022.pdf>) and, if applicable;
- ii. SchoolPass Addendum – (<https://raptortech.com/2023-SchoolPass-Addendum.pdf>);
- iii. SchoolPass Hardware Policy – (<https://raptortech.com/SchoolPass-Hardware-Policies-10-27-2023.pdf>); and
- iv. Alertus® Terms and Conditions – (<https://www.raptortech.com/partner-agreements/Alertus-Terms-10-27-2023.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-sublicenseable, 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 attached quote.

Fees. Customer will pay to Raptor the fees which may include the Annual Software Access Fee and Annual Subscription Services Fees ("Annual Subscription Fees") and one-time purchases of equipment, supplies and services as set forth in the attached Quote and on an invoice during the Term. For an annual subscription billing during the Term, the Annual Subscription Fee 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%).

This transaction is not a GSA Schedule sale unless otherwise specified in the Quote or on the Invoice.

Payment Terms.

Fees are due and payable within sixty (60) 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.

Customer acknowledges and agrees that it has reviewed the Agreement, including without limitation, the applicable Terms, prior to the execution of this Subscription Agreement.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

RAPTOR TECHNOLOGIES, LLC

Signed: _____

Name: Dennis Deuberry

Title: CFO

Date: 5/13/2024

Strongsville City School District

Signed: _____

Name: Stephen Breckner

Title: Manager, Operations

Date: 5/13/2024



Quote #: Q-92638-1
Date: 5/1/2024 2:29 PM
Expires On: 5/31/2024
Federal Tax ID #: 45-4914152

To:
Strongsville City School District
13200 Pearl Rd
Strongsville, OH 44136-3402
United States

From:
Vanessa Hidalgo
vhidalgo@raptortech.com

Subscription Term: 38 Months Billing Frequency: Annual

PRODUCT	DESCRIPTION	UNIT PRICE	QTY	TOTAL YEAR-1 PRICE
Raptor VisitorSafe Suite Introductory Bundle	Raptor VisitorSafe Suite Annual Per Site License. Includes Raptor VisitorSafe, Tablet License, and Raptor EventSafe. Special Offer.	USD 0.00	9	USD 0.00
VisitorSafe License	Annual Software Access Fee (per site license). Renewal fee is due on the anniversary month of purchase. Raptor technical support is included.	USD 660.00	9	USD 5,940.00
Tablet License	Raptor VisitorSafe Tablet License Annual Per Site.	USD 299.00	9	USD 2,691.00
EventSafe	Raptor EventSafe Annual Per Site License.	USD 0.00	9	USD 0.00
Implementation Fee	One-time fee for implementation (per location).	USD 350.00	9	USD 3,150.00
Remote Training	Remote web and phone-based training.	USD 1,215.00	1	USD 1,215.00
SUBTOTAL:				USD 12,996.00
TOTAL:				USD 12,996.00

RECURRING COSTS IN THIS QUOTE: USD 8,631.00

Quote Notes:

2 promotional months added to contract for moving forward in May

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

Issuing a purchase order for payment? Please email to vhidalgo@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 <http://www.shop.raptortech.com>.