



**PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT**  
**EFFECTIVE DATE: 6/1/2025**  
**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, its subsidiaries, or affiliated entities (collectively referred to as "Raptor"), having offices at 2900 North Loop W, Suite 900, Houston, Texas 77092, and Portage Area School District ("Customer") having offices at 84 Mountain Ave, Portage, PA 15946.

Each of Raptor and Customer are referred to as a "Party" and collectively as the "Parties".

Capitalized terms used in this Subscription Agreement but not otherwise defined in this Subscription Agreement have the meanings set forth in the General Terms (defined below).

In consideration of the mutual covenants and conditions set forth below, Raptor and Customer agree as follows:

"Terms" means the subscription Agreement General Terms and Conditions, a copy of which can be found at

[https://raptortech.com/Raptor\\_Technologies\\_General\\_Terms\\_and\\_Conditions.pdf](https://raptortech.com/Raptor_Technologies_General_Terms_and_Conditions.pdf)

(the "General Terms") and the Subscription Agreement Service-Specific Terms and Conditions, a copy of which can be found at

[https://raptortech.com/Raptor\\_Technologies\\_Service\\_Specific\\_Terms.pdf](https://raptortech.com/Raptor_Technologies_Service_Specific_Terms.pdf)

**Access Grant to Raptor Technology.** Subject to Customer's compliance with the Agreement, Raptor grants to Customer a non-exclusive, non-transferable, non-sublicenseable, revocable right to access the Raptor Platform for the purpose of using the Raptor Technology purchased during the applicable Term purchased under this Subscription Agreement.

**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 Net 30 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 Subscription Agreement, the Terms and all documents comprising the Agreement, 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**

**Portage Area School District**

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

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

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

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

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

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

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

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



**Quote #:** Q-105094-1  
**Effective Date:** 6/1/2025  
**Date:** 3/14/2025 9:28 AM  
**Expires On:** 6/30/2025  
**Federal Tax ID #:** 45-4914152

**To:**  
 Portage Area School District  
 84 Mountain Ave  
 Portage, PA 15946  
 United States

**From:**  
 Jamie Sims-Prewitt  
 jprewitt@raptortech.com

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

## One-time Costs

PRODUCT	DESCRIPTION	UNIT PRICE	QTY	RECURRING COSTS	TOTAL
Implementation Fee	One-time fee for implementation (per location).	USD 350.00	2	USD 0.00	USD 700.00
Visitor Management Brother Printer	Brother Label Printer	USD 250.00	2	USD 0.00	USD 500.00
QL 3-Pack Label Rolls	Brother Printer Badge Rolls - 3-pack	USD 95.00	2	USD 0.00	USD 190.00
Remote Training	Remote web and phone-based training.	USD 290.00	1	USD 0.00	USD 290.00
Shipping and Handling Fee	Required on all new orders.	USD 44.00	2	USD 0.00	USD 88.00
CR5400 ID Scanner	ID scanner for state issued identification cards -- 2 year limited warranty.	USD 710.00	1	USD 0.00	USD 710.00
Apple iPad 10.2"	Apple 10.2-inch iPad Wi-Fi - 9th Generation	USD 389.99	1	USD 0.00	USD 389.99
Universal Tablet Stand		USD 61.00	1	USD 0.00	USD 61.00
<b>One-time Costs SUBTOTAL:</b>					USD 2,928.99
<b>One-time Costs TOTAL:</b>					USD 2,928.99

## Raptor Recurring Costs

PRODUCT	DESCRIPTION	UNIT PRICE	QTY	RECURRING COSTS	TOTAL
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 695.00	2	USD 1,390.00	USD 1,390.00
Tablet License	Raptor VisitorSafe Tablet License Annual Per Site. Requires an active subscription to VisitorSafe.	USD 299.00	1	USD 299.00	USD 299.00
<b>Raptor Recurring Costs SUBTOTAL:</b>					USD 1,689.00
<b>Raptor Recurring Costs TOTAL:</b>					USD 1,689.00

	SUBTOTAL: USD 4,617.99
	TOTAL: USD 4,617.99

RECURRING COSTS IN THIS QUOTE: USD 1,689.00

Quote Notes:

**NEW CUSTOMERS MUST SIGN A SUBSCRIPTION AGREEMENT TO COMPLETE THEIR PURCHASE.**  
Existing customers, by submitting a Purchase Order or making a payment based on a quote for additional or new products or services agree to the terms in the quote, the terms available at [https://raptortech.com/Raptor Technologies General Terms and Conditions.pdf](https://raptortech.com/Raptor%20Technologies%20General%20Terms%20and%20Conditions.pdf), and any active agreements with Raptor Technologies, LLC or its purchasing cooperatives at the time of the Purchase Order or payment.

You may sign electronically; or you may print, sign and scan all pages of the document and email to [jprewitt@raptortech.com](mailto:jprewitt@raptortech.com) or fax to 713-880-2577.

Upon signature, you will be re-directed and have the option to pay online with Stripe Secure Payments or use the link below to pay within the forthcoming fully executed agreement.  
<https://paylink.blackthorn.io/0-OnrWQVvAPyML1c9U0zh6UYXyboP0fMZVh4JoYdBvKBIAtWklwvg5kJS2gkG6Pk6letjTwXbnvAH4Jvc8b8pQ>

Issuing a purchase order for payment? Please email to [jprewitt@raptortech.com](mailto:jprewitt@raptortech.com).

Remit check payments to: Dept. 141, P.O. Box 4458, Houston, TX 77210-4458.

For any other questions, email  
[jprewitt@raptortech.com](mailto:jprewitt@raptortech.com).

To order additional or replacement equipment and supplies with a credit card, visit [www.shop.raptortech.com](http://www.shop.raptortech.com).