



SUBSCRIPTION AGREEMENT

Your organization ("Subscriber") has requested access to the Raptor Technologies, LLC ("Raptor") Subscription Services. Please carefully review the following terms and conditions (this "Agreement"). By signing below, you represent that you have the power to bind Subscriber and Subscriber agrees to be bound by this Agreement as of the "Effective Date".

- 1. Subscription Services.** Subject to the terms and conditions of this Agreement, Raptor grants to Subscriber, and Subscriber accepts from Raptor, a limited, non-exclusive, non-sublicensable, non-transferable license to use the Subscription Services (a) in accordance with this Agreement (b) in the ordinary course of Subscriber's internal business and (c) in a manner that is in accordance with applicable laws. Raptor and Raptor's licensors are, and shall remain, the owners of all right, title, and interest in and to the Subscription Services, subject to the license granted to Subscriber in this Agreement. All rights not expressly granted to Subscriber in this Agreement remain rights of Raptor and Raptor's licensors.
- 2. Confidentiality.** "Confidential Information" is information relating to Subscription Services and Equipment provided under this Agreement including, without limitation, the components of intellectual property, designs, and any other information of Raptor of a secret, confidential, or proprietary nature. The Subscriber agrees that, except as expressly permitted herein, it will not use, directly or indirectly, for its own benefit or for the benefit of a third party, and that it will not disclose directly or indirectly, to a third party any of Raptor's Confidential Information without Raptor's prior written consent. Confidential Information does not include information which (a) becomes generally available to the public other than as a result of a disclosure by Subscriber or by disclosure of a party in violation of Raptor's rights, (b) was in Subscriber's rightful possession prior to receipt from Raptor, or (c) was rightfully disclosed to Subscriber by a third party without a violation of Raptor's rights.
- 3. Data Collection and Distribution.** Subscriber and its employees shall not disclose, or otherwise make public any individual's personally identifying information obtained through the Subscription Services except as required in the ordinary course of Subscriber's internal business or by applicable law.
- 4. Equipment.** Subscriber must provide Subscriber's own Internet access and equipment to use the Subscription Services. Such Subscriber-provided access and equipment must meet or exceed Raptor's then-current technical specifications.
- 5. Term, Fees, Terms of Payment.** The initial term of This Agreement shall be for one (1) year from the effective date of this Agreement. During the initial term, the Subscriber shall pay to Raptor the Annual Software Access Fee ("Annual Subscription Fee") per the Quote attached as Exhibit A annually in advance for each of Subscriber's campuses or place of business (a "Campus") that will utilize the Subscription Services for such year. Unless Subscriber provides written notice of its intent not to renew at the end of the initial term per Section 6, this Agreement will renew for a one (1) year term at the then current Annual Software Access Fee effective as of the first day of the new annual term. A Campus shall not use (or otherwise be entitled to use) the Subscription Services unless and until Subscriber has paid the Annual Subscription Fee for such Campus. If Subscriber is a tax-exempt entity, Subscriber shall make available to Raptor upon request all necessary information required to validate Subscriber's tax-exempt status.
- 6. Termination.** Subscriber may terminate this Agreement upon written notice to Raptor 60 days prior to the end of the then current term of this Agreement. Upon termination of this Agreement, (a) any and all amounts due to Raptor shall remain due and payable in accordance with the applicable payment terms and (b) all licenses granted to Subscriber by Raptor pursuant to this Agreement shall terminate at the end of Subscriber's pre-paid annual term. Sections 1, 2, 3, 6, and 7, shall survive termination of this Agreement.
- 7. Disclaimers.** (a) ANY THIRD PARTY INFORMATION MADE AVAILABLE WITHIN THE SUBSCRIPTION SERVICES IS PROVIDED TO SUBSCRIBER BY THIRD PARTIES. RAPTOR DOES NOT SCREEN, MONITOR, OR MODIFY THE THIRD PARTY INFORMATION AND DOES NOT GUARANTEE OR WARRANT THE ACCURACY, INTEGRITY, OR QUALITY OF THE THIRD PARTY INFORMATION.



(b) RAPTOR DISCLAIMS AND SUBSCRIBER 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 SUBSCRIPTION SERVICES. SUBSCRIBER IS SOLELY RESPONSIBLE FOR SUCH DETERMINATIONS AND UNDERSTANDS THAT INFORMATION PROVIDED BY RAPTOR IS NOT INTENDED TO SUBSTITUTE FOR THE DETERMINATIONS MADE BY SUBSCRIBER AND SUBSCRIBER'S EMPLOYEES AND CONTRACTORS.

8. **Miscellaneous.** This Agreement may be amended only pursuant to a written agreement between the Parties. All terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns. Raptor will not be in default of this Agreement for any performance failure caused by occurrences beyond Raptor's reasonable control (including, but not limited to, acts of God). This Agreement does not create any right enforceable by any person not a party. Nothing in this Agreement shall create the relationship of partners or principal-agent between the parties. Subscriber may not assign this Agreement without the prior written consent of Raptor. The waiver or failure of Raptor to exercise in any respect any right provided for under this Agreement shall not be deemed a waiver of any further right under this Agreement.

Address for Written Notice

Raptor Technologies, LLC
631 West 22nd Street
Houston, Texas 77008

IN WITNESS WHEREOF, your organization agrees to be bound by the terms of this Agreement, as evidenced by the signature of the organization's duly authorized representative below.

Subscriber

Name of District/School/Organization

Raptor Technologies, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Donald J. Schad

Title: _____

Title: Chief Financial Officer

Address: _____

Address: 631 W. 22nd St. Houston, Tx 77008

Effective Date _____