FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 270032
Number Assigned by Purchasing Dept.

CONTRACT REVIEW

BOARD MEETING DATE: 10/1/2026

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

☐ Must Have Board Approval over $100,000.00

Date Submitted: 9/3/2026	
Name of Contract Initiator: Tori Granese	Telephone #: 904-336-6547
School/Dept Submitting Contract: Family & Community Engagement	Cost Center # 9017
Vendor Name: Raptor	
Contract Title: Amendment 3 - EventSafe / VisitorSafe Tablet Annual License per site for 41 Schools	
Contract Type: New ☐ Renewal ☐ Amendment ☒ Extension ☐	Previous Year Contract # 270027, 270020, 260037, 250172, 250154, 250040
Contract Term: 4/1/2026 - 6/30/2027	Renewal Option(s): Auto Renew starts 7/1/2027 until Terminate in writing.
Contract Cost: $9,418.50 (this Contract 270032 Tablet Lic) + $126,490 (Contract 270027 Renewal) = Total Agreement Cost = $135,908.50	

☐ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line #____________________

Funding Source: Budget Line #____________________

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (*when applicable*):

______ Completed Contract Review Form
______ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
______ SIGNED Addendum A (if not an SBAO Template Contract) - ***When using the Addendum A, this Statement MUST BE included in the body of the Contract:***
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
______ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.
Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).
Workers' Compensation = $100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].
______ State of Florida Workers Comp Exemption (https://apps.fldfs.com/bocexempt/) (If Applicable)
______ Release and Hold Harmless (If Applicable)

RECEIVED
By bfstaefe at 4:19 pm, Sep 03, 2026

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department **REVIEWED** *By bfstaefe at 2:20 pm, Sep 14, 2026* **REVIEWED** *By bfstaefe at 4:20 pm, Sep 03, 2026*	FLDOE 6A-1.012 (12)(d) Single Source / FLDOE 6A-1.012 (14) Information Technology Adding 41 new licenses for use with iPad Tablets. District must have active VisitorSafe subscription for it to work. VisitorSafe renewed on Contract 270027.
School Board Attorney Review Date JPS 9/15	Legally sufficient.
Other Dept. as Necessary Review Date	
PENDING STATUS: ☐YES ☐NO	**IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**
FINAL STATUS	Tentatively Approved Pending Required Signatures

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o ________________ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of $100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than $100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of $50,000 or more, but less than $100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of $25,000 or more, but less than $50,000, shall be signed by the Superintendent, or an Assistant Superintendent, or a Chief Officer.
3. All approved contracts having a value of less than $25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or an Assistant Superintendent for their Division, or Chief Officer, or Director, or Supervisor, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or $50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4

IMPORTANT

Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Email: district9056@myoneclay.net. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator. Purchasing will save a digital copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.
Email: contractreview@myoneclay.net
The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.

If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the School Board Attorney's Office ("SBAO") webpage or call 904-336-6507
For assistance with insurance-related matters, please visit the Business Affairs - Risk Management webpage or call 904-336-6745
For assistance with District Purchasing, please visit the Business Affairs - Purchasing webpage or call 904-336-6736

AMENDMENT # 3 TO
CLAY COUNTY SCHOOL DISTRICT
PURCHASE AND SUBSCRIPTION SERVICE AGREEMENT
EFFECTIVE DATE: October 1, 2026

THIS AMENDMENT is made to and shall be included as part of the Purchase and Subscription Agreement (the "Agreement") effective September 1, 2024, by and between Clay County School District ("Customer") with a business address of 814 Walnut Street, Green Cove Springs, FL 32043 and Raptor Technologies, LLC ("Raptor") with a business address of 2900 North Loop West, Suite 900, Houston, TX 77092. Customer and Raptor shall be collectively referred to herein as "Parties" and individually as "Party".

WHEREAS, the parties previously entered into an Agreement and wish to amend the Agreement to amend their renewal term as set forth below in accordance with its terms and conditions.

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement, this Amendment, and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CONTRACT TERMS.** The Parties agree that the existing subscription term for EventSafe and Tablet Licenses services for Middleburg Elementary School are hereby amended from the original subscription term from April 1, 2026 – March 31, 2027, to July 1 – June 30. Following this amendment, the services shall renew annually on July 1, 2027, in accordance with the Agreement.

2. **ADDITIONAL LICENSES**. The Parties agree to add forty-one (41) additional Tablet Licenses effective October 1, 2026, through June 30, 2027. Following this amendment, the services shall renew annually on July 1, 2027, in accordance with the Agreement.

3. **PRORATED FEES.** In connection with the change to the subscription term above, Customer agrees to pay the following prorated fees covering nine (9) month period required to align the subscription terms with the new July 1, 2027 – June 30, 2028, renewal cycle. The prorated fees reflected in the Quote # Q133394-1 are attached hereto as Exhibit A-7 and incorporated herein by reference. Payment of the prorated invoices shall be due in accordance with the payment terms set forth in the Agreement.

4. **Opt-Out Right for Designated Locations.** Customer may opt out of its subscription to the Tablet License for up to forty-two (42) locations identified on Exhibit A-7, effective July 1, 2027, upon sixty (60) days' prior written notice to Raptor. Such opt-out shall not be deemed a breach or early termination of this Amendment, and Customer shall incur no early termination fee, penalty, or other charge as a result. Raptor's obligation to provide the Subscription, and Customer's payment obligation therefor, shall cease as to each Opt-Out Location as of that date, with all other terms of this Amendment remaining in full effect.

5. **FULL FORCE AND EFFECT.** Except as expressly amended, supplemented, or modified by this Amendment, the terms and conditions of the Agreement shall continue in full force and effect. 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 Addendum.

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

RAPTOR TECHNOLOGIES, LLC	**CLAY COUNTY SCHOOL DISTRICT**
Signed: Melissa Pearson (Sep 14, 2026 10:47:18 CDT)	Signed: ______________________

Name:	Melissa Pearson	Name:	Erin Skipper
Title:	General Counsel	Title:	School Board Chair
Date:	Sep 14, 2026	Date:	10/1/2026

;

Attachment A-7

RAPTOR TECHNOLOGIES
THE GOLD STANDARD IN SCHOOL SAFETY

Quote #:	Q-133394-1
Effective Date:	10/1/2026
Date:	8/12/2026 8:30 AM
Expires On:	10/22/2026
Payment Terms:	Net 30
Federal Tax ID #:	45-4914152

To:
Clay County School District
900 Walnut St
Green Cove Springs, FL 32043-3129
United States

From:
Daryl Deiters
ddeiters@raptortech.com

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

Raptor Recurring Costs

PRODUCT	DESCRIPTION	UNIT PRICE	QTY	PRORATED COSTS
EventSafe	Raptor EventSafe Annual Per Site License.	USD 0.00	42	USD 0.00
Tablet License	Raptor VisitorSafe Tablet License Annual Per Site. Requires an active subscription to VisitorSafe.	USD 299.00	42	USD 9,418.50
			Raptor Recurring Costs SUBTOTAL:	USD 9,418.50
			Raptor Recurring Costs TOTAL:	USD 9,418.50

SUBTOTAL:	USD 9,418.50
TOTAL:	USD 9,418.50

RECURRING COSTS IN THIS QUOTE: USD 12,558.00

Quote Notes:
Proposal is for adding tablet licenses at 42 schools.
Prorated Term: 9 months
Promo Term: months
Co-Term: 3 months
Total Initial Term: 12 months

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract 270027
Number Assigned by Purchasing Dept.

CONTRACT REVIEW

BOARD MEETING DATE: 10/1/2026

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

☐ Must Have Board Approval over $100,000.00

Date Submitted: 8/26/26

Name of Contract Initiator: M Boyack | Telephone #: x60101

School/Dept Submitting Contract: Safety & Security | Cost Center # 9022

Vendor Name: Raptor

Contract Title: Amendment 2 - Annual Renewal: Visitor Management, Volunteer Management, Drill Manager, Reunification & Accountability, Compliance & Success Program Level 1

Contract Type: New ☐ Renewal ☐ Amendment ☒ Extension ☐ Previous Year Contract #

Contract Term: 4/1/26 - 6/30/2027 | Renewal Option(s): Auto Renew starting 7/1/2027 until Terminate in writing.

Contract Cost: Annual Renewal $126,490

☐ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line #______________________________

Funding Source: Budget Line #______________________________

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (*when applicable*):

______ Completed Contract Review Form
______ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
______ SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, this Statement MUST BE included in the body of the Contract:** ***"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."***
______ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.
Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).
Workers' Compensation = $100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].
______ State of Florida Workers Comp Exemption (https://apps.fldfs.com/bocexempt/) (If Applicable)
______ Release and Hold Harmless (If Applicable)

RECEIVED
By bfstaefe at 3:56 pm, Aug 26, 2026

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department ***REVIEWED*** ***By bfstaefe at 4:02 pm, Aug 26, 2026*** Review Date	FLDOE 6A-1.012 (12)(d) Single Source / FLDOE 6A-1.012 (14) Information Technology Annual Renewal negotiated between Department & Vendor. This Amendment covers the Access Fee/License (5 items): Visitor Management, Volunteer Management, Emergency Management: Drill Manager, Reunification & Accountability, Compliance & Success Program Level 1 the Safety & Security Department orders via Purchase Order.
School Board Attorney JPS Review Date 9/2/26	Legally sufficient.
Other Dept. as Necessary Review Date	
PENDING STATUS: ☐YES ☐NO	**IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**
FINAL STATUS	Tentatively Approved Pending Required Signatures

This Amendment goes with the Master Contract that was scheduled to end 3/31/2025. It makes Attachment A-6 the most current Attachment & aligns all 5 products renewed by Safety & Security to end June 30, 2027.

RAPTOR TECHNOLOGIES

AMENDMENT # 2 TO
CLAY COUNTY SCHOOL DISTRICT
PURCHASE AND SUBSCRIPTION SERVICE AGREEMENT
EFFECTIVE DATE: April 1, 2026

THIS AMENDMENT is made to and shall be included as part of the Purchase and Subscription Agreement (the "Agreement") effective September, 1, 2024 , by and between Clay County School District ("Customer") with a business address of 814 Walnut Street, Green Cove Springs, FL 32043 and Raptor Technologies, LLC ("Raptor") with a business address of 2900 North Loop West, Suite 900, Houston, TX 77092. Customer and Raptor shall be collectively referred to herein as "Parties" and individually as "Party".

WHEREAS, the parties previously entered into an Agreement and wish to amend the Agreement to amend their renewal term as set forth below in accordance with its terms and conditions.

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement, this Amendment, and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CONTRACT TERMS.** The Parties agree that the existing subscription term for the Raptor Visitor Management, Volunteer Management, Emergency Management Drill Manager, Raptor Reunification & Accountability, and the Compliance and Success Program – Level 1 services are hereby amended from the original subscription term from April 1 – March 31 to July 1 – June 30. Following this amendment, the services shall renew annually on July 1, 2027, in accordance with the Agreement.

2. **PRORATED FEES.** In connection with the change to the subscription term above, Customer agrees to pay fees covering the fifteen (15) month period with three (3) months prorated from April 1, 2027 – June 30, 2027, as is required to align the subscription terms with the new July 1, 2027 – June 30, 2028, renewal cycle. The prorated fees reflected in the Quote # Q17739 attached hereto as Attachment A-6 and incorporated herein by reference. Payment of the prorated invoices shall be due in accordance with the payment terms set forth in the Agreement.

3. **FULL FORCE AND EFFECT.** Except as expressly amended, supplemented, or modified by this Amendment, the terms and conditions of the Agreement shall continue in full force and effect. 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 Amendment.

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

RAPTOR TECHNOLOGIES, LLC		**CLAY COUNTY SCHOOL DISTRICT**	
Signed:	Melissa Pearson (Sep 11, 2026 13:10:19 CDT)	Signed:	
Name:	Melissa Pearson	Name:	Erin Skipper
Title:	General Counsel	Title:	School Board Chair
Date:	Sep 11, 2026	Date:	10/1/2026

RAPTOR TECHNOLOGIES

Date	7/23/2026
Quote #	Q17739
Quote Expires	10/22/2026
Start Date	4/1/2026
End Date	6/30/2027

Quote

Bill To
Clay County Schools
Accounts Payable
814 Walnut Street
Green Cove Springs FL 32043

Ship To
Clay County Schools
Security/Facilities
900 Walnut Street
Green Cove Springs FL 32043

Description	Quantity	Rate	Amount
Raptor Visitor Management Annual Access Fee	42	$660.00	$27,720.00
One (1) Volunteer Management License	42	$470.00	$19,740.00
Raptor Emergency Management Drill Manager	42	$320.00	$13,440.00
One (1) Annual Raptor Emergency Management License-Reunification + Accountability	42	$700.00	$29,400.00
Annual Compliance and Success Program Level I	1	$10,892.00	$10,892.00
Raptor Visitor Management Annual Access Fee Additional 3 month proration (4/1/27-6/30/27)	42	$165.00	$6,930.00
One (1) Volunteer Management License - Additional 3 month proration (4/1/27-6/30/27)	42	$117.50	$4,935.00
Raptor Emergency Management Drill Manager Additional 3 month proration (4/1/27-6/30/27)	42	$80.00	$3,360.00
One (1) Annual Raptor Emergency Management License-Reunification + Accountability Additional 3 month proration (4/1/27-6/30/27)	42	$175.00	$7,350.00
Annual Compliance and Success Program Level I Additional 3 month proration (4/1/27-6/30/27)	1	$2,723.00	$2,723.00

Subtotal	$126,490.00
Tax Total	$0.00
Total	$126,490.00

Order Information:

To place order for equipment, please e-mail your purchase order to orders@raptortech.com or visit Raptor's online store, shop.raptortech.com to pay with Credit Card.

For renewal questions or to submit renewal purchase order, please e-mail renew@raptortech.com

If you would like to pay in advance of your renewal term, please remit checks to:

Raptor Technologies, LLC
Dept 141

Q17739

Date	7/23/2026
Quote #	Q17739
Quote Expires	10/22/2026
Start Date	4/1/2026
End Date	6/30/2027

PO Box 4458
Houston, TX 77210-4458

Please reference document number(s) on all check payments.

By accepting this renewal order by payment, submitting a purchase order or otherwise accessing our services, you agree that the services are governed by our standard terms and conditions, which can be found at: https://raptortech.com/Raptor_Technologies_General_Terms_and_Conditions.pdf. In the event of a conflict between these terms and any previously negotiated agreement, the negotiated terms shall prevail.

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 260037
Number Assigned by Purchasing Dept.

CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

☐ Must Have Board Approval over $100,000.00

Date Submitted: 09/16/25

Name of Contract Initiator: Becky Wilkerson **Telephone #:** 904-336-1875

School/Dept Submitting Contract: MBE **Cost Center #** 0271

Vendor Name: Raptor Technologies

Contract Title: Raptor EventSafe

Becky Wilkerson, Principal

Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract #

Contract Term: ~~1 Year~~ XXXXXXX (Effective Date 10/1/2025)-3/31/2026 **Renewal Option(s):** School issues P2606663 dated 2/25/2026 to renewl for 4/1/2026 - 3/31/2027

Contract Cost: ~~$688.00~~ XXXXXXX $488.67 prorated to cover December - March to align with Master Agreement.

☒ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # 100.7300.(369, 510, 642)0271.0000.0000.0000

Funding Source: Budget Line #

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (*when applicable*):

RECEIVED
By Elaine at 12:56 pm, Sep 18, 2025

______ Completed Contract Review Form

______ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

______ SIGNED Addendum A (If not an SBAO Template Contract)*

**This Statement MUST BE included in the body of the Contract:*
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

______ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.
Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).
Workers' Compensation = $100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

______ State of Florida Workers Comp Exemption (https://apps.fldfs.com/bocexempt/) (If Applicable)

______ COVID-19 Waiver (If Applicable)

______ Release and Hold Harmless (If Applicable)

****AREA BELOW FOR DISTRICT PERSONNEL ONLY****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department **REVIEWED** *By Bertha Staefe at 4:01 pm, Oct 15, 2025* **REVIEWED** *By Bertha Staefe at 1:24 pm, Sep 29, 2025*	Boyack confirmed we can add as Amendment (Attachment A-5) to our current contract. 9.30.2025 BFS email Vendor to send over the Amendment. 10/10/2025 Vendor emailed the Amendment adding Attachment A-5 to master contract. This Amendment goes with the Master Contract that will end 3/31/2025 so the cost was prorated to cover December - March. If School wants to renew for the next 12 month term it can be done the same time the master contract gets renewed by Safety & Security.
School Board Attorney JPS **Review Date** 10/24	See above comments, legally sufficient.
Other Dept. as Necessary **Review Date**	
PENDING STATUS: ☐YES ☐NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	

TENTATIVELY APPROVED

Pending Signatures

RAPTOR
TECHNOLOGIES

AMENDMENT # 1 TO
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
PURCHASE AND SUBSCRIPTION SERVICE AGREEMENT

EFFECTIVE DATE: 10/01/2025

THIS AMENDMENT is made to and shall be included as part of the Purchase and Subscription Agreement (the "Agreement") effective 09/01/2024 by and between The School Board of Clay County, Florida ("Customer") with a business address of 900 Walnut Street, Green Cove Springs, FL 32043 and Raptor Technologies, LLC ("Raptor") with a business address of 2900 North Loop West, Suite 900, Houston, TX 77092. Customer and Raptor shall be collectively referred to herein as "Parties" and individually as "Party".

WHEREAS, the parties wish to amend the Agreement dated 09/01/2024 in accordance with its terms and conditions.

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement. This Addendum, and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **ADDITIONAL SERVICES.** The parties agree to add additional product licenses for Middleburg Elementary School as outlined in the attached Quote Number Q-111208-1 dated 07/18/2025 and included herein as "Attachment A-5".

2. **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 Quote in Attachment A-5 and on the Invoice.

3. **TERM.** The parties agree that the initial term for the additional services shall be prorated from 10/01/2025 through the Agreement through 03/31/2026 and shall coincide with the term of the Amendment dated May, 2025 included herein.

4. **FULL FORCE AND EFFECT.** Except as expressly amended, supplemented, or modified by this Addendum, the terms and conditions of the Agreement shall continue in full force and effect. 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 Addendum.

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

RAPTOR TECHNOLOGIES, LLC		**SCHOOL BOARD OF CLAY COUNTY, FLORIDA**	
Signed:		Signed:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Purchase Order P2604006 was issued & Paid in full.

ATTACHMENT A-5

RAPTOR TECHNOLOGIES
THE GOLD STANDARD IN SCHOOL SAFETY

Quote #: Q-111821-1
Effective Date: 12/1/2025
Date: 8/4/2025 1:07 PM
Expires On: 11/30/2025
Payment Terms: Net 30
Federal Tax ID #: 45-4914152

To:
~~Swimming Pen Creek Elementary School~~ Middleburg Elementary P2604006
~~1630 Woodpecker Ln~~
Middleburg, FL 32068
United States

From:
Daryl Deiters
ddeiters@raptortech.com

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

One-time Costs

PRODUCT	DESCRIPTION	UNIT PRICE	QTY	PRORATED COSTS
Visitor Management Brother Printer	Brother Label Printer	USD 250.00	1	USD 250.00
QL 3-Pack Label Rolls	Brother Printer Badge Rolls - 3-pack	USD 95.00	1	USD 95.00
Shipping and Handling Fee	Required on all new orders.	USD 44.00	1	USD 44.00
			One-time Costs SUBTOTAL:	USD 389.00
			One-time Costs TOTAL:	USD 389.00

Raptor Recurring Costs

PRODUCT	DESCRIPTION	UNIT PRICE	QTY	PRORATED COSTS
EventSafe	Raptor EventSafe Annual Per Site License.	USD 0.00	1	USD 0.00
Tablet License	Raptor VisitorSafe Tablet License Annual Per Site. Requires an active subscription to VisitorSafe.	USD 299.00	1	USD 99.67
			Raptor Recurring Costs SUBTOTAL:	USD 99.67
			Raptor Recurring Costs TOTAL:	USD 99.67

SUBTOTAL:	USD 488.67
TOTAL:	USD 488.67

RECURRING COSTS IN THIS QUOTE: USD 299.00

Quote Notes:
Quote for Tablet license, event safe, and hardware.
Prorated Term: 4 months
Promo Term: months
Co-Term: 8 months
Total Initial Term: 12 months

~~TERMS AND CONDITIONS FOR NEW AND EXISTING CUSTOMERS:~~

~~By making a payment based on this Quote and/or submitting a Purchase Order for any products or services provided by Raptor Technologies, LLC (or any affiliate), the general terms available at https://raptortech.com/Raptor_Technologies_General_Terms_and_Conditions.pdf, including applicable additional terms linked or referenced therein (collectively, the "Terms"), shall apply to such products or services, unless: (a) the parties have otherwise entered into a separate agreement with terms applicable to the use of such products or services or (b) the parties are subject to a purchasing cooperative which includes terms applicable to the use and provision of such products and services. In the event of any doubt, the Terms shall govern. The Terms may be updated from time to time by Raptor.~~

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

~~Issuing a purchase order for payment? Please email to ddeiters@raptortech.com.~~

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

~~For any other questions, email ddeiters@raptortech.com.~~

~~To order additional or replacement equipment and supplies with a credit card, visit www.shop.raptortech.com.~~

PO# P2606663 dated 2/25/2026

Invoice

Date	4/1/2026
Invoice #	INV251290
Start Date	4/1/2026
End Date	3/31/2027

"Protect Every Child, Every School, Every Day"

Bill To
Middleburg Elementary
Accounts Payable
3958 Main Street
Middleburg FL 32068

PO Number	Terms	Due Date
2606663	Net 30	5/1/2026

Description	Start Date	End Date	Qty	Price	Amount
Raptor Tablet License Subscription	4/1/2026	3/31/2027	1	$313.96	$313.96
Raptor EventSafe Subscription	4/1/2026	3/31/2027	1	$0.00	$0.00

Tax Total	$0.00
Total	$313.96
Amount Paid	$0.00
Amount Due	$313.96

Click Here for Inquiries or to send Purchase Orders

Remit Checks to:

Raptor Technologies, LLC
Dept 141
PO Box 4458
Houston, TX 77210-4458

Please reference invoice number(s) on all check payments.

Pay Now

INV251290

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 250172

Number Assigned by Purchasing Dept.

CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

☐ Must Have Board Approval over $100,000.00

Date Submitted: 4/23/25

Name of Contract Initiator: M Boyack | Telephone #: x60101

School/Dept Submitting Contract: Safety & Security | Cost Center # 9022

Vendor Name: Raptor

Contract Title: Raptor Amendment to add Drill Manager License & Reunification & Accountability License

Contract Type: New ☐ Renewal ☐ Amendment ☐X Extension ☐ Previous Year Contract #

Contract Term: 5/1/25 - 3/31/26 | Renewal Option(s): Auto Renew, Terminate in writing

Contract Cost: $86,548.33 **+$19,234.74 (Contract 250040) +$48,510.00 (Contract 250154) = Total Agreement $154,293.07 + Annual Renewals**

☐ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line #______________________________________

Funding Source: Budget Line #______________________________________

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (*when applicable*):

RECEIVED
By Bertha Staefe at 2:44 pm, Apr 23, 2025

______ Completed Contract Review Form

______ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

______ SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, *this Statement MUST BE included in the body of the Contract:***

"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

______ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.

Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).

Workers' Compensation = $100,000 Minimum

[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

______ State of Florida Workers Comp Exemption (https://apps.fldfs.com/bocexempt/) (If Applicable)

______ Release and Hold Harmless (If Applicable)

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department **REVIEWED** *By Bertha Staefe at 2:51 pm, Apr 23, 2025* Review Date	FLDOE 6A-1.012 (12)(d) Single Source / FLDOE 6A-1.012 (14) Information Technology The original Attachment A-1 Quote was for 12 months for "Volunteer Management" but we only paid for 7 months on Attachment A-1 Invoice so we could amended Contract 250040 to include the renewal of "Visitor Management" that was under old Contract 160040. Amendment incorporates Attachment A-2 to Contract 250040 which now covers us for both "Volunteer & Visitor" for 12 months April - March. **This Amendment 2 is adding Drill Manager License, Reunification & Accountability License, RaptorLink. thus all Raptor Licenses will end 3/31/2026.**
School Board Attorney JPS Review Date 4/23	~~Amendment must have the attached quotes revised w/ Attachment A-3 & A-4 on them and strike-thorough removed.~~ Approved.
Other Dept. as Necessary Review Date	
PENDING STATUS: ☐YES ☐NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	**APPROVED** *By Bertha Staefe at 6:15 pm, May 08, 2025*

AMENDMENT TO
THE PURCHASE AND SUBSCRIPTION
SERVICES AGREEMENT

This Amendment to the Purchase and Subscription Services Agreement (hereafter "Agreement") between RAPTOR TECHNOLOGIES ("Contractor") and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA ("SBCC"), collectively referred to as "the Parties," which Agreement was entered into on September 1, 2024 by the Director of Safety & Security, Matthew Boyack then Amended on April 1, 2025 by the Superintendent, David Broskie, shall become effective on May 1, 2025, and shall serve to modify the Agreement as set forth herein.

WHEREAS, the need for the services of the Contractor have exceeded the needs previously set forth in the Agreement and the Amendment, and

WHEREAS, the Agreement as amended was for 42 Volunteer Management License and 42 Visitor Management License twelve (12) month term effective date of April 1, 2025 and ending, March 31, 2026, and

WHEREAS, the Parties wish to amend that certain Agreement to include additional product licenses as quoted in ATTACHMENT A-3 which document shall be incorporated via this amendment.

NOW THEREFORE, the Parties have mutually agreed to modify the terms of the original Agreement as follows:

1. The original ATTACHMENT A-1 and the previously Amended ATTACHMENT A-2 is amended to include ATTACHMENT A-3 and ATTACHMENT A-4.
2. This Amendment is to modify the addition of 42 Raptor Drill Manager License, 42 Raptor Reunification and Accountability License, 42 RaptorLink, 42 One-Time Implementation and Compliance and Success

Program Level 1 Professional Services for an initial eleven (11) month term effective date May 1, 2025 then align with the two (2) existing product Licenses end date of March 31, 2026.

3. All other terms and conditions of the original Agreement and the Amendment, together with all attachments and exhibits, shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF the parties by the execution of this Amendment by their authorized representatives below bind themselves to all terms of this Amendment to the Agreement and to the remaining unmodified terms of the Agreement.

AS TO RAPTOR TECHNOLOGIES, LLC

By: M. Pearson

Print Name: Melissa Pearson

Title: General Counsel

Date: 05/02/2025

AS TO THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: David Broskie

Print Name: David Broskie

Title: Superintendent

Date: 5/8/2025

ATTACHMENT A-3

RAPTOR TECHNOLOGIES
THE GOLD STANDARD IN SCHOOL SAFETY

Quote #: Q-106672-1
Effective Date: 5/1/2025
Date: 4/16/2025 2:03 PM
Expires On: 5/31/2025
Federal Tax ID #: 45-4914152
Contract #: GS-07F0127BA

To:
Clay County School District
900 Walnut St
Green Cove Springs, FL 32043-3129
United States

From:
Daryl Deiters
ddeiters@raptortech.com

Subscription Term: 11 Months **Billing Frequency:** Prorated

One-time Costs

PRODUCT	DESCRIPTION	UNIT PRICE	QTY	PRORATED COSTS
Emergency Management Implementation	One-time implementation fee (per site license).	USD 350.00	42	USD 14,700.00
			One-time Costs SUBTOTAL:	USD 14,700.00
			One-time Costs TOTAL:	USD 14,700.00

Raptor Recurring Costs

PRODUCT	DESCRIPTION	UNIT PRICE	QTY	PRORATED COSTS
Raptor Drill Manager	Drill Manager Annual Software Access Fee (per site license). Renewal Fee is due on the anniversary month of purchase. Raptor technical support is included.	USD 320.00	42	USD 12,320.00
Raptor Reunification and Accountability	Raptor Reunification and Accountability Annual Software Access Fee (per site license). Renewal Fee is due on the anniversary month of purchase. Raptor technical support is included.	USD 925.00	42	USD 35,612.50
RaptorLink	Annual Fee (per site license) for Student Information System Integration.	USD 145.00	42	USD 5,582.50
			Raptor Recurring Costs SUBTOTAL:	USD 53,515.00
			Raptor Recurring Costs TOTAL:	USD 53,515.00

SUBTOTAL:	USD 68,215.00
TOTAL:	USD 68,215.00

RECURRING COSTS IN THIS QUOTE: USD 58,380.00

Quote Notes:
Proposal for Raptor's Drill Manager, Accountability/Reunification for 42 schools. Proposal term is 11 months (May 2025-March 2026) to align with current Raptor contract renewal. Pricing is based on GSA contract. All Hardware and Consumables are Non-GSA Open Market Items, therefore, standard rates apply.
Prorated Term: 11 months
Promo Term: months
Co-Term: months
Total Initial Term: 11 months

ATTACHMENT A-4

RAPTOR TECHNOLOGIES
THE GOLD STANDARD IN SCHOOL SAFETY

Quote #:	Q-106678-1
Effective Date:	5/1/2025
Date:	4/16/2025 2:30 PM
Expires On:	5/31/2025
Federal Tax ID #:	45-4914152

To:
Clay County School District
900 Walnut St
Green Cove Springs, FL 32043-3129
United States

From:
Daryl Deiters
ddeiters@raptortech.com

Subscription Term: 11 Months **Billing Frequency:** Annual

Raptor Recurring Costs

PRODUCT	DESCRIPTION	UNIT PRICE	QTY	PRORATED COSTS
Compliance and Success Program - Level 1	CSP Level 1 - Premium Professional Services	USD 20,000.00	1	USD 18,333.33
			Raptor Recurring Costs SUBTOTAL:	USD 18,333.33
			Raptor Recurring Costs TOTAL:	USD 18,333.33

SUBTOTAL:	USD 18,333.33
TOTAL:	USD 18,333.33

RECURRING COSTS IN THIS QUOTE: USD 20,000.00

Quote Notes:
CSP services for Raptor Drill Manager and Accountability/Reunification solutions.
Subscription Term: 11 months
Promo Term: months
Total Initial Term: 11 months

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, 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 ddeiters@raptortech.com or fax to 713-880-2577.

Issuing a purchase order for payment? Please email to ddeiters@raptortech.com.

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

For any other questions, email

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 250154
Number Assigned by Purchasing Dept.

CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

☐ Must Have Board Approval over $100,000.00

Date Submitted: 3/11/25

Name of Contract Initiator: M Boyack — Telephone #: x60101

School/Dept Submitting Contract: Safety & Security — Cost Center # 9022

Vendor Name: Raptor

Contract Title: Raptor Amendment to Combine Visitor & Volunteer Software License

Contract Type: New ☐ Renewal ☐ Amendment X Extension ☐ Previous Year Contract #

Contract Term: 4/1/25 - 3/31/26 — Renewal Option(s): Auto Renew, Terminate in writing

Contract Cost: $48,510.00 **+ $19,234.74 from Contract 250040 = Total Contract Cost $67,744.74**

☐ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line #__________

Funding Source: Budget Line #__________

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (*when applicable*):

RECEIVED
By Elaine at 1:01 pm, Mar 26, 2025

______ Completed Contract Review Form

______ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

______ SIGNED Addendum A (if not an SBAO Template Contract) - ***When using the Addendum A, this Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."***

______ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.

Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).

Workers' Compensation = $100,000 Minimum

[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

______ State of Florida Workers Comp Exemption (https://apps.fldfs.com/bocexempt/) (If Applicable)

______ Release and Hold Harmless (If Applicable)

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department **REVIEWED** *By Bertha Staefe at 2:58 pm, Mar 26, 2025* Review Date	FLDOE 6A-1.012 (12)(d) Single Source / FLDOE 6A-1.012 (14) Information Technology The original Attachment A-1 Quote was for 12 months for "Volunteer Management" but we only paid for 7 months on Attachment A-1 Invoice so we could amended Contract 250040 to include the renewal of "Visitor Management" that was under old Contract 160040. Amendment incorporates Attachment A-2 to Contract 250040 which now covers us for both "Volunteer & Visitor" for 12 months April - March.
School Board Attorney JPS 3/25 Review Date	Only Price Change. Legally sufficient amendment subject to input by Purchasing
Other Dept. as Necessary Review Date	Pending updated quote w/GSA p/b pricing
PENDING STATUS: ☐YES ☐NO	**IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**
FINAL STATUS	**APPROVED** *By Elaine at 3:29 pm, Mar 28, 2025* DATE:

AMENDMENT TO
THE PURCHASE AND SUBSCRIPTION
SERVICES AGREEMENT

This Amendment to the Purchase and Subscription Services Agreement (hereafter "Agreement") between **RAPTOR TECHNOLOGIES** ("Contractor") and **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA** ("SBCC"), collectively referred to as "the Parties," which Agreement was entered into on September 1, 2024 by the Director of Safety & Security, Matthew Boyack acting with the authority of the Superintendent, shall become effective on April 1, 2025, and shall serve to modify the Agreement as set forth herein.

WHEREAS, the need for the services of the Contractor have exceeded the needs previously set forth in the Agreement, and

WHEREAS, the Agreement was for 42 Volunteer Management License with an Effective Date of September 1, 2024 and ending, August 31, 2025. Initial billing cycle under Raptor Invoice INV 137106 covered a period of seven (7) months from September 1, 2024 through March 31, 2025 as set forth in Attachment A-1.

WHEREAS, the intent of this seven (7) month billing cycle was to allow the alignment of the existing Visitor Management License contract originally established February 16, 2016 with the current Agreement, and the parties wish to renew the Visitor Management License, and increase the maximum expenditure amount in order to continue their contractual relationship without interruption,

NOW THEREFORE, the Parties have mutually agreed to modify the terms of the original Agreement as follows:

1. The ATTACHMENT A-1 which was originally attached to the Agreement is amended to include ATTACHMENT A-2.
2. Effect of this Amendment is to modify the addition of the Visitor Management License of the Agreement, as set forth herein.
3. Effect of this Amendment is to establish a new twelve (12) month Agreement term beginning April 1, 2025 through March 31, 2026.
4. All other terms and conditions of the original Agreement, together with all attachments and exhibits to the original agreement, shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties, by the execution of this Amendment by their authorized representatives below, bind themselves to all terms of this Amendment to the Agreement and to the remaining unmodified terms of the Agreement.

AS TO CONTRACTOR:	**AS TO SCHOOL BOARD OF CLAY COUNTY:**
By: M Pearson	By: David Broskie
Print Name: Melissa Pearson	Print Name: David Broskie
Title: General Counsel	Title: Superintendent
Date: 03/05/2025	Date: 3/5/25

RAPTOR TECHNOLOGIES

"Protect Every Child, Every School, Every Day"

Invoice

Date	9/5/2024
Invoice #	INV137106

Bill To
Clay County Schools
Accounts Payable
814 Walnut Street
Green Cove Springs FL 32043

Ship To
Clay County Schools
Security/Facilities
900 Walnut Street
Green Cove Springs FL 32043

PO Number	Terms	Due Date
P2502978	FF-New 30	10/5/2024

Description	Qty	Price	Amount
One (1) Volunteer Management License	42	$282.97	$11,884.74
VoM Implementation fee per location. (Does not include on-site installation.)	42	$175.00	$7,350.00
VM Remote web and phone based training per location.	42	$0.00	$0.00

Tax Total	$0.00
Total	$19,234.74
Amount Paid	$0.00
Amount Due	$19,234.74

Final Payment

P.O# P2502978 P/I

Approved for Payment

Date: 9/6/24

F

Click Here for Inquiries or to send Purchase Orders

Remit Checks to:

Raptor Technologies, LLC
Dept 141
PO Box 4458
Houston, TX 77210-4458

Please reference invoice number(s) on all check payments.

CLICK TO PAY NOW

MasterCard VISA AMERICAN EXPRESS DISCOVER

RECEIVED
SEP 06 2024
ACCOUNTS PAYABLE

INV137106

ATTACHMENT A-2

Renewal Notice

Date	2/1/2025
Renewal #	100960
Start Date	4/1/2025
End Date	3/31/2026

"Protect Every Child, Every School, Every Day"

Bill To:
Clay County Schools
Accounts Payable
814 Walnut Street
Green Cove Springs FL 32043

Ordered By:
Clay County Schools

Terms
RN N60

Description	Qty	Price	Amount
Raptor Visitor Management Annual Access Fee	42	$660.00	$27,720.00
One (1) Volunteer Management License	42	$495.00	$20,790.00
GS:07F-127BA			
Term 4/1/25 - 3/31/26			

Subtotal	$48,510.00
Tax Total	$0.00
Total	$48,510.00

(GSA Pricing Honored)

Click Here for Inquiries or to Send Purchase Orders

Remit Checks to:

Raptor Technologies, LLC
Dept 141
PO Box 4458
Houston, TX 77210-4458

Please reference invoice number(s) on all check payments.

Pay Now

SO100960

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 250040
Number Assigned by Purchasing Dept.

CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
☐ Must Have Board Approval over $100,000.00

Date Submitted: 8/12/24

Name of Contract Initiator: M Boyack/S Mills — Telephone #: x66846

School/Dept Submitting Contract: Safety & Security — Cost Center # 9022

Vendor Name: Raptor Technologies

Contract Title: Raptor Service Agreement

Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐ — Previous Year Contract # 160040

Contract Term: 1 Year (9/1/2024 - 8/31/2025) — Renewal Option(s): Annual - Written

Contract Cost: ~~$20,932.80~~ PAID $19,234.74 of this original Attachment A-1 then Agreement was Amended

☒ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # Mill $

Funding Source: Budget Line #

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

RECEIVED
By Elaine at 10:49 am, Aug 12, 2024

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (*when applicable*):

______ Completed Contract Review Form
______ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
______ SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, this Statement MUST BE included in the body of the Contract:**
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
______ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.
Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).
Workers' Compensation = $100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].
______ State of Florida Workers Comp Exemption (https://apps.fldfs.com/bocexempt/) (If Applicable)
______ Release and Hold Harmless (If Applicable)

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department **REVIEWED** By Bertha Staefe at 1:59 pm, Aug 14, 2024 Review Date	FLDOE 6A-1.012 (12)(d) Single Source / FLDOE 6A-1.012 (14) Information Technology Vendor will email COI soon
School Board Attorney JPS Review Date 8/20/2024	FYI - Raptor rewrote CCSB Independent Contract into Appendix A Approved.
Other Dept. as Necessary Review Date	Basic Raptor Svc w/Addition of Volunteer checks p/Safety & Sec Initiative
PENDING STATUS: ☐YES ☐NO	**IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**
FINAL STATUS	DATE: **APPROVED** By Elaine at 12:52 pm, Aug 21, 2024

Original Contract

RAPTOR TECHNOLOGIES
THE GOLD STANDARD IN SCHOOL SAFETY

PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT
EFFECTIVE DATE: 9/1/2024
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 2900 North Loop W, Suite 900, Houston, Texas 77092 ("Raptor"), and Clay County School District, having office at 900 Walnut St, Green Cove Springs, FL 32043-3129 ("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 included herein as Appendix A) and, if applicable;
(ii) SchoolPass Addendum – ("SchoolPass Addendum");
(iii) SchoolPass Hardware Policy – ("SchoolPass Hardware Policy"); and
(iv) Alertus® Terms and Conditions – ("Alertus Terms and Conditions")

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 thirty (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 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: Dennis Deuberry (Aug 21, 2024 16:53 EDT)

Name: Dennis Deuberry

Title: CFO

Date: August 21,2024

Clay County School District

Signed: Matthew Boyack
Matthew Boyack (Aug 23, 2024 08:31 EDT)

Name: Matthew Boyack

Title: Director of Op/Safety & Security

Date: Aug 23, 2024

RAPTOR TECHNOLOGIES
THE GOLD STANDARD IN SCHOOL SAFETY

Quote #: Q-96295-1
Date: 7/29/2024 8:58 AM
Expires On: 8/31/2024
Federal Tax ID #: 45-4914152

To:
Clay County School District
900 Walnut St
Green Cove Springs, FL 32043-3129
United States

From:
Daryl Deiters
ddeiters@raptortech.com

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

PRODUCT	DESCRIPTION	UNIT PRICE	UNIT DISC	QTY	TOTAL COSTS
VolunteerSafe	Raptor VolunteerSafe Annual Software Access Fee (per site license). Renewal fee is due on the anniversary month of purchase.	USD 495.00	USD 9.90	42	USD 20,374.20
Implementation Fee	One-time fee for implementation (per location).	USD 175.00	USD 0.00	42	USD 7,350.00
Remote Training	Remote web and phone-based training.	USD 5,670.00	USD 5,670.00	1	USD 0.00
				SUBTOTAL:	USD 33,810.00
				DISCOUNT:	USD 6,085.80
				TOTAL:	USD 27,724.20

RECURRING COSTS IN THIS QUOTE: USD 20,374.20

Quote Notes: Contract term effective 09/01/2024 - 08/31/2025
Proposal for Raptor's Volunteer Management Solution for 42 schools.

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

Issuing a purchase order for payment? Please email to ddeiters@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.

Raptor’s Volunteer Management Solution

Raptor’s Volunteer Management Solution management system reduces the effort and assists schools districts with managing their volunteer processes of applying, approving, managing, and reporting on volunteer activities. Raptor’s Volunteer Management Solution specifically

1. Provides a customizable online volunteer application that accommodates school-specific criteria and requirements.
2. Allows the district to require additional documentation (e.g., driver records) for prospective volunteers to stay in compliance with district and state mandates.
3. Allows prospective volunteers to easily access and complete the application on any web-enabled device.
4. Allows administrators to automatically approve volunteers with no criminal or sex offender history and only review applications with potential risk.
5. Can provide districts with multi-level screening options and alignment of background check levels with the volunteer type, including:
    1. Sex offender registries in all 50 states,
    2. The district’s custom databases, and
    3. Criminal background screenings
6. Provides monthly monitoring of volunteer background checks to ensure volunteers continue to meet criteria.
7. Allows school administrators to track available funds for background checks.
8. Provides an option to allow the volunteer to pay for their criminal background screening through the Volunteer Portal.
9. Includes built-in forms and real-time visibility of event staffing requirements and status.
10. Allows automatic notifications on application approvals, program updates and background check expiration dates.
11. Provides an online portal for volunteers to access their profile, track hours, view events, communicate with other volunteers and update their information.
12. Provides standard and customized reporting at the school and district level.

APPENDIX A

PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT
TERMS AND CONDITIONS revised for CLAY COUNTY
(sections 5.2, 5.4, 6.2, 6.3,8.2, 10.1,10.7, 10.10)

The Parties agree that their contractual relationship with respect to the Raptor Services and Raptor Subscription Services will be governed in order of precedence (1) Terms and Conditions taken from School Board of Clay County Independent Contractor Agreement incorporated herein (2) these Terms and Conditions (the "Terms"), (3) the applicable Purchase and Subscription Services Agreement (each, a "Subscription Agreement"), and (3) all Invoices and exhibits, schedules and terms and conditions referenced by or in the Terms and Subscription Agreement(s). Unless otherwise specified, capitalized terms in these Terms have the same meaning as those in the Subscription Agreement.

1. DEFINITIONS

1.1 "Access Credentials" means login information, passwords, security protocols, and policies through which Users access the Raptor Services.

1.2 "Customer Content" means all data, information and materials (a) collected via Customer's and Users' use of the Raptor Services or Raptor Subscription Services and transmitted to Raptor; and (b) otherwise provided by Customer to Raptor under this Agreement.

1.3 "Documentation" means the documentation, user manuals, help files and videos, and other materials that describe the features, functions and operation of the Raptor Services or Raptor Subscription Services.

1.4 "Intellectual Property Rights" means all forms of industrial and intellectual property rights and protections throughout the world, including any: (a) patents, patent applications, and inventions (whether or not patentable); (b) copyrights and other works of authorship; (c) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith; (d) trade secrets, know-how, and rights in confidential information; (e) rights in software, databases and designs; (f) moral rights, rights of privacy, rights of publicity, and similar rights; and (g) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired arising under statutory or common law, including all applications, disclosures, and registrations with respect thereto.

1.5 "Raptor Platform" means the online software-as-a-service platform to which Customers connect to access Raptor software solutions and associated services.

1.6 "Raptor Services" means the provision of access to any portion of the Raptor Platform and its software solutions including integrations with third-party or Customer software and hardware provided by Raptor. References to any Raptor Services include the associated Documentation.

1.7 "Raptor Subscription Services" means specified professional or managed services offered to Customers on a recurring annual basis.

1.8 "Invoice" means an invoice, executed by both Parties, that sets forth the Raptor Services or Raptor Subscription Services ordered, the schedule of payments and any unique additional terms.

1.9 "Users" means employees or contractors of Customer who are authorized to access the Raptor Services using a user identifier and password provided to Customer by Raptor or set up by Customer.

2. UPDATES

2.1 Updates. During the Term, Raptor shall supply Customer, without charge, any revisions, corrections, and upgrades of the Raptor Platform or Raptor Subscription Services that are made generally available by Raptor to its other customers free of charge ("Updates").

3. SERVICES

3.1 Restrictions. During the Term and thereafter, Customer shall not, and shall not permit any of its Users or any third parties to, directly or indirectly: (a) act as a reseller or distributor of, or a service bureau for, the Raptor Platform or Raptor Subscription Services, or otherwise use, exploit, make available or encumber any of the Raptor Platform or Raptor Subscription Services to or for the benefit of any third party; (b) use or demonstrate the Raptor Platform or Raptor Subscription Services in any other way that would be competitive with Raptor; (c) reverse engineer, disassemble or decompile the Raptor Platform, or attempt to derive the source code or underlying ideas or algorithms of any part of the Raptor Platform; (d) remove any notice of proprietary rights from the Raptor Platform or Raptor Subscription Services; (e) copy, modify, translate or otherwise create derivative works of any part of the Raptor Platform or Raptor Subscription Services; (f) use the Raptor Services in a manner that interferes or attempts to interfere with the proper working of the Raptor Services, or any activities conducted in connection with the Raptor Services, including bypassing or attempting to bypass any privacy settings or measures used to prevent or restrict access to the Raptor Services; (g) use or allow the transmission, transfer, export, re-export or other transfer of any software, technology or information forming a part of the Raptor Services in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction; or (h) use the Raptor Services to share or store inappropriate materials, including (i) materials containing viruses or other harmful or malicious code; (ii) copyrighted materials to which Customer does not have sufficient rights; or (iii) other materials prohibited by applicable international, federal, state, or local laws and regulations.

3.2 Access Credentials. Customer will safeguard, and ensure that all Users safeguard, the Access Credentials. Customer will be responsible for all acts and omissions of Users. Customer will notify Raptor immediately if it learns of any unauthorized use of any Access Credentials or any other known or suspected breach of security.

3.3 Customer Obligations. Customer will be responsible for obtaining and maintaining, at Customer's expense, all of the necessary telecommunications, computer hardware, software, and internet connectivity required by Customer or any User to access the Raptor Services from the internet. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Raptor Services, and notify Raptor promptly of any such unauthorized use known to Customer. Customer will be responsible for providing information and data necessary to provide the services and assist in scheduling training and other related events to deliver the services.

3.4 Reservation of Rights. As between Customer and Raptor, all right, title and interest, including all Intellectual Property Rights, in and to the Raptor Platform and Raptor Subscription Services are owned exclusively by Raptor. Except for any Customer Content, all work product or services provided or developed pursuant to this Agreement or any Invoice (including any modifications and improvements to any Raptor Platform and Raptor Subscription Services pursuant to Section 3.6 (Continuous Development) and any intellectual property developed pursuant to Section 3.7 (Professional Feedback) below), and all intellectual property and other proprietary rights derived therefrom, will be the sole and exclusive property of Raptor.

3.5 Continuous Development. Customer acknowledges that Raptor may continually develop, deliver and provide to Customer, at Raptor's sole discretion, on-going innovation to the Raptor Platform and Raptor Subscription Services in the form of new features, functionality, services and efficiencies. Accordingly, Raptor reserves the right to automatically modify the Raptor Platform and Raptor Subscription Services from time to time. Some modifications will be provided to Customer at no additional charge. Raptor may condition the implementation of other modifications on Customer's payment of additional fees, provided Customer may continue to use the version of the Raptor Platform and the Raptor Subscription Services that Raptor makes generally available (without such features) without paying additional fees.

3.6 Support. During the Term, Raptor shall use commercially reasonable efforts to provide the services necessary to remedy any software function on the Raptor Platform that does not operate in substantial conformance to the Documentation (an "Error"). Raptor's technical support staff shall provide Customer with email and telephone consultation during the hours of 7:00 a.m. through 5:00 p.m. US Central Time, Monday through Friday, except holidays recognized by the United States federal government. Such consultation shall include technical advice concerning the use and operation of the Raptor Services, including clarification of functions and features of the Raptor Services, and clarification of documentation, as well as Error verification, analysis, corrections and workarounds. All services provided hereunder shall be provided remotely from Raptor's place of business or such other locations designated by Raptor. In furtherance of this Section 3.6, Customer will identify not more than two (2) technically proficient contacts to act as the primary liaisons responsible for all communications with Raptor in connection with Raptor Services support issues

3.7 Feedback. Customer hereby grants to Raptor a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use and incorporate into the Raptor Services and Raptor Subscription Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including its Users, relating to the Raptor Services and Raptor Subscription Services.

4. CUSTOMER CONTENT

4.1 Customer Content. Customer is solely responsible for the accuracy, quality and legality of Customer Content. Customer will obtain all third-party licenses, consents and permissions needed for Raptor to use the Customer Content to provide the Raptor Services and Raptor Subscription Services.

4.2 Ownership. As between Customer and Raptor, Customer retains all right, title, and interest to the Customer Content. Customer grants to Raptor, on behalf of itself and its Users, a non-exclusive license to use the Customer Content as necessary for purposes of providing the Raptor Services and Raptor Subscription Services. Notwithstanding anything to the contrary herein, Customer agrees that Raptor has the right to collect, use and analyse any de-identified information derived from the Customer Content (collectively, the "De-identified Data") in the Raptor Services for Raptor's lawful business purposes, including to improve and enhance the Raptor Services, and for other development, diagnostic, and corrective purposes in connection with the Raptor Services. Raptor may disclose De-identified Data solely in aggregate form in connection with its business.

4.3 Raptor will maintain and enforce safety and physical security procedures with respect to its access and maintenance of all personal information that are (a) at least equal to industry standards for such types of personal information and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access of personal information. Without limiting the generality of the foregoing, Raptor will encrypt personal information with industry standard encryption levels for the Raptor Services.

4.4 Raptor shall not retain, use, or disclose any personal data that constitutes "personal information" under the California Consumer Privacy Act of 2018 and any regulations promulgated thereunder, in each case, and amended from time to time ("CCPA"), ("CA Personal Information"), for any purpose other than for the specific purpose of providing the Raptor Services and Raptor Subscription Services, or as otherwise permitted by CCPA, including retaining, using, or disclosing the CA Personal Information for a commercial purpose (as defined in CCPA) other than providing the Raptor Services and Raptor Subscription Services.

4.5 Raptor shall not (a) sell any CA Personal Information; (b) retain, use or disclose any CA Personal Information for any purpose other than for the specific purpose of providing the Raptor Services and Raptor Subscription Services, including retaining, using, or disclosing the CA Personal Information for a commercial purpose (as defined in the CCPA) other than provision of the Raptor Services and Raptor Subscription Services; or (c) retain, use or disclose the CA Personal Information outside of the direct business relationship between Raptor and Customer. Raptor hereby certifies that it understands its obligations under this Section 4.5 and will comply with them.

4.6 Raptor will process CA Personal Information only in accordance with Client's instructions. By entering into this Agreement, Customer instructs Raptor to process CA Personal Information to provide the Raptor Services and Raptor Subscription Services. Client acknowledges and agrees that such instruction authorizes Raptor to process Personal Data (a) to perform its obligations and exercise its rights under the Agreement; (b) perform its legal obligations and to establish, exercise or defend legal claims in respect of the Agreement; (c) pursuant to any other written instructions given by Client and acknowledged in writing by Raptor as constituting instructions for purposes of this Agreement; and (d) as reasonably necessary for the proper management and administration of Raptor's business.

4.7 Notwithstanding anything in the Agreement or any Invoice entered in connection therewith, the parties acknowledge and agree that Raptor's access to CA Personal Information or any other personal data does not constitute part of the consideration exchanged by the parties in respect of the Agreement.

5. TERM, TERMINATION

5.1 Initial Term. Unless earlier terminated in accordance with the terms of this Section 5, this Agreement will become effective on the Effective Date and continue for the Initial Term (the "Initial Term").

5.2 Renewal Terms. Following the Initial Term and except as earlier terminated as described below, the Customer has the option to renew this Agreement upon mutual written Agreement by both Parties at the then current Annual Software Access Fee and Annual Services Subscription Fee, Subscription Fee(s), by providing at least sixty (60) days notice to the other Party before the expiration of the Initial Term or the then-current Renewal Term. The Initial Term and all Renewal Terms will collectively be referred to as the "Term."

5.3 Termination for Breach. Either Party may terminate this Agreement upon written notice to the other Party in the event the other Party commits any material breach of this Agreement and fails to cure such breach within 30 (thirty) days after its receipt of written notice of such breach.

5.4 Termination for Non-Appropriation Customer may terminate this Agreement if funds are not appropriated to the Customer or are not otherwise available for the purpose of of making payments without incurring any obligation for payment after the date of termination. The customer shall provide Raptor with thirty (30) calendar days written notice if termination of the agreement is due to lack of funding.

5.5 Obligations on Termination. Upon expiration or termination of this Agreement all rights granted hereunder by Raptor and all obligations of Raptor to provide Raptor Services and Raptor Subscription Services will immediately terminate. Sections 1 (Definitions), 3.1 (Restrictions), 3.4 (Reservation of Rights), 3.7 (Feedback), 4.2 (Ownership), 5.4 (Obligations on Termination), 6 (Confidentiality), 7.3 (Exclusions), 8 (Indemnification), 9 (Limitations on Liability) and 10 (General) will survive termination of this Agreement. All fees for the Raptor Services and Raptor Subscription Services are nonrefundable. Without limiting the foregoing, no refunds or credits will be issued for partial periods of service, downgrade refunds or refunds for period unused periods in the event of termination under this Agreement, except in the case of Raptor's infringement of a third party's Intellectual Property Rights as outlined in section 8.1.

6. CONFIDENTIALITY

6.1 Definition. As used herein, subject to Section 6.2 (Exclusions) below, "Confidential Information" means any and all information or data, regardless of whether it is in tangible form, disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), that the Disclosing Party has either marked as confidential or proprietary, or that should be reasonably understood by the Receiving Party to be confidential due to the nature of the information disclosed or the circumstances surrounding disclosure. Raptor's Confidential Information includes all information relating to the Raptor Services, Raptor Subscription Services and Customer's Confidential Information will include the Customer Content (subject to Section 4.2 (Ownership)). In addition, the terms of this Agreement will be considered the Confidential Information of both Parties.

6.2 Security of Confidential Information. If student information will be disclosed to the company, in accordance with Section 501.171. F.S., Raptor shall take reasonable measures to protect and secure the Customer's records in any form. This may include personal, financial, or student information. Raptor shall notify the Customer as expeditiously as practicable, but no later than 30 days after the determination of the breach or reason to believe a breach has occurred. Raptor shall work with the Customer to satisfy the requirements of Section Fla.Statutes, Chapter 501.71 as to required investigation and notice provisions. Further, Raptor shall reimburse the Customer for actual, reasonable costs incurred by the Customer in responding to, and mitigating damages caused by any Security breach, including all costs of notice, and/or remediation within 30 days of receipt of documentation from the Customer evidencing such, actual reasonable costs incurred.

6.3 Exclusions. Notwithstanding the foregoing, information and data will not be deemed "Confidential Information" if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes generally publicly known except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to any Confidential Information. Raptor is subject to Customer's obligations relating to compliance with student records confidentiality laws. By signing this Agreement, Raptor acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA).

6.4 Obligations. The Receiving Party will use commercially reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use or reproduction of, the Disclosing Party's Confidential Information. Without restricting or otherwise limiting the exercise by a Party of the rights and licenses expressly granted to it under this Agreement, Confidential Information may be disclosed to only such employees and agents of the Receiving Party on a need-to-know basis; provided in each case that such employees and agents are bound by a written agreement respecting such Confidential Information in accordance with the terms of this Section 7. In addition, Confidential Information may be disclosed to any competent authorities following a judicial order to do so.

7. REPRESENTATIONS, WARRANTIES AND EXCLUSIONS

7.1 General. Each Party represents and warrants to the other Party that it has all required rights, power and authority to enter into this Agreement and to grant all rights, authority and licenses granted hereunder. Raptor represents and warrants to Customer that Raptor will provide the Raptor Services and Raptor Subscription Services in a professional and workmanlike manner.

7.2 Background Checks. Background checks and Sexual Offender Checks, if applicable, conducted through Raptor Services rely on third-party information provided to the Customer as part of the Service. Customer must enter into an End User Agreement with the third-party provider Raptor acts solely as a technology service provider and does not participate in the processing of background check reports. Raptor does not screen, monitor, or alter third-party information and does not guarantee the accuracy, integrity, or quality of such information. The Customer acknowledges that background checks may yield false-positive matches, where a record inaccurately indicates a negative background for an individual, or false-negative matches, where no record of a negative background is returned for an individual who does have such a background. Customer agrees to use Raptor's background check functionality exclusively for determining access to their premises. The use of this functionality is at the Customer's own risk, and Raptor assumes no liability for any damages resulting from such use. Raptor explicitly disclaims responsibility for determining an individual's status as a registered sex offender or any custom alerts based on information conveyed through Raptor Services. Customer assumes full responsibility for making these determinations, understanding that Raptor's information does not substitute for the judgments made by the Customer and their personnel.

7.3 Jessica Lumsford Act Customer is required to conduct background screening of Raptor's employees, agents and subcontractors if Raptor will be onsite at Customer's location(s) according to Customer's website https://hr.myoneclay.net/fingerprinting for fingerprinting procedures). Raptor represents and warrants to the Customer that Raptor is familiar with Sections 1012.32,1012.321,1012.465,1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Raptor covenants to comply with all requirements of the above cited statutes at Raptor's sole expense and shall provide Customer proof of such compliance upon request.

7.4 Monthly Monitoring. Monthly Monitoring is a service offered through Raptor, relying on third-party information similar to background checks. Any Customer choosing to participate in the monitoring program will be required to sign an addendum with the third-party provider. Customer bears sole responsibility for providing and maintaining an updated list of individuals for whom reports are requested under the Monthly Monitoring Service. Customer agrees to promptly remove any individuals from this list when monitoring is no longer necessary (e.g. upon termination of employment, contract, or volunteer status). Raptor explicitly disclaims any responsibility for determining an individual's eligibility for monitoring enrollment. Customer assumes full responsibility for managing these submissions and updates.

7.5 Exclusions. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1 (GENERAL), THE RAPTOR SERVICES AND RAPTOR SUBSCRIPTION SERVICES ARE PROVIDED

"AS IS" WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, SECURITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT RAPTOR DOES NOT WARRANT THAT THE RAPTOR SERVICES AND RAPTOR SUBSCRIPTION SERVICES WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR FREE FASHION AT ALL TIMES, THAT THE RAPTOR SERVICES AND RAPTOR SUBSCRIPTION SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE RAPTOR SERVICES AND RAPTOR SUBSCRIPTION SERVICES WILL YIELD ANY PARTICULAR RESULT. CUSTOMER AGREES THAT RAPTOR WILL HAVE NO LIABILITY TO CUSTOMER WITH RESPECT TO THE CUSTOMER CONTENT OR CUSTOMER'S USE THEREOF. RAPTOR MAKES NO WARRANTY OR REPRESENTATION REGARDING THE ACCURACY OR COMPLETENESS OF ANY DATA. RAPTOR DOES NOT AND CANNOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE PERFORMANCE, USE OR RESULTS OF THE USE OF THE RAPTOR SERVICES AND RAPTOR SUBSCRIPTION SERVICES IN TERMS OF EFFECTIVENESS, ACCURACY, RELIABILITY, THAT CUSTOMER WILL BE SECURE AS A RESULT OF ITS USE OF THE RAPTOR SERVICES AND RAPTOR SUBSCRIPTION SERVICES, OR OTHERWISE.

8. INDEMNIFICATION

8.1 Indemnification by Raptor. Raptor will defend at its expense any claim, suit or proceeding (each a "Claim") brought against Customer by a third party based upon a claim that Customer's use of the Raptor Services or Raptor Subscription Services as contemplated by this Agreement infringes such third party's Intellectual Property Rights, and Raptor will pay all damages finally awarded against Customer by a court of competent jurisdiction as a result of any such Claim. If the use of any Raptor Services or Raptor Subscription Services by Customer has become, or in Raptor' opinion is likely to become, the subject of any claim of infringement, Raptor may at its option and expense (a) procure for Customer the right to continue using such portion of the Services as set forth hereunder; (b) replace or modify such portion of the Services to make it non-infringing so long as it retains at least equivalent functionality; or (c) if options (a) or (b) are not reasonably practicable, terminate this Agreement and provide a pro-rata refund of any amounts pre-paid. Raptor will have no liability or obligation under this Section 8.1 with respect to any Claim to the extent caused by (w) use of the Raptor Services outside the scope of this Agreement; (x) compliance with or use of designs, data, instructions or specifications provided by Customer (including the Customer Content); (y) modification of the Raptor Services by any person or entity other than Raptor without Raptor's express consent; or (z) the combination, operation or use of the Raptor Services with other applications, product(s), devices, equipment, hardware, software, data or services not provided by Raptor.

8.2 Indemnification by Customer. Customer will defend at its expense any Claim brought against Raptor by any third party arising from (a) any Customer Content; (b) clauses (w) through (z) of Section 8.1 (Indemnification by Raptor) and (c) Customer's breach of Section 3.1, and Customer will pay all damages finally awarded against Raptor by a court of competent jurisdiction as a result of any such Claim. Notwithstanding the foregoing, no provision of this Agreement shall, waive the doctrine of sovereign immunity or protections and limits of liability set forth in Section 768.28, Fla. Stat., which shall expressly limit Customer's monetary obligations for the cost of defense and indemnification under this paragraph.

8.3 Additional Terms. The foregoing indemnification obligations are conditioned upon the following: (a) the Party seeking indemnification will promptly notify the indemnifying Party of the applicable Claim, (b) the indemnifying Party will have the sole and exclusive authority to defend and/or settle any such Claim (provided that the indemnifying Party will not settle any such Claim without the other Party's prior written consent), (c) the Party seeking indemnification will reasonably cooperate with the indemnifying Party in connection therewith, and (d) the Party seeking indemnification may participate in the defense of any such Claim at its own expense.

9. LIMITATIONS ON LIABILITY

9.1 Disclaimer of Indirect Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL RAPTOR BE LIABLE FOR CUSTOMER'S PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

9.2 Limitations on Liability. EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY RAPTOR UNDER THE APPLICABLE INVOICES(S) DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE FIRST DATE ON WHICH THE LIABILITY AROSE.

9.3 Exceptions. RAPTOR WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 8. THE PROVISIONS OF THIS SECTION 9 WILL APPLY TO ALL CLAIMS AGAINST RAPTOR IN THE AGGREGATE (NOT PER INCIDENT) WITHOUT REGARD TO WHETHER

OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED, ANY LIMITED REMEDY HEREIN IS HELD TO FAIL OF ITS ESSENTIAL PURPOSE OR THE FORM OF THE CLAIM OR CAUSE OF ACTION, WHETHER IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY).

10. GENERAL

10.1 Force Majeure. Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

10.2 Compliance with Laws. Without limiting the generality of the foregoing, Customer will not transfer, either directly or indirectly, the Raptor Services, either in whole or in part, to any destination subject to export restrictions under United States law, unless prior written authorization is obtained from Raptor and the appropriate United States agency and will otherwise comply with all other applicable import and export laws, rules and regulations. Each Party shall comply with all applicable laws and regulations in connection with its performance of its obligations and the exercise of its rights under this Agreement. Customer shall comply with all applicable data privacy and security laws in the treatment of personally identifying information of any third party obtained using the Raptor Services.

10.3 No Assignment. Customer may not assign this Agreement or any of its rights or obligations, or sublicense any of the rights granted herein, in whole or in part, without the prior written consent of Raptor, except that Customer may assign this Agreement, without the prior written consent of Raptor, to a corporation or other business entity succeeding to all or substantially all of the assets and business of Customer by merger or acquisition, provided that such corporation or other business entity assumes, in a writing delivered to Raptor, all of the terms and conditions of this Agreement. Any attempt by Customer to assign or transfer any of the rights, duties or obligations of this Agreement in violation of the foregoing will be null and void.

10.4 Amendment; Waiver. This Agreement may not be amended or modified, in whole or part, except by a writing signed by duly authorized representatives of both Parties. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party making the waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

10.5 Relationship. The Parties are independent contractors. Nothing in this Agreement will be construed to place the Parties in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

10.6 Severability. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the Parties as of the Effective Date.

10.7 Governing Law, Jurisdiction. This Agreement will be governed by the laws of the State of Florida without reference to its conflicts of law principles. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded. Any dispute or claim arising out of, or in connection with, this Agreement shall be finally settled by binding arbitration in Clay County, Florida, in accordance with the then-current rules and procedures of the American Arbitration Association by one (1) arbitrator appointed by the American Arbitration Association. The arbitrator shall apply the law of the State of Florida, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. Judgment on the award rendered by the arbitrator may be confirmed, reduced to judgment and entered in any court of competent jurisdiction. The Parties agree that any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award punitive or exemplary damages against any Party.

10.8 Notices. All notices, consents, and approvals under this Agreement must be delivered in writing, by electronic facsimile (fax), or by certified or registered mail (postage prepaid and return receipt requested) to the other Party and will be effective upon receipt. Either Party may change its address by giving notice of the new address to the other Party.

10.9 Use of Name and Logo. Customer agrees that Raptor may indicate that Customer is a Raptor customer on Raptor's website and in its marketing materials. Any such attribution will be consistent with Customer's style guidelines and requirements as communicated to Raptor.

CUSTOMER'S GENERAL TERMS FROM INDEPENDENT CONTRACTOR AGREEMENT (SBAO – 9/21/2022)

- Contractor agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, and regulations applicable to the services. Contractor shall review and comply with the confidentiality requirements of federal, and state law and SBCC policy regarding access to and use of records.
- Contractor shall retain records associated with the services and/or products provided herein for a period of three (3) years following the final payment. Contractor shall with reasonable notice, provide SBCC access to these records during the above retention period.

- E-Verify: CONTRACTOR named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CONTRACTOR certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CONTRACTOR must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CONTRACTOR that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the SBCC shall terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), F.S.. If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CONTRACTOR, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the SBCC shall notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. If the SBCC terminates an Agreement with a CONTRACTOR pursuant to sec. 448.095(2)(c), F.S., the CONTRACTOR will not be awarded a public contract for at least one year after the date of such termination.

- The CONTRACTOR certifies that CONTRACTOR is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.

- CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONTRACTOR:

General Liability Policy:
$1,000,000.00 per occurrence
$2,000,000.00 aggregate
Auto Liability Policy:
$1,000,000.00 combined single limit
$5,000,000.00 (if charter or common carrier
Worker's Compensation Policy:
$100,000

All policies of insurance shall be rated "A-" or better by the most recently published A.M. Best Rating Guide and shall be subject to the SBCC approval as to form and issuing company. The SBCC shall be named as certificate holder and as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) days after execution of this Agreement. CONTRACTOR shall furnish the SBCC's Representative copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation,* *modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to the SBCC."* CONTRACTOR is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the SBCC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

- CONTRACTOR recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter "Confidential Information"). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR's facilities and equipment. CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.

- CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR's duties under this Agreement, and will specifically:
  a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
  b. Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
  c. Ensure all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
  d. Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC's information technology systems.
  e. The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized

by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.071(5)(a)2 and 3, Florida Statutes):

a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.071(5)(a)6]

b) Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.071(5)(a)2 and 6]

- CONTRACTOR's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

  IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SBCC'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

- Government Funding: Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not limited to Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20, 31, 40, 4.

  To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2 : (a) EDGAR Certification;

  (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest.

10.10 Entire Agreement. This Agreement constitutes Raptor's Purchase and Subscription Agreement, Raptor's Terms and Conditions, and terms from Customer's Independent Contractor Agreement incorporated herein is the entire agreement between the Parties. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations. In the event of any conflict or inconsistency between the terms or conditions set forth in any other document relating to the transactions contemplated by this Agreement, the combined terms and conditions set forth in this Agreement shall prevail.

Exhibit # 2 (a)

EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of $10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, ort voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

EDGAR CERTIFICATIONS (continued)

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name:	Raptor Technologies, LLC
Signature of Authorized Representative:	M. Pearson
Print Name of Authorized Representative:	Melissa Pearson

Exhibit # 2 (b)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” ”debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:

a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or

d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor: Raptor Technologies, LLC

Melissa Pearson
Printed Name

General Counsel
Title of Authorized Representative

Signature: M Pearson

Date: 5/8/25

Exhibit # 2 (c)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Florida Stat. as follows:

Preference to businesses with drug-free workplace programs - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied bids, proposal, or replies shall be followed if none of the tied vendor has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendero to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Raptor Technologies, LLC

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

Melissa Pearson	M. Pearson
(Printed Name)	(Signature)
General Counsel	5/8/2025
(Title)	(Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

State of FLORIDA)
County of CLAY)

My name is (INSERT NAME Melissa Pearson). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY Raptor Technologies, LLC) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY Raptor Technologies, LLC) understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Raptor Technologies, LLC

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Melissa Pearson	M. Pearson
(Printed Name)	(Signature)
General Counsel	5/8/2025
(Title)	(Date)

Exhibit # 2 (e)

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Contractor must disclose the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Contractor's Employee	SBCC Title or Position of Contractor's Employee	SBCC Department/School of Contractor's Employee

Check one of the following and sign:

☑ I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.

☐ I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.

M. Pearse

Signature

Raptor Technologies, LLC

Company Name

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Raptor Technologies, LLC LobbyGuard Solutions Rocket Parent, LLC PO Box 7966 Houston TX 77270 USA	INSURER A: Continental Casualty Company A	20443
	INSURER B: National Fire Ins. Co. of Hartford A	20478
	INSURER C: The Continental Insurance Company A	35289
	INSURER D: Indian Harbor Insurance Company A+	36940
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570107689465 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			7064368046 Commercial Package - GL,	04/03/2024	04/03/2025	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	Excluded
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Comp.: $1,500 / X Coll.: $1,000			7064368080 Commercial Auto - CNA	04/03/2024	04/03/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			7064368094	04/03/2024	04/03/2025	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7064368063 Workers Compensation - AO	04/03/2024	04/03/2025	X PER STATUTE OTH-ER	
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7064368077 Workers Compensation -CA	04/03/2024	04/03/2025	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
D	Cyber Liability			MTP903862105 Cyber/Tech E&O	04/03/2024	04/03/2025	Agg/Per Claim Limit	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

School Board of Clay County is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of Subrogation is granted in favor of the Certificate Holder in accordance with the policy provisions of the General Liability and Cyber Liability policy.

Certificate No : 570107689465

CERTIFICATE HOLDER	CANCELLATION
School Board of Clay County (SBCC) 900 Walnut St. Green Cove Springs FL 32043 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aon Risk Insurance Services West, Inc.

AGENCY CUSTOMER ID: 570000097098

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Raptor Technologies, LLC
POLICY NUMBER See Certificate Numbe 570107689465		
CARRIER See Certificate Numbe 570107689465	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Cyber & Product

Product Liability:

Carrier: Crum & Forster Specialty
Insurance Company
Limit: Each Occurrence $1,000,000
Aggregate Limit: $2,000,000
Policy Number:GLO104702
Policy Term: 04/03/2024 - 04/03/2025

Excess Products Liability:

Carrier:Admiral Insurance Company
Limit $2,000,000 xs of $1,000,000
Policy Number: UX00000077401
Policy Term: 04/03/2024 - 04/03/2025

Excess Cyber/ Professional Tech E&O:

Carrier: Continental Casualty Company
Limit: $5,000,000 xs of $5,000,000
Policy Number: 768789033
Policy Term: 04/03/2024 - 04/03/2025