



Teach Upbeat, LLC  
 445 Henry Street  
 Brooklyn, NY 11231  
 (646) 694-0252

**SERVICE ORDER FORM**

Form 527

November 22, 2022

**Teach Upbeat, LLC Contact:**  
 Henry Wellington  
 Managing Member  
 Phone: 301-518-4918  
 Email: [henry@teachupbeat.com](mailto:henry@teachupbeat.com)

**Customer Billing Address:**  
 Bill Bradford  
 Chief School Leadership Officer - Middle Schools  
 Fayette County Public Schools  
 450 Park Place  
 Lexington, KY 40511  
[bill.bradford@fayette.kyschools.us](mailto:bill.bradford@fayette.kyschools.us)

**Customer Shipping Address:**  
 Bill Bradford  
 Chief School Leadership Officer - Middle Schools  
 Fayette County Public Schools  
 450 Park Place  
 Lexington, KY 40511  
[bill.bradford@fayette.kyschools.us](mailto:bill.bradford@fayette.kyschools.us)

PRODUCT DESCRIPTION AND SERVICES	QTY	UNIT PRICE	SURVEY ADMINISTRATION	TOTAL FOR SY 22-23
<b>Engagement Survey for Instructional Staff   SY 22-23</b> Teach Upbeat, LLC ("Upbeat") shall provide Fayette County Public Schools ("Customer") with one survey administration during the 2022-23 school year and reports that measure teacher engagement across the district and at each school, as well as a subscription to Upbeat's website through which products and services are provided. Also included in the subscription: <ul style="list-style-type: none"> <li>• Unlimited access to Upbeat toolkits</li> <li>• 30-minute virtual consultation with each principal after survey administration; total of 35 hours of individual principal virtual coaching</li> <li>• Principal access to Upbeat leadership coaches for two months after consultation for implementation support</li> <li>• 20 hours of virtual district consultations per survey administration</li> </ul>	70 schools	\$1,500 per school	One survey administration	\$105,000
<b>Engagement Survey for Non-Instructional Staff   SY 22-23</b> Teach Upbeat, LLC ("Upbeat") shall provide Fayette County Public Schools ("Customer") with one survey administration to non-instructional staff in the district during 2022-23 school year. Also included in this subscription: <ul style="list-style-type: none"> <li>• English and Spanish Version</li> <li>• 30 minutes of virtual consultation to review results after survey administration</li> <li>• 30 minutes to virtually review and action plan with each department leader per survey administration</li> </ul>	2,729 employees	\$10 per employee	One survey administration	\$27,290
<b>Subtotal per school year</b>				\$132,290.00
<b>Total Sales Tax</b>				\$0.00
<b>Grand Total</b>				\$132,290.00
<b>Notes</b>				
<ul style="list-style-type: none"> <li>• Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, value added tax, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of Customer; any such amounts included in this quote are estimates for informational purposes only.</li> <li>• Customer's access to the Upbeat reporting website shall expire on September 1<sup>st</sup>, 2023</li> </ul>				



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**TERM AND TERMINATION**

This service order form (the "Order Form") shall be effective upon its execution by Customer and Upbeat, and shall continue in effect for a period of nine (9) months following the service activation date of December 1, 2022 (the "Initial Term"), unless terminated earlier in accordance with the terms herein. Thereafter, this Order Form shall automatically renew for consecutive renewal terms of one (1) year each (each a "Renewal Term", and together with the Initial Term, the "Term"), unless a party hereto gives the other party written notice of termination of this Order Form prior to the expiration date of the then current Renewal Term; provided, however, that prior to each Renewal Term of this Order Form, Upbeat shall have the right to revise the pricing and other terms set forth in this Order Form to be effective for the next Renewal Term. If the parties fail to agree in writing on the revisions to pricing or other terms set forth in this Order Form prior to the commencement of the next Renewal Term, this Order Form will terminate on the expiration date of the then current Renewal Term.

Customer acknowledges that Upbeat owns and retains all intellectual property rights that may exist in or come to exist in the products or services sold or disclosed to Customer under this Order Form, and that except for Customer's own use of such products or services, Customer shall not make any other unauthorized reproductions or use of such products or services.

During the Term of this Order Form, by no later than October 1, 2023 of the Initial Term and no later than October 1 of each Renewal Term, Customer shall provide to Upbeat a list identifying the names of all teachers who are then currently employed by Customer and those who have left the employ of Customer in the preceding year. Customer shall retain its ownership rights of any data provided through the Upbeat website and can request its return or deletion, subject to Upbeat's rights to retain copies of such data as may be required by law. Upbeat shall ensure to display any of Customer's data in a manner such that individuals cannot be personally identified. Upbeat agrees to use AES-256 encryption algorithm to safeguard any of Customer's data in Upbeat's possession, subject to Upbeat's rights to choose in the future, at its sole discretion, any other security technology measures that Upbeat deems adequate to safeguard Customer's data. Upbeat shall use commercially reasonable efforts to store Customer's data in redundant databases to ensure that Customer's data is not lost. Upbeat shall also use commercially reasonable efforts to have independent third parties conduct audits on Upbeat's security measures for protecting Customer's data. Upbeat shall also use commercially reasonable means to control authorized users' access to Customer's data, including ensuring that only authorized users are given access to data they are authorized to view.

Upbeat, without prejudice to its other rights hereunder, may immediately and without notice, suspend the delivery of and/or terminate this Order Form or suspend Customer's access to the Upbeat website in the event that Customer: (i) fails to make any payment when due, (ii) becomes insolvent or bankrupt, or ceases paying its debts generally as they mature, or (iii) breaches the terms and conditions of this Order Form or of Upbeat's Privacy Policy or Terms of Use posted to the Upbeat website. Customer may, without prejudice to its other rights, terminate this Order Form forthwith on duly providing written notice to Upbeat to that effect in the event of Upbeat's failure to provide or perform the products and services described in the table above through the Initial Term and any subsequent Renewal Term, and such default is continued for thirty (30) days after receipt of Customer's notice by Upbeat. In the event of the expiration or termination of this Order Form for any reason, all rights granted to Customer hereunder shall terminate, and Customer shall immediately discontinue, and cause Customer's authorized users to immediately discontinue, all use of the services and products provided by Upbeat. In the event of the expiration or termination of this Order Form, Customer shall notify all authorized users that their rights to access the Upbeat website and services and products provided by Upbeat have been terminated and Upbeat shall also have the right to notify all such authorized users of such termination.

**INVOICING AND PAYMENT TERMS**

Upbeat will invoice Customer for the initial installment payment stated above upon execution of this Order Form by the parties hereto and prior to each Renewal Term of this Order Form. Invoices are payable by Customer on net 30-day terms, F.O.B. Point of Origin.

**ACCEPTANCE**

This quote also serves as an order form. CUSTOMER AND TEACH UPBEAT, LLC AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND TEACH UPBEAT, LLC RELATING TO THE SUBJECT MATTER HEREOF.

Teach Upbeat, LLC

Fayette County Public Schools

By: \_\_\_\_\_  
Authorized Signing Authority

By: \_\_\_\_\_  
Authorized Signing Authority

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date