



# Service Order

**Energage, LLC.**  
397 Eagleview Blvd, Suite 200  
Exton, PA 19341

**Customer:**  
Bullitt County Public Schools  
1040 Highway 44 East  
Shepherdsville, Kentucky, 40165  
United States

**Order Number:** Q027601  
**Expiration Date:** 12/29/2023  
**Payment Terms:** Net 30  
**Payment Method:** Other

**SALES REPRESENTATIVE**  
**Name:** Chris Quinlan  
**Phone:** (484) 302-2169  
**Email:** chris.quinlan@energage.com

**PRIMARY CONTACT**  
**Name:** Jesse Bacon  
**Phone:** 502-869-8000  
**Email:** jesse.bacon@bullitt.kyschools.us

**BILLING CONTACT**  
**Name:** Jesse Bacon  
**Phone:** 502-869-8000  
**Email:** jesse.bacon@bullitt.kyschools.us

Subscription Terms
<b>Contract Term:</b> 12
<b>Contract Start Date:</b> 12/12/2023
<b>Contract End Date:</b> 12/11/2024

Product	Product Type	Billing Frequency	Start Date	Terms (Months)	End Date	Quantity	Effective Price / Billing Period	Total Contract Term
Energage Insights - Annual Insights Subscription Fee	Recurring	Annual	12/12/2023	12	12/11/2024	1744 Employees	\$31,192.00	\$31,192.00
Premier Support - Annual Premier Support Subscription - Pro	Recurring	Annual	12/12/2023	12	12/11/2024	1744 Employees	\$8,710.00	\$8,710.00

**Total One-Time Charges:** \$ 0.00

**Total Recurring Charges:** \$39,902.00

**Total Investment:** \$39,902.00

Notes

Expanded descriptions for Products can be found at <https://www.energage.com/product-list/>

## **SERVICE ORDER TERMS**

This Service Order is entered into on the Contract Start Date, (the "Effective Date") between the Customer listed above ("Customer") and Energage, LLC with its principal place of business at 397 Eagleview Blvd., Suite 200, Exton, PA 19341 ("Energage"). This Service Order, including the terms as specified herein, and the General Terms found at <https://www.energage.com/terms/> (together, the "Agreement") form a legally binding contract between the Customer specified above and Energage. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

In the event of any conflicts between this Service Order and the Energage General Terms, this Service Order will take precedence and prevail. Terms not defined in this Service Order have the meaning indicated in the Energage General Terms. This Service Order and the Energage General Terms constitutes the entire Agreement between the Parties regarding this subject matter, and supersedes all prior agreements, representations, and understandings between the Parties regarding this subject matter unless otherwise modified in writing by the Parties under a separate subsequent amendment.

### Fees and Expenses

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Sold To" location provided by Customer on this Service Order and reflected on the invoice.

Reasonable and necessary business and travel expenses actually incurred by Energage will be reimbursed by Customer upon submission of expense reports with appropriate documentation, as communicated by Customer.

### Invoicing and Payment

Invoices will be sent to the Billing Contact specified above and payments are due in accordance with the payment terms specified above.

### Subscription Auto-renewal

This subscription will automatically renew on the day after the Contract End Date specified in the Subscription Term block above, and Customer will be invoiced for the successive twelve-month term at a fee not greater than 10% above the previous term fee, with payment due according to the Payment Terms specified above.

Energage will send a Subscription Renewal Reminder by email to the Primary Contact and Billing Contact specified above at least 60 days before the renewal term. If Customer would like to opt-out of the auto-renewal or change any of the terms of the renewal subscription prior to renewal, Customer must notify Energage at [contracts@energage.com](mailto:contracts@energage.com) at least 30 days before the renewal term is to start. Without auto renewal in place, fees for renewal will be set to current fees at time of renewal.

### Subscription Quantity Changes

The fees set forth herein are based on the total number of Customer's employees as of the Contract Start Date, (the "Quantity") specified above. Such Customer employees are also referred to as Users in the Agreement. The annual Fees will not change during the first year of the initial term of the Agreement, unless there is an increase to the number of Users. Customer may be invoiced for additional Users added during the first year on a pro-rated basis for the remaining period left in the current term, with such sums being due and payable in full Net 30 days from Customer's receipt of the invoice. Upon Auto-renewal, the Customer will be invoiced for the revised number of Users at the start of the next Subscription Term.

Platform Access and Survey Distribution

Energage will provide access to the Energage Platform Services included in your Subscription on the Contract Start Date. Access will be granted through individual log-in credentials to the specified number of Users in this Service Order, each designated by the Customer. Designated administrators are responsible for determining access levels for each User. If subscription lapses, Customer will lose access to the Energage Platform Services.

For all surveys, Customer will provide a list of employees to be surveyed with their corresponding organizational hierarchy. Surveys can be issued electronically, through paper surveys, or various alternative methods approved by Energage. Customers sending SMS survey invitations through Energage must acquire and maintain explicit phone use consent from each survey recipient. For more detail, please see <https://www.energage.com/sms-terms/>

Support Services

With **Premier Support** as part of your subscription, Energage will provide you with access to a team of platform experts. Members of our designated team are available from 9am-5pm EST, Monday through Friday, to ensure you experience the full potential of your Energage subscription. Premier support offers expert product guidance for the full suite of Energage products.

**“By signing this Order Form, you represent and certify that you are authorized to sign on behalf of your respective organization and agree to the terms and conditions of this Order and any terms referenced herein.”**

Acknowledged and Agreed	
<b>Bullitt County Public Schools</b>	<b>Energage, LLC</b>
Signature :	Signature :
Name:	Name:
Title:	Title:
Date:	Date: