



Teach Upbeat, Inc
 98 Degraw St.
 Brooklyn, NY 11231
 (646) 694-0252

SERVICE ORDER FORM

Form 684
 May 6, 2024

Teach Upbeat, Inc Contact:
 Henry Wellington
 Managing Member
 Phone: 301-518-4918
 Email: henry@teachupbeat.com

Customer Billing Address:
 Ken Kippenbrock
 Executive Director, Human Resources & Operations
 Covington Independent Public Schools
 25 E 7th St., Covington, KY 41011
ken.kippenbrock@covington.kyschools.us

Customer Shipping Address:
 Ken Kippenbrock
 Executive Director, Human Resources & Operations
 Covington Independent Public Schools
 25 E 7th St., Covington, KY 41011
ken.kippenbrock@covington.kyschools.us

Product Description and Services	Qty	Unit Price	Survey Administrations	Total for SY 23-24, 24-25
Exit Survey for Instructional Staff SY 23-24 Teach Upbeat, Inc (“Upbeat”) shall provide Covington Independent Public Schools (“Customer”) with an exit survey given to all departing teachers during the 2023-24 school year. Also included in the subscription: <ul style="list-style-type: none"> Exit survey deployment to any teacher that leaves the district over the course of the year Continued access to Upbeat Exit Reporting throughout the school year to review results Two hours of consulting to review & action plan based on exit survey reports 	8 schools	\$1,000	Ongoing	\$8,000
Subtotal for SY 23-24				\$8,000
Total Sales Tax				\$0.00
Grand Total for SY 23-24				\$8,000
Notes				
<ul style="list-style-type: none"> 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. Customer’s access to the Upbeat reporting website shall expire on September 1, 2025 				



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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 twelve (12) months following the service activation date of May 7, 2024 (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, 2025 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. Customer permits Upbeat to utilize survey data in combination with the existing pool of Upbeat client data for research and continuous improvement purposes. No individual school or teachers will be identified in any publicly available presentations, reports, or academic research papers. 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, INC 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, INC RELATING TO THE SUBJECT MATTER HEREOF.

Teach Upbeat, Inc

By: Henry Wellington
 Authorized Signing Authority
 Henry Wellington/Managing Member

Printed Name/Title
05/06/2024
 Date

Covington Independent Public School

By: Alvin K. Garrison
 Authorized Signing Authority
 Alvin K. Garrison, Superintendent

Printed Name/Title
5/6/2024
 Date