

ORDER FORM

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This Order Form (this "Order Form") is entered into as of [ORDER DATE] (the "Order Date") by and between: [PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [PROVIDER ADDRESS] ("Provider"); and [CUSTOMER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CUSTOMER ADDRESS] ("Customer").

Provider and Customer are each a "Party" and together the "Parties."

Recitals. The Parties have entered into, or are concurrently entering into, a master agreement dated [MASTER AGREEMENT DATE] (the "Master Agreement") that governs Customer's purchase of products and services from Provider. This Order Form orders specific products or services under the Master Agreement and incorporates its terms. Capitalized terms used but not defined here have the meanings given in the Master Agreement. In consideration of the mutual promises below, the Parties agree as follows.

1. Incorporation and Order

- 1.1 **Incorporation of Master Agreement.** This Order Form is governed by and incorporates the Master Agreement. By signing, each Party reaffirms the Master Agreement as applied to this order.
- 1.2 **The order.** Customer orders, and Provider will provide, the products, subscriptions, or services described in Section 2 (the "Ordered Items"), subject to the terms of this Order Form and the Master Agreement.
- 1.3 **No third-party terms.** Any pre-printed or click-through terms in a Customer purchase order or vendor portal are for administrative convenience only and do not modify this Order Form or the Master Agreement, even if Provider acknowledges the purchase order.

2. Ordered Items and Quantities

2.1 **Description.** The Ordered Items, quantities, and applicable usage limits are:

Ordered Item	Description	Quantity / Limit	Unit Price
[ITEM 1]	[DESCRIPTION]	[QTY / SEATS / VOLUME]	[PRICE]
[ITEM 2]	[DESCRIPTION]	[QTY / SEATS / VOLUME]	[PRICE]

[ITEM 3]	[DESCRIPTION]	[QTY / SEATS / VOLUME]	[PRICE]
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2.2 **Usage limits.** Customer's use will not exceed the quantities or limits stated above. The Parties will document any increase through an amendment to this Order Form or a new Order Form referencing the Master Agreement.

2.3 **Optional add-ons.** Any optional add-ons or professional services are listed above or in an attached statement of work and are subject to the same terms.

3. Subscription or Service Term

3.1 **Term.** The term for the Ordered Items begins on [START DATE] and continues for [NUMBER] months, ending on [END DATE] (the "Order Term"), unless terminated earlier under the Master Agreement.

3.2 **Renewal.** Unless either Party gives written notice of non-renewal at least [NUMBER, e.g. 30] days before the end of the then-current Order Term, the Order Term will renew automatically for successive periods of [RENEWAL LENGTH] at Provider's then-current rates, except as otherwise stated in Section 4.

3.3 **Co-termination.** If this Order Form adds Ordered Items to an existing subscription, the Parties may co-terminate the new items with the existing term by prorating fees, as noted here: [CO-TERMINATION NOTE OR "N/A"].

4. Fees and Payment

4.1 **Total fees.** The total fees for the initial Order Term are [TOTAL AMOUNT] in [CURRENCY, e.g. US dollars], calculated as set out in Section 2 and any attached schedule.

4.2 **Billing.** Provider will invoice Customer [ANNUALLY IN ADVANCE / MONTHLY / ON THE SCHEDULE BELOW]:

Invoice	Amount	Due Date
[INVOICE 1]	[AMOUNT]	[DATE]
[INVOICE 2]	[AMOUNT]	[DATE]

4.3 **Payment terms.** Customer will pay each undisputed invoice within [NUMBER, e.g. 30] days of the invoice date by [PAYMENT METHOD]. Late payments are governed by the Master Agreement.

4.4 **Renewal pricing.** Fees for any renewal term will be [as stated in the table above / Provider's then-current rates / the initial fees plus no more than X%], as the Parties have agreed here.

4.5 **Taxes.** Fees are exclusive of taxes. Customer is responsible for all sales, use, and similar taxes, except taxes based on Provider's net income.

5. Delivery, Provisioning, and Acceptance

5.1 **Provisioning.** Provider will provision or deliver the Ordered Items by [PROVISIONING DATE OR "the Start Date"]. Where the Ordered Items include access to a service, Provider will provide access credentials or instructions to Customer's designated contact.

5.2 **Customer responsibilities.** Customer will provide the information, access, and approvals reasonably required for Provider to provision and deliver the Ordered Items. Provider is not responsible for delays caused by Customer's failure to meet these responsibilities.

5.3 **Acceptance.** Unless an attached statement of work states otherwise, the Ordered Items are deemed accepted on delivery or provisioning, subject to the warranty and remedy provisions of the Master Agreement.

6. **Contacts and Administration**

6.1 **Customer contacts.** Customer's billing contact is [NAME, EMAIL] and its technical or administrative contact is [NAME, EMAIL].

6.2 **Provider contacts.** Provider's account contact is [NAME, EMAIL] and its support contact is [NAME OR SUPPORT CHANNEL].

6.3 **Notices.** Notices under this Order Form follow the notice provisions of the Master Agreement and may also be sent to the contacts above for operational matters.

7. **Order-Specific Terms**

7.1 **Special terms.** The following terms apply only to this Order Form and, to the extent of a direct conflict, control over the Master Agreement solely for this order: [LIST ANY SPECIAL TERMS, OR STATE "None"].

7.2 **No other changes.** Except for the special terms expressly stated in Section 7.1, this Order Form does not modify the Master Agreement, which remains in full force and effect.

7.3 **Conflicts.** Except as provided in Section 7.1, if a conflict exists between this Order Form and the Master Agreement, the Master Agreement controls.

8. **General Provisions**

8.1 **Governing law and venue.** This Order Form is governed by the governing law and venue provisions of the Master Agreement, which apply as if fully set out here, referencing the State of [STATE] and the courts located in [COUNTY, STATE].

8.2 **Assignment.** Assignment of this Order Form is governed by the Master Agreement.

8.3 **Entire agreement; amendment.** This Order Form, together with the Master Agreement and any attached schedules, is the entire agreement between the Parties on its subject and supersedes prior discussions about this order. It may be amended only by a writing signed by both Parties.

8.4 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.5 **Counterparts and electronic signature.** This Order Form may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one order.

IN WITNESS WHEREOF, the Parties have executed this Order Form as of the Order Date.

PROVIDER

CUSTOMER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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