



USHER STRATEGIC RESELLER ORDER

This Order is submitted by the Usher Strategic Reseller pursuant to a Registration Form and an Approved Opportunity for the purpose of ordering Products and Services for deployment to the End Customer. Capitalized terms used but not defined in this Order and the terms “you,” “we” and “us” have the meanings provided in the Registration Form submitted by the Usher Strategic Reseller and accepted by Usher or one of its Affiliates (the “Registration Form”) or the Terms and Conditions of the Usher Strategic Reseller Program (the “Terms and Conditions”, and together with the Registration Form, the “Agreement”).

Name of Usher Strategic Reseller:	
Approved Opportunity Number:	
Date of Acceptance Email:	
End Customer:	
Reseller Level:	

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- This Order is for the Products and Services set forth on Exhibit A.
- This Order is firm and not subject to return, refund, cancellation or set-off.
- Usher Strategic Reseller certifies that the End Customer has executed a purchase order with the Usher Strategic Reseller, dated _____ for the Products and Services set forth on Exhibit A.
- We will invoice you for the one-time fees associated with each set-up service set forth on Exhibit A upon execution of this Order. We will subsequently invoice you monthly for Product user fees and fees for Services performed, in accordance with Exhibit A. Each invoice is due, in full, in the currency listed on Exhibit A, within 30 days of your receipt of the invoice.
- For the purposes of calculating the Product fees due hereunder, a “user” is any individual that the End Customer adds to its network in the Product’s administrative interface called “Network Manager”. The total number of users in a month is the number of individuals that are (or have been) listed as “current users” in Network Manager in such month. A single user in the End Customer’s network may have multiple badges at no additional charge.
- This Order is governed by the Agreement. In the event of a conflict between any provision of the Agreement and any provision of this Order, the provisions of this Order will prevail as it relates to the specific Products and Services ordered hereunder.
- This Order, any Opportunity Registration Form and the Agreement constitute the complete agreement between the parties and supersede all prior agreements, estimates, presentations, purchase orders, and representations, whether written or oral, concerning the subject matter of this Order. This Order may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom will be deemed to amend or modify this Order.

The terms and conditions of this Order are agreed to by:

Usher Incorporated (“Usher”)

[_____] (“Usher Strategic Reseller”)

Signature

Signature

Date

Date

Name

Name

Title

Title