

Order Form Conditions

For purposes of this Order Form, the following terms shall apply:

“Invoice Date” means the date set forth in the applicable invoice.

“Service Period” means the period of time set forth in the Order Form and during the Subscription Term that services provided by RightNow are covered by Customer payment(s).

“Subscription Services” means the hosted customer experience solutions identified in an Order Form, and any modifications periodically made by RightNow, but does not include the Professional Services.

“Subscription Term” means the period of time during which RightNow is required to provide Customer with the Subscription Services.

“Usage Limits” means the maximum capacity of the services available for your use during the Service Period.

1. By signing this Order Form, you are offering to purchase the services listed above. Your offer to purchase becomes binding when we accept it, and is not subject to the issuance of any other purchase orders, confirmations or other events. When your offer is accepted, the services will be made available for your immediate use for the Subscription Term.
2. Services descriptions may be viewed at http://rightnow.com/services_descriptions.php.
3. Your purchase is governed by RightNow’s Cloud Services Agreement, which may be viewed at http://www.rightnow.com/us_csa.php, the Order Form and these Order Form Conditions (collectively the “Agreement”). The Agreement cannot be overridden by terms contained in any later received document, unless accepted in writing by RightNow.
4. All payments are due net 30 days from Invoice Date, including any work performed under a time and material Statement of Work (including travel and expenses). For Subscription Services, the Service Period Total above is due net 30 days from Invoice Date. Subsequent Service Periods will be invoiced annually on the first day of the Service Period and such payment is due net 30 days from Invoice Date.
5. Your Usage Limits are set forth in the Order Form. Each month of the Service Period, consumption of the services will be deducted from your Usage Limits. Numbers of seat month users will be deducted based on the highest number of users during the previous month.
6. At any time, you may add capacity (e.g. users, sessions) to your Usage Limits at the per unit price listed above by completing the attached Change Form and sending to orderdesk@rightnow.com.
7. If you exceed your Usage Limits and you have not purchased additional capacity, we will invoice you monthly in arrears for the excess usage at the per unit price set out in the Order Form plus 30%.
8. Once per year, and with 90 days advance written notice by completing the attached Change Form and sending to orderdesk@rightnow.com, you may rebalance or decrease your Usage Limits. The change will take effect on the first day of your subsequent Service Period.
 - Usage Rebalance. You may re-allocate your Usage Limits so that you spend the same amount, but reduce excess capacity and increase capacity where needed (e.g. fewer users and more sessions).
 - Usage Decrease. If you decrease your Usage Limits, your remaining payments will be adjusted on the first day of your subsequent Service Period. We may increase the per unit net price that you pay to reflect the decreased volume, but you will never pay more than the per unit price set out in the Order Form plus 30%.
9. Once per year, and with 90 days advance notice by completing the attached Termination Notice Form and sending to orderdesk@rightnow.com, you may terminate your Subscription Services. The change will take effect on the last day of your then current Service Period. Both parties will be relieved of their obligations for the terminated Subscription Services under the Agreement (including future payments for subsequent Service Periods).
10. You may renew your Subscription Services for one additional 36 month Subscription Term. If you renew at the same capacity level, we will limit any increases in per unit price to a maximum of 15%.
11. Unless you specify otherwise, the URL for your hosted site will be based on our standard naming convention e.g. <http://customer.name.custhelp.com>.
12. The shipping address listed above will be used to determine the appropriate taxing jurisdiction of the products and services purchased.

CHANGE FORM



Customer Information:

Company: _____
Primary Contact: _____

PART 1 – REQUEST TO ADD CAPACITY

This notice will confirm Customer's authorization to add the following capacity for the remainder of the Subscription Term.

Product ID (SKU)	Product Description	Current Usage Limits/Quantity	Quantity to be Added

PART 2 – REQUEST TO REBALANCE CAPACITY

This notice will confirm Customer's authorization to rebalance the following capacity for the remainder of the Subscription Term.

Product ID (SKU)	Product Description	Current Usage Limits/Quantity	Quantity to be Added
Product ID (SKU)	Product Description	Current Usage Limits/Quantity	Quantity to be Deducted

PART 3 – REQUEST TO REDUCE CAPACITY

This notice will confirm Customer's authorization to deduct the following capacity for the remainder of the Subscription Term.

Product ID (SKU)	Product Description	Current Usage Limits/Quantity	Quantity to be Deducted

Agreement and Customer Signature:

AGREEMENT: By signing, Customer authorizes the changes described above.

Name: _____ Date: _____

Signature: _____

Title: _____



TERMINATION NOTICE FORM

Customer Information:

Company: _____

Primary Contact: _____

This notice will confirm Customer's intent to terminate the Subscription Services in accordance with the Order Form dated _____.

Agreement and Customer Signature:

AGREEMENT: By signing, Customer authorizes RightNow Technologies, Inc., to terminate the Subscription Services.

Name: _____ Date: _____

Signature: _____

Title: _____

The change will only take effect if you complete this Termination Notice Form and send to orderdesk@rightnow.com at least 90 days before your next Service Period Start Date.