PURCHASE ORDER

CUSTOMER

Company name:	[…]
Registered Office	[…]
Postal address and primary place of business	[…]
Registration number	[…]
VAT ID / Tax ID	[…]
Representatives authorized to issue Purchase Orders	[…]

Bill to:	[Company name, address]
Billing contact name	[…]
Billing contact email	[…]
Billing Phone	[…]
Billing fax	[…]

Ship to:	[Company name]
Shipping contact name	[…]
Shipping contact email	[…]
Shipping Phone	[…]

SUPPLIER

Supplier name:	**Capture Consulting und IT Services GmbH**
Registered Office	A-1100 Wien, Wienerbergstraße 11 / A / 15
Registration number	FN 418286 b
EU VAT ID	ATU68861145
Bank Account (EUR)	IBAN AT09 1500 0005 0142 1564
Representatives authorized to accept Purchase Orders	Gabor Olah

TERMS

By signing this Purchase Order and submitting it to us, Customer agrees that the Software License and Services Terms and Conditions ("**Terms**") of Capture as Supplier are applicable to this Purchase Order and shall form an integral part of the Purchase Order. Terms not defined herein shall be interpreted as set out in the Terms.

Terms are (i) available at www.capture.eu or (ii) attached to this Purchase Order or (iii) referenced below. Customer states that he have read and accepted those Terms as amended in this Purchase Order.

The Purchase Order, the Terms, Additional Terms (as part of the Terms), Documentation and the following documents (if any):

[insert any other documents, including any special conditions, most importantly if Customer has an amended Terms document, then that has to be referenced here – in that case we do not have to attach it to each and every PO],

together, comprise the Agreement between the parties.

PURCHASE ORDER

PRODUCTS AND SERVICES

Product: [product name, exactly as it is written in the Terms]

Price: [pricing tables] (net)

License Term Starts: [date]

License Term Expiry: [date]

License and Service Term automatic renewal: YES

Payment term: yearly fee in advance

Payment frequency: yearly

Delivery type: by Capture

Termination period: 30 days (otherwise automatic renewal)

OPTIONS

Option type	Option terms and conditions	Fee

NOTES

Product and Service descriptions are in the **Product and Service Description and Pricing Policy** attached to the **Terms.**

PURCHASE ORDER

SIGNATURES

By signing this Purchase Order and sending it to Supplier,

- Customer acknowledges and agrees that the License Term will automatically renew for periods equal to Customer's latest License Term unless Customer or Supplier terminates the License and Service Term in line with the termination period of thirty (30) calendar days in writing to the day following the expiration of the term. In case of automatic renewal Customer will be charged at the lower of (i) the standard charges and rates if Supplier published such charges and rates and duly notified Customer at least 30 days before Customer's right to terminate renewal expired, or (ii) the rates applicable based on the Agreement on the last day of the expiring License Term increased by 10%.
- Customer acknowledges and agrees if we published standard charges and rates at www.capture.eu then, in case the Agreement does not contain a certain fee amount, or a fee is not explicitly waived by us in writing, the published standard charges and fees (at the time of Customer Purchase Order issuance) shall be applicable and invoiceable by us.
- Customer accepts that fees displayed or agreed exclude any taxes or duties payable in respect of the Products in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Supplier, Customer must pay to Supplier the amount of such taxes or duties in addition to any fees owed under the Agreement. In the event Customer must withhold any amount from Customer payment (e.g., withholding tax), Customer accepts and agrees that Supplier may automatically increase the invoiced amount so that Supplier receives the full amount of the fees set out in this Purchase Order.
- Customer acknowledges and agrees that Supplier may identify Customer by Customer's company name and logo as its customer in promotional materials. This right shall also apply beyond the contractual relationship.
- Customer agrees to the limitation of liability provisions in the Terms.
- Customer agrees that place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with the Agreement shall be the court having jurisdiction and competence at the contracting Supplier entity's seat (which is currently Vienna, Austria).
- The Customer agrees that this Term (and all related parts of the Term) is subject to Austrian law and this is deemed to be agreed. The applicability of the UN Convention on Contracts for the International Sale of Goods and other conflict-of-law rules is excluded.
- Customer acknowledges that Customer Products contain third party software or code, to which different terms apply. Such third-party software listed in the "About" or "Credits" or similar sections in the Software Products. The Third Party Software Policy applies to all such third party software or code.
- The Customer is bound to this order for 30 calendar days.

By signing this Order, I hereby submit it and accept its terms and conditions as binding, subject to Supplier's acceptance:

Place, Date: _____

By signing this Purchase Order, I accept it as binding:

Place, Date: _____

_____   _____

Customer's signature   Capture's signature