General Terms and Conditions (hereafter "**GTC**") of Cortado AG (hereafter "**Cortado**") for contracts with companies or consumers who order software products by using the Cortado Online Shop (hereafter "**Customer**").

1. Scope of the GTC

1.1 The following GTC apply to all orders of products via the Online Shop website, future orders, contracts, offers, deliveries, and other services (hereinafter jointly referred to as "Software") from Cortado insofar as no deviant individual agreements have been agreed between the Parties. The validity of any Terms of Trade of the Customer is herewith expressly contradicted, even if they have been sent to Cortado in a confirmation notice or by other venue.

1.2 All rights and obligations of the Customer and Cortado are defined below as well as on the website to which these GTC apply.

1.3 The terms of the End User License Agreement which Customer are included with the Software which Customer downloads from the Cortado-website and which have to be read, accepted and confirmed during the installation routine of the Software remain effective in addition to these GTC and Customer has to adhere to them.

2. Subject Matter

Cortado provides Software available on the Online Shop website, which can be downloaded by the Customer.

3. Purchasing, Prices and Download

3.1 In the interest of security of business dealings, purchase of the Software via the Online Shop is only available to registered Customers. Cortado is entitled to revoke access authorization and purchase of the Software by barring access without giving reasons if Customer (a) has provided false information during registration or (b) has breached these GTC or (c) failed to exercise the necessary care in handling his/her access data.

3.2 All prices of the offered software products do not include value added tax (VAT) in its current statutory amount. Customer does not have to pay VAT, if Customer is exempted from paying VAT according to § 4 No. 1b UStG (Company Tax Law of Germany) for delivering to an EU-country by giving their sales tax identification number (for the United Kingdom VATID) or according to § 4 No. 1a UStG (Company Tax Law of Germany) for delivering to a non-EU-country.

3.3 After successful payment by Customer via a payment provider as indicated by Cortado and after Cortado has received the confirmation of Customer's successful payment from such payment provider, Cortado will send the license key electronically to the email address provided by Customer upon registration as a new customer at the Online Shop website, as well as the link to the website where the software can be downloaded. Cortado will also send a delivery note to Customer as a proof of and the order.

3.4 The purchased Software is only available in electronic form and can be downloaded by Customer from the Cortado website. Cortado will not deliver any Software in any other way. Within 30 days after download of the Software, Customer must activate the Software by using the activation key received from Cortado after indicating its registration number and the number of the license key to Cortado.

3.5 Should events and circumstances occur which prevent Cortado from making the Software available to Customer (for example technical problems, war, strike or natural disaster) and which are beyond the control of Cortado as determined by the general principals of law, the date of making the Software available will be extended according to the duration of such circumstances and their consequences. If Cortado is unable to fulfill the contract due to the aforementioned reasons, Cortado is released from its obligation of delivery.

4. Conditions of Payment and Default

4.1 Ordered Software can be paid for using Customer the indicated payment provider. Customer will be forwarded to such payment provider's website to complete the payment transaction by providing his/her credit card information or data required for debit charge procedure. The amount to be paid will be charged to the credit card or debited to the account of Customer by the payment provider. Only terms and conditions of the payment provider apply to payment and default of payment. If the Customer decides for billing upon dispatch of purchase, Cortado shall issue a corresponding invoice.

4.2 If Customer is in default, Cortado will be informed hereof by the payment provider and reserves the right to withhold further deliveries and services and to demand interests for defaults of Customer. Cortado is also entitled to claim compensation for any amounts exceeding the damage of interests.

4.3 If Cortado receives notification from the payment provider that Customer caused re-

verse booking of the payment for the Software after it has been activated, Customer shall receive a reminder with the request of immediate payment of the outstanding amount. If Customer does not balance the overdue amount immediately, Cortado reserves the right to initiate further legal proceedings without prior notice.

5. Retention of Title

Cortado retains title to the Software purchased by Customer until complete payment is received.

6. Warranty

6.1 Customer is entitled to warranty for any defects arising from the Software for a warranty period of twelve (12) months, if Customer is an entrepreneur as defined in § 14 German Civil Code (BGB), and for a warranty period of twenty four (24) month, if Customer is a consumer as defined in § 13 German Civil Code (BGB).

6.2 The delivered Software is considered error-free, if it does not deviate considerably from the features described in the accompanying technical documentation. A deviation is considerable, only if it affects the normal use of Software as described in the technical documentation. Statements made in brochures, websites or sales pitches grant contractual warranty only if confirmed by Cortado in writing. Information in product manuals and documentations and/or advertising material referring to a product's possible expansions or available accessories are not binding upon Cortado, for they are subject to constant adaptation and future developments. Cortado is entitled to perform modifications to programs, even after delivery, to improve the program's performance without reducing the efficiency of the remaining Software.

6.3 If Customer is an entrepreneur as defined in § 14 German Civil Code (BGB), Customer is obliged to notify Cortado immediately in writing of any obvious defects within two weeks after receiving the Software and the license key. Customer is obliged to describe the effects of the defect, its appearance and the conditions under which it occurs. If the period of two weeks is exceeded, claims for damages based on this defect are excluded.

6.4 After Cortado received such written notification and description of defects (if Customer is an entrepreneur), Cortado shall immediately verify and analyze the defect and provide redress within a reasonable and required period of time of at least four (4) weeks. Cortado reserves the right to choose whether to provide redress by supplying an altered version of the Software to Customer or by remedy defects. Cortado also reserves the right to make two (2) attempts of rectification of defects. If Cortado does not provide redress or rectification of defects within a reasonable period of time, Customer is entitled to demand reduction of the price of the Software or, if a defect of the Software is significant and fundamental and cannot be corrected by using other options of the software, rescind from the order of the defect Software. Cortado will carry all costs of rectification of defects or supply of an altered version as long as the delivered software product has not been taken to a different location than the place of fulfillment by Customer.

6.5 Customer is explicitly not entitled to warranty, if the reported defects result from usual wear and tear, outside influences, operator's error or a usage of or a change to the Software by Customer or a third party without the previous written consent of Cortado and not in accordance with the regulations of this GTC or the technical documentation. Cortado's obligation to provide redress also lapses if Customer uses the Software with hardware or in a software environment different from those intended by Cortado as indicated in the technical documentation. In such cases, Cortado may provide redress and Customer will reimburse Cortado for the expended time and costs. Customer does not have to reimburse Cortado, if Customer can prove that the changes to the Software or its usage are not related to the defect and do not substantially obstruct the analysis and repair of the defect.

6.6 Customer is obliged to assist Cortado in determining and removing the defects, in particular by providing necessary information and documentations about the defect and its appearance and by supporting analysis of errors and correction of defects.

6.7 Cortado is entitled to disregard a possible defect, if it could only be rectified by excessive effort or if the function or responsiveness of the Software is inhibited to a less than negligible extent.

7. Liability

7.1 Cortado is liable for damages to Customer only as far as damage has been caused by his legal representatives or employees and has been caused by intent or gross negligence or by a gross organizational fault of Cortado. Liability for damages caused by slight negligence is limited in scope to the price of purchase. This limitation of liability applies accordingly in cases of previous inability of Cortado. In case of any infringement of cardinal obligations of the contract, bodily injury, impairment of health or death, the limitation of liability shall not apply.

7.2 Cortado is not liable for any damages which arise from computer viruses, if the Software has been free of computer viruses at the moment it left the electronic system of Cortado.

7.3 Cortado is also not liable for loss of profit, unrecovered investments, for atypical, unforeseeable damage, for indirect and/or for consequential damages. Furthermore, Cortado is not liable for re-establishment of lost data unless said loss or destruction of data can be proved to arise from gross negligence or intent of Cortado. In fact, Customer is responsible for ascertaining that his/her data is restorable at justifiable expenditure by using appropriate and up-to-date safety precautions.

7.4 The liability of Cortado is limited up to an amount of 1,000,000 Euro per claim, unless a limitation of liability is prohibited by law.

7.5 The product liability of Cortado remains unaffected.

8. Information on Revocation/Legal Consequences

8.1 If Customer is a consumer as defined in § 13 German Civil Code (BGB), Customer is entitled to revoke the contract within two (2) weeks in writing (e.g. by letter, fax, or email) without giving reasons. The revocation period starts with the receipt of this information on revocation at the earliest. In order to adhere with the revocation period it is sufficient to send off the declaration of revocation within said time frame. The declaration of revocation is to be addressed to

Cortado AG
Alt-Moabit 91a/b
10559 Berlin, Germany

info@team.cortado.com

Fax: +49 – (0)30 – 39493199

8.2 If the declaration of revocation is legally valid, both Parties have to restore what has been received in performance of the contract. If Customer is unable to restore the received performances partially or in whole or only in a significantly worse state, Customer is obliged to compensate the loss of value. Payment obligations are to be fulfilled within thirty (30) days after sending the declaration of revocation to the addressee mentioned above.

9. Set off

Customer is only entitled to set of a claim against any counterclaims of Cortado or to assert a right of retention, if its counterclaims are uncontested or ascertained legally valid by a competent judge and if said counterclaims arise from the same contractual relationship.

10. Individual Agreements and Alteration of the GTC

These GTC or any part of it may only be amended or modified by written individual agreement signed by each of the Parties. Oral agreements are invalid in addition to these GTC. Cortado reserves the right to modify these GTC at any time without Customer's consent.

11. Place of Performance

Place of Performance is at Cortado AG's headquarters in Alt-Moabit 91 a/b, 10559 Berlin, Germany.

12. Place of Jurisdiction/Applicable Law

These GTC and their application shall be subject to and construed and interpreted in accordance with the law of Germany to the exclusive jurisdiction of the Courts of Berlin, Germany, if the Customer is a merchant. Any places of jurisdiction legally provided remain unaffected. Any terms of the CISG (United Nations Convention on Contracts for the International Sale of Goods) are applicable, if they include compelling law.

13. Severability Clause

Should these GTC contain an omission or should a term be, become or be held by a court of competent jurisdiction partly or entirely void the remainder of these GTC remains unaffected. Instead of the missing or void term, a stipulation is considered as agreed upon which best fits the Parties' originally intended economic purpose.

Cortado AG
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