

Standard Terms And Conditions

Part II: Sale Of Licenses And Goods

1. General Provisions

This Part II amends our Standard Terms and Conditions, Part I. It covers the legal relationship between a customer ("Customer") of the shop ("Shop") and Cognitone GmbH ("Cognitone") concerning the purchase of software licenses and the delivery of goods. This part only applies to visitors submitting orders in the shop on www.cognitone.com.

Both parts I and II together are the complete Standard Terms and Conditions of Cognitone GmbH. In case individual provisions should be incomplete or missing, the respective provisions of the first part apply.

All services, deliverables and offers provided by the Shop are subject to these Standard Terms and Conditions. Any amendments or supplements must be made in writing. Conditions proposed unilaterally by the Customer will not become part of the terms, even if Cognitone did not expressly contradict.

Legal requirements for the trade of digital software and content are different from those for physical goods. In particular, there is no statutory right to withdraw a purchase once the software was transferred to the a customer's computer. Therefore please carefully read these terms and conditions.

2. Commencement

All published product presentations and prices are subject to change and are not binding. Cognitone reserves the right to change technical features within reasonable limits. Descriptions of products and goods are not guaranteed. When Cognitone updates its Internet pages, previous prices and product descriptions will become obsolete. Orders are based on prices valid at the time of their submission.

The respective software license and these terms are presented clearly visible to Customer during checkout. In order to be able submit the order, Customer is required to expressly confirm them. By clicking on the button „Submit Order“ (or equivalent), Customer places a binding order. The purchase agreement is effectively concluded upon receipt of the subsequent confirmation email sent to Customer.

As a prerequisite for purchasing a license, Customer is required to create a free user account ("Account"), which is used to permanently store the license and organize associated downloads. Cognitone grants licenses to individuals only. Customer is required to provide a correct name and address at the time of order submission, or alternatively during product authorization at the latest. Regarding the use of the Account, Part I of the Standard Terms And Conditions applies.

3. Payment, Maturity, Delay of Payment

Prices for products shipped physically to outside the EU (European Union) do not include VAT. For technical reasons, digitally distributed products (Downloads) are sold for the same price worldwide, VAT included only where necessary. Corporate customers owning a VAT ID in the EU may contact Cognitone before ordering.

The shop offers various methods of payment Customer can choose from. Cognitone reserves the right to exclude particular methods of payment in individual cases at its own discretion.

Costs for shipping and handling are charged separately. The total amount displayed when submitting an order is due net in full. In case of wire transfers, Customer bears the transfer fee charged by his/her local bank, while Cognitone pays the fees charged for reception by their own local bank („splitting“). Should a payment be canceled, withdrawn or become invalid (credit card, check, direct debit), Customer has to bear the additional costs incurred by the cancellation.

Should Customer not complete a payment with a period of 14 days, Cognitone may withdraw from the purchase and cancel the order.

4. Delivery Of Physical Goods

Goods are being shipped only after successful receipt of payment. Customer is notified by email as soon as the payment is complete. The delivery times listed on the website are rough estimations based on experience. Cognitone assumes no liability for them.

Shipments to outside the EU may be subject to duties, import taxes and fees for customs clearance, which are levied once a shipment reaches Customer's country. These costs must be borne by Customer. Cognitone has no control over these charges. Customs staff is entitled to open a package for verification. Customs policies vary widely from country to country. We recommend Customer to ask his/her local customs office for more information. Cognitone includes documents with appropriate declarations with the shipment in order to accelerate customs clearance where possible.

5. Delivery Of Downloads

After successful completion of the payment, delivery is accomplished in the form of a license key that is stored on Customer's Account. The license key legitimates for immediate download and installation of the purchased software product. Customer is notified via email, so he/she can originate the download ("Pickup").

Speed and reliability of the download transmission depend on the bandwidth of Customer's Internet connection. As long as Customer possesses a legitimate license, he/she may retry or repeat a download at any time. Cognitone reserves the right to remove outdated downloads from the server after a certain grace period, when a product is no longer supported.

6. Authorization

In case the product is authorized by means of software („Challenge/Response“), Customer must authorize the product for use on a particular hardware within 30 days after initial installation of the software. After expiration of that grace period, the software will no longer run unless the product authorization was completed. During the grace period, the installed product is fully functional, except a few bonus features, which will be unlocked after authorization.

In case the product is authorized by means of a smart key („i-Lok“), the license is delivered through a different channel than the associated physical goods. Cognitone deposits the license on www.ilok.com using the account name provided by Customer. Customer then downloads the license to his/her smart key from there, which effectively completes the delivery.

Further details are covered by the Software License Agreement (EULA) accompanied with the product.

7. Retention of Title

Delivered goods remain in the property of Cognitone until full receipt of payment. Customer is granted the right to use the software according to the accompanying software license agreement. The ownership of the software and all associated rights however, remain in the property of Cognitone. The license is only valid after full receipt of payment. Customer may not use the software prior to that.

8. Exclusion or Rescission

In case of continued delay or failure of payment, Cognitone is entitled to withdraw from the purchase, reclaim the goods, revoke the license and prohibit any further use of the software.

If Customer deliberately provides false information regarding his/her person or fraudulently assumes the identity of another person, the license becomes invalid. In such case, the license key would be locked on all servers and further use of the software is prohibited. Using the software without a valid license is a violation of copyright law and is prosecuted to the extent possible under law. Cognitone reserves the right to exclude individual subjects from receiving a license at its own discretion, if there are indications for potential fraud.

9. Cancellation, Withdrawal

The statutory right of consumers to withdraw from a purchase is not applicable for software products or downloadable digital content, if the software package has been opened or the digital goods have been transferred to a storage medium of the customer. Consumers (as opposed to businesses) may withdraw from a purchase within a period of 14 days and return the received goods and licenses for a refund of the purchase price only if the package was not opened and the software was not yet installed. Withdrawals be addressed in writing to Cognitone GmbH, Rahlstedter Weg 114, 22159 Hamburg, Germany. Customer bears the shipping costs for returning the goods. A license already transferred to a smart key is to be returned.

10. Customer Obligations

According to the software license agreement, Customer is responsible for keeping his/her password, the license key and the downloaded software confidential. He/she must not publish this information or hand it over to third parties, or deliberately tolerate that others get hold of it. Cognitone kindly asks Customer to update his/her email and street address in the Account profile whenever these happen to change. Customer's contact information should be updated at the time of the next login, at the latest. In addition, the terms of the Software License Agreement (EULA) and the Standard Terms And Conditions (Part I) apply.

11. Privacy

Personal data required for payment processing, shipping and license administration is stored in machine-readable form and is kept strictly confidential. Information necessary for the accomplishment of an order may be temporarily provided to service contractors involved in the shipping procedure. Please review our Privacy Policy, which also governs your visit to cognitone.com, to understand our practices.

12. Warranties And Liability

Cognitone warrants that the purchased license key will allow for the installation and regular use of the software on the designated hardware during the whole license period. If, for whatever technical or other reason, Cognitone happens to be no longer able to provide the authorization service, Customer will receive a re-

placement for the license key, or a software patch free of charge that restores the functionality of the software. Despite our best efforts, Cognitone can not guarantee the uninterrupted and permanent availability of its Internet services. Should the initial download of a product continue to fail, Customer may withdraw from the purchase and get the money back.

Cognitone assumes no liability of any kind for potential losses or damages which might possibly incur from the use the shop or a disruption of the Internet service, or by shipping delays. In no event will Cognitone's liability for any claim, whether in contract, tort or any other theory of liability, exceed the refund of the license fee already paid by Customer, if any. Cognitone does not guarantee the delivery times listed on the website, which are rough estimations based on experience only.

Please also regard the disclaimers of warranties which are part of the Software License Agreement (EULA) and the Standard Terms & Conditions, Part I.

13. Final Provisions

This contract is governed under the law of the Federal Republic of Germany and any dispute shall be subject to the exclusive jurisdiction of the local courts. UN trade law does not apply. The place of performance is the place of business of Cognitone GmbH, 22159 Hamburg, Germany.

Moreover, if any of the above terms should be unclear, incomplete or missing, the provisions of the Standard Terms & Conditions (Part I) apply.

For all questions regarding this contract us directly. You will find our current email and street address on www.cognitone.com on the contact page.

Hamburg, December 1st, 2008