

## General Terms and Conditions for Software Licenses and Accompanying Services

(Effective July 2022)

These General Terms and Conditions for Software Licenses and Accompanying Services (“**General Terms and Conditions**”) apply to software distributed and accompanying services provided by Maltego Technologies GmbH, a company registered in the district court Munich, Germany under no. HRB 236523 (hereinafter referred to as “**Licensor**”) to its customers (hereinafter referred to as “**Licensee**”).

Unless agreed otherwise Licensor distributes software licenses by way of Subscription Plans. By subscribing to a Subscription Plan Licensee acquires temporary rights to use software and will be given access to optional Accompanying Services. The specific scope of each Subscription Plan is specified on Licensor’s website. In addition, these General Terms and Condition apply. (Licensor and Licensee also referred to as “**Party**” and collectively the “**Parties**”).

### I. Software Licenses

#### 1. Scope of Software Licenses

- 1.1. By subscribing to a Subscription Plan Licensee will be granted a worldwide, non-exclusive, non-transferrable and non-sublicensable right to temporarily use the respective Software for Licensee’s internal use (“**Software License**”).
- 1.2. Unless agreed otherwise Software Licenses are personalized and valid only for specific Users (however, every User may use the Software on several computers or mobile devices). If the Licensee wishes more than one person, e.g. several users, to use Software it needs to subscribe the respective number of Users under the Subscription Plan.
- 1.3. Software Licenses entail the right to download, install and run the respective Software. Apart from that, the Licensee is only entitled to copy and edit the Software, as far as it is legally permitted to do so by the German Copyright Act and only in the event that the necessary information is not provided by the Licensor upon request by the Licensee. The Licensee may create backup copies, restricted to absolutely necessary numbers, should it be necessary to do so due to reasons of data security or the retention of a quick reactivation of the computer system after a total failure of the scheduled backup of the total data storage. The backup copies may only be used for archive purposes.
- 1.4. Except as permitted by sec. 1.3. the Licensee has no right to reproduce or copy the Software or any accompanying documentation (meaning user manuals, training materials, product descriptions and specifications, technical manuals, license agreements, supporting materials and other information relating to Software or Accompanying Services), whether distributed in print, electronic or video format by Maltego to Customer (“**The Documentation**”). The Licensee shall not translate, adapt, develop, vary, modify, disassemble, decompile or reverse engineer the Software or allow any third party to do so, except to the extent permitted by applicable law. The Licensee shall not circumvent any licensing, control, security or encryption features or reverse engineer any communication protocols. The Licensee is not permitted to sell, lend, rent, offer for sale, prepare a derivative work, export, have made, display to third parties, distribute or sublicense the Software or to reproduce or to make the Software or the Documentation (cf. sec. 18.) available to third parties. The Licensee’s right according to sec. 69e paras. (1), (2) German Copyright Act remains unaffected.
- 1.5. Copyright markings, serial numbers as well as other characteristics serving purposes of identification of the Software, may not be eliminated or changed. The same applies to suppressing the display of such features on the screen.
- 1.6. The Licensee shall be obliged to take suitable measures to prevent unauthorised access to the Software and its Documentation by third parties. The Licensee shall keep the original data that was supplied to it and the backup copies in a safe place secured against unauthorised access by third parties. Compliance with these General Terms and Conditions and with the provisions of copyright law must be emphasised to the Licensee’s employees and the Licensee shall be liable to Licensor for the actions of the Licensee’s employees.
- 1.7. Software Licenses for the Software editions “Licensor Community Edition / Kali Edition” as well as licenses granted for free for testing and evaluation purposes or under special promotion campaigns only grant a limited right of use for non-commercial purposes and may not be used for commercial benefit or monetary compensation (“**Free Version**”).

#### 2. Intellectual Property

- 2.1. Software Licenses granted under these General Terms and Conditions may refer to both software that is the intellectual property of Licensor and software that is the intellectual property of Paterva (Pty) Ltd. (incorporated in South Africa under registration number 2008/005705/07) (in any case hereinafter referred to as “**Software**”). In the latter case Licensor acts as reseller for Paterva software. Licensor warrants that it holds sufficient right to sell and grant rights to use Paterva software.
- 2.2. Should Software contain intellectual property of Paterva, the user of the Software may be asked on its first usage to confirm that it will respect the intellectual property rights of Paterva (by confirming Paterva’s End User License Agreement via tick-box).

Licensor warrants that the user rights conveyed under Paterva's End User License Agreement do not fall below the scope of Licensee's rights subscribed to according to these General Terms and Conditions. These General Terms and Conditions shall supersede Paterva's End User License Agreement.

### 3. Legal and Export Compliance

- 3.1. It is the Licensee's responsibility to ensure that its use of the Software conforms with all applicable laws, in particular for countries in which the Software is used. The Software may not be used for the generation of unsolicited email (spam), cyber harassment or cyber stalking or for other unlawful purposes. The Licensee warrants that it is not, nor is it owned or controlled by, directly or indirectly, a person or entity that is included on any list of sanctioned or ineligible parties maintained by the United States, the European Union, the United Kingdom or Germany. In particular, Licensee warrants that it is not, nor is it owned or controlled by, directly or indirectly, a person or entity that is included on the list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control ("SDN List") or the Consolidated List of UN, EU, and UK Financial Sanctions. Licensee agrees that it will notify Licensor if these circumstances change. For purposes of this provision, "owned" and "own" mean an interest of fifty (50) percent or more and "control" means the right or ability to dictate the decisions, actions, and/or policies of an entity or its management.
- 3.2. Licensee warrants that it will not sell, export, re-export, transfer, use, or enable the use of the Software, its related technology and services, or any other items that may be provided by Licensor, directly or indirectly:
  - (a) to or for end-use by any person or entity that is included on any list of sanctioned or ineligible parties maintained by the United States, the European Union, the United Kingdom or Germany; and
  - (b) to or for end-uses prohibited by United States, the European Union, the United Kingdom or German export or sanctions laws and regulations.
- 3.3. Licensee warrants to Licensor that none of its activities under these General Terms and Conditions shall be made for the purpose or effect of, or reflect acceptance or acquiescence in, public or commercial bribery, extortion, kickbacks, payoffs or other unlawful or improper means of obtaining business. Licensee further warrants and agrees that it has and will strictly adhere to all applicable anti-corruption laws in connection with fulfilling its obligations under these General Terms and Conditions. For the avoidance of doubt, Licensee warrants that no usage of the items provided by Licensor to Licensee under these General Terms and Conditions shall violate any applicable anti-corruption laws or would otherwise be improper, illegal or corrupt.
- 3.4. Licensee shall indemnify Licensor against all third-party liability, claims, damages, cost and expenses suffered as a result of the Licensee's use of the Software not complying with applicable law or the Licensee's breach of the warranties in this 3.

### 4. Deployment and Infrastructure

- 4.1. As specified in the Subscription Plan Licensee has subscribed to, the Software may connect via internet to external servers, on which Transforms will run ("**Public Servers**"). Public Servers may be operated by Licensor, Paterva or any third-party data center located in the United States or European Economic Area. When Licensee exchanges data with Public Servers of third parties, it is Licensee's exclusive responsibility to conform with all applicable United States or European Economic Area laws (including, but not limited to data protection laws) applicable.
- 4.2. Software may be deployed within the IT infrastructure of the Licensee's organization, i.e. Licensee will host the software on its own servers or on servers that Licensee controls ("**On-Premise Solution**"). If Licensee has subscribed to a Subscription Plan designated for an On-Premise Solution, it is exclusively Licensee's responsibility to ensure that Licensee's server infrastructure runs properly.

### 5. Data Integration

- 5.1. Software Licenses encompass the right to start, run and use software tools ("**Transforms**") that fetch data from a variety of sources and databases. Transforms are available on the online platform Transform Hub ("**Transform Hub**") which is directly accessible via the Software. The available Transforms are listed in Licensor's Transform Guide which is published on Licensor's website and may be updated from time to time. Licensor is not responsible or liable for the content, functionality, and results of Transforms.
- 5.2. Transforms may connect to external servers and/or databases operated by third parties. Licensor takes no responsibility as to the data protection standard or any other security aspect of these external sources of information; Licensee uses them at its own risk. The availability and content of services are at the sole discretion of the third party and may be subject to usage agreements and other restrictions. The Transform Servers' availability and quality of service is at the sole discretion of the respective third-party provider.
- 5.3. The Transforms may use open source software that is provided by a third party. Before using any open source or third-party add-on code within the Software, Licensee will ensure that it has sufficient right to use the open source code or third-party add-

on code. Licensee will be responsible for ensuring that any licensing obligations regarding third party add-on code or open source software used with the Software are satisfied. Licensor will not be liable to, and will be indemnified by Licensee for any claim that may be brought because of Licensee's use of open source code or third-party add-on code with the Software in each case that is not provided by Licensor. Licensor is not responsible for the content, functionality and results of open source software or third-party add-on codes in each case that is not provided by Licensor.

- 5.4. Licensor may modify the offering of and/or conditions for using Transforms at any time. The conditions for using Transforms may depend on the type of Subscription Plan to which Licensee has subscribed.
- 5.5. The present Section 5 is supplemented by the terms and conditions that can be found here: <https://www.maltego.com/terms-and-conditions-for-data-integrations/> and that form an integral part of these General Terms and Conditions.

## II. Accompanying Services

### 6. Standard Support

- 6.1. For the duration of each Subscription Plan, Licensor provides support by the following means ("Standard Support"):
  - (a) Licensor provides a basic e-mail support. Requests by e-mails will be answered in due time. The e-mail address for support requests is published on Licensor's website.
  - (b) Licensor provides an extensive online documentation portal.
  - (c) Licensor may release updates of the Software. However, Licensor has no obligation to create or release any updates. In any case, Licensor is not obliged to provide any support for previous versions of the Software as soon as an update for this Software is available.
- 6.2. The Standard Support is provided without any additional charge.

### 7. Additional Services

- 7.1. Licensee may order additional support services. The scope and pricing of additional support services shall be defined in separate Statements of Work which Licensor may provide on Licensee's request. The pricing for additional support services may depend on the Subscription Plan to which Licensee has subscribed.
- 7.2. Further, Licensee may order other accompanying services such as Transform Writing, Integration Consulting, Onboarding, Deployment Support or Learning and Training Units. In this case the Parties will define the scope of such other accompanying services in separate Statements of Work and agree on the pricing conditions. The pricing for other accompanying services may depend inter alia on the Subscription Plan to which Licensee has subscribed.

### 8. Learning & Training Courses

- 8.1. Licensor provides training and learning sessions on the usage and functionalities of the Software as described on Licensor's website (hereinafter "Training Courses").
- 8.2. Generally, Training Courses are offered as paid services and may be ordered online or by individual communication, e.g. via e-mail.
- 8.3. The commercial conditions for providing Training Courses and their content are described on Licensor's website (<https://www.maltego.com/learning/>). The fees for ordered Training Courses are due as indicated on the invoice.
- 8.4. To the extent appropriate and unless agreed otherwise, all regulations of these General Terms and Conditions apply to Training Courses.

## III. Commercial Terms and Conditions

### 9. Order Process

- 9.1. Licensee may choose between different Subscription Plans. All available Subscription Plans (including a description of their respective scopes) are published on Licensor's website. When subscribing to a Subscription Plan Licensee specifies the number of users that are going to use the Software ("Users"). Each User will be charged additionally.
- 9.2. Licensee may subscribe to Subscription Plans in one of the following ways:
  - (a) If Licensee subscribes to a Subscription Plan online via Licensor's website, Licensee makes a binding offer by completing and submitting the online order form and confirming to accept these General Terms and Conditions and the

data protection statement by ticking the respective box. The subscription shall become effective, as soon as Licensor sends via e-mail an explicit declaration of acceptance to Licensee. An automatic order confirmation of the Licensor does not constitute a declaration of acceptance. In any case, the invoice sent by Licensor to Licensee constitutes a declaration of acceptance.

- (b) If Licensee has requested a quotation from Licensor or has sent a purchase request to Licensor, Licensor will send a binding offer via e-mail including these General Terms and Conditions. The subscription shall become effective, if Licensee confirms the order via e-mail to Licensor.
- (c) If these General Terms and Conditions have not been effectively agreed upon according to sec. 9.2. (a) or (b), then at the latest the subscription including these General Terms and Conditions is deemed concluded with the user installing, copying, or otherwise using the Software. This is explicitly the case, if the user is rightfully using a training, trial or other free version of the Software ("Free Version").

## 10. Delivery

- 10.1. Upon or with the valid subscription Licensor will send an electronic delivery document ("**Electronic Delivery Document**") by e-mail to the Licensee. The Electronic Delivery Document will specify the Subscription Plan to which Licensee has subscribed as well as the number of Software Licenses subscribed under the Subscription Plan and provide the necessary access information for downloading and installing the Software as well as links for downloading the documentation.
- 10.2. Software will be delivered by download; no hardware is included.
- 10.3. If Licensee is provided with access data for the download (such as logins, passwords, etc.), it will keep all access data strictly confidential and will refrain from passing it on to third parties. The Licensee will take reasonable measures to protect access data against unauthorized use by third parties. The Licensee will immediately notify Licensor in writing, if any access data is accessed by any unauthorized party.
- 10.4. Accompanying Services will be delivered as described in Part II and/or in a respective statement of work.

## 11. Subscription Term

- 11.1. Subscription Plans are subscribed for a specific period of time ("**Subscription Term**") as specified in the Electronic Delivery Document. The Subscription Plan becomes active with the start of the Subscription Term as specified in the Electronic Delivery Document and/or invoice.
- 11.2. To prolong a Subscription Plan by further Subscription Terms, Licensee may choose between the following options ("**Renewal Process**"):
  - (a) If Licensee requests a prolongation of its current Subscription Plan by email prior to the elapse of the current Subscription Term, the Subscription Plan will be prolonged by an additional period of time which equals the period of time of the current Subscription Term.
  - (b) If the current Subscription Plan is not terminated by either Party in writing (email suffices) four weeks before the expiry of the current Subscription Term, the Subscription Plan will be prolonged by an additional period of time which equals the period of time of the current Subscription Term. Such renewal may occur several times until the Subscription Plan is terminated in due time.

## 12. Changing Number of Users

- 12.1. At any time, Licensee may subscribe further Users under an Active Subscription Plan. If Licensee makes use of this right during a running Subscription Term, Licensee shall pay the fees for the additional Users for the whole Subscription Term which is still running. Should the Subscription Plan end with the expiry of the current Subscription Term, the user rights of all Users will simultaneously end with the end of the current Subscription Term, even if Users have been added during the Subscription Term. Should the Subscription Plan be prolonged according to sec. 11.2., all Users that are subscribed in this moment will be prolonged for the next Subscription Term.
- 12.2. Under an Active Subscription Plan Licensee may reduce the number of Users only with effect to the end of the current Subscription Term, if the Licensee terminates the Users in writing (e-mail suffices) four weeks before the expiry of the current Subscription Term.
- 12.3. If Licensee neither reduces nor increases the number of Users according to sec. 12.1. and sec. 12.2. the Subscription Plan will renew according to sec. 11.2. with the same number of Users.

## 13. Termination of Subscription Plans

- 13.1. Licensor may terminate any Subscription Plan or single Software Licenses for cause, with immediate effect:

- (a) if Licensee is in delay with payments owed to Licensor by more than four weeks, or
  - (b) if the Software is used in violation of the limitations stipulated in sec. 1. or is used for unlawful purposes or actions, or
  - (c) if Licensee commits a material breach of these General Terms and Conditions and, if such breach is capable of remedy, fails to remedy the breach within 10 days of receiving a respective request from Licensor, or
  - (d) if Licensee becomes subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 13.2. The notice of termination must be in writing (e-mail suffices). If Licensee holds more than one Subscription Plan and/or more than one Software License Licensor may terminate the Subscription Plans and/or Software Licenses independently of one another, if the preconditions of this sec. 13. are fulfilled.
- 13.3. Notwithstanding the termination rights according to sec. 13.1., the Parties waive their right to ordinarily terminate Subscription Plans or Software Licenses.
- 13.4. With any lawful termination of a Subscription Plan the Licensee's right to use the Software based on this Subscription Plan expires. In this case, the Licensee must immediately and completely discontinue the use of the Software, delete all copies of the Software installed on its systems and delete the backup copies that may have been created unless the Licensee is required by law to retain the copies. Licensor may deactivate the license keys provided to the Licensee and terminate the Licensee's access to the Transform Hub and/or Public Servers ("kill switch") and the Licensee shall have no claims against Licensor in this regard.
- 13.5. Without prejudice to the preceding sections, Licensor always has the right to discontinue one or several of its Subscription Plans, Software and/or Accompanying Services. If it does so, Subscription Plans and/or Software Licenses for discontinued Software terminate automatically at the end of its current Subscription Term. A notice of termination is not necessary.
- 13.6. In the event of termination, Licensee shall have no rights to damages or indemnification of any nature related to such termination (but not limiting any claim for damages it might have on account of Maltego's breach of these General Terms and Conditions, even if the breach gave rise to termination, such liability being governed by and subject to the limitations set forth elsewhere in these General Terms and Conditions).

#### **14. Payments**

- 14.1. The Licensee shall pay a Subscription Fee to the Licensor for the Subscription Plan the Licensee has subscribed to.
- 14.2. Unless agreed otherwise the Subscription Fee is to be paid in full after the receipt of the Electronic Delivery Document (Sec. 10.1.) or after the issuance of the respective invoice within 30 days, whichever occurs earlier. Invoices will be sent by e-mail and will specify the Subscription Plan. Failure to pay any invoice(s) on maturity shall trigger the Licensee's obligation to pay penalties of 0,1 % of the due amount for each calendar day of delay.
- 14.3. Moreover, if the Licensee fails to make the payment for over 10 (ten) calendar days after the due date, Licensor may, unilaterally and at its sole discretion, without prejudice to any other remedy under the law or these General Terms and Conditions, stop or suspend the respective Subscription Plan and/or any other related deliverables. The Licensee accepts that any potential resulting from such an event is not be imputable to Licensor.
- 14.4. Applicable value added tax (VAT), sales tax or equivalent taxes at the applicable rate will always be added to the prices and fees, as far as such taxes are imposed by law. Any additional charges, import duties or taxes applicable in the country of the Licensee on installation, usage or delivery of the Software are to be borne by the Licensee. Should the Licensee by whatever means bring the Software into or use the Software in another domestic jurisdiction and should this trigger additional VAT, taxes, charges, import duties or other taxes, they are to be borne by the Licensee; the Licensee shall indemnify Licensor against all claims, liability, costs and expenses in this regard.
- 14.5. The Licensee is prohibited from withholding payment to Licensor based on any set off claims or through the exercise of a right of retention against monetary claims of Licensor resulting from these General Terms and Conditions, unless the Licensee's claims are undisputed or finally adjudicated.
- 14.6. In case the Licensee is using a Free Version of the Software then he is bound by these General Terms and Conditions but does not need to pay a fee for the Software License. By derogation of sec. 13.3., each Party has the right to ordinarily terminate the Software License for a Free Version by providing the other Party with a termination notice in writing (e-mail suffices) or in the user interface of the Software with a notice period of two weeks.

**IV. Regulations Applicable to Resellers****15. Process of Reselling**

- 15.1. Licensor may appoint Licensee as a reseller (“**Reseller**”) for Subscription Plans. In this case the stipulations of this sec. 15. apply to the relationship between Licensor and the Reseller. In addition, all other regulations of these General Terms and Conditions apply, as far as they are adequate.
- 15.2. The Reseller is entitled to distribute Subscription Plans with the scope as defined on Licensor’s website on its own behalf to its own customers (“**Customers**”). The Parties may agree on a group of target Customers and/or a geographical area for Reseller’s distribution activities. When distributing Subscription Plans Reseller may use its own contractual terms and conditions. However, Reseller has to ensure that its contractual conditions comply with sec. I. and sec. II.
- 15.3. After Reseller has concluded a contract with a Customer on a Subscription Plan, it will notify Licensor of the contact details of the Customer. Depending on the Subscription Plan the Customer has subscribed to, Licensor will issue the respective Electronic Delivery Document to the Customer according to sec. 10.
- 15.4. Reseller has to comply with all embargo-based restrictions and anti-corruption laws Licensor and/or the Software is subject to.
- 15.5. Any resale of Software or Documentation to any person or entity other than as expressly permitted herein is expressly prohibited.

**V. General Regulations****16. Limitation of Liability**

- 16.1. To the largest extent permitted by the law, the Licensor shall not be liable for any lost profits, revenues, goodwill, special, consequential, punitive, indirect or incidental damages arising out of these General Terms and Conditions, except in the event of wilful intent. The total aggregated liability of the Licensor for any and all losses, including claims, or demands whether for specific performance or otherwise, or damages, liabilities, obligations, and/or costs and expenses incurred or claimed by the Licensee with respect to these General Terms and Conditions, shall be limited to the value of the licence price of last 2 contractual months before the loss/claim/damage took place. These limitations shall be deemed to apply also to Licensor’s contractors, agents and its respective officers, directors, shareholders and employees.
- 16.2. Nothing in these General Terms and Conditions limits or excludes the liability of either Party to the other for:
  1. personal injury or death resulting directly from the negligence of the other Party;
  2. fraud or fraudulent misrepresentation;
  3. a breach of Section 17 (Confidentiality); or
  4. any liability that cannot be limited or excluded under applicable law.
- 16.3. Neither Party (including a Party’s affiliates, officers, directors, employees, agents and suppliers) may bring a claim under these General Terms and Conditions more than 24 months after the event that creates the action or claim.
- 16.4. The Licensee is obligated to take sufficient data backup measures not less often than on a daily basis in order to limit the risk of data losses.

**17. Confidentiality**

- 17.1. The Parties are obligated to maintain the strict confidentiality of all information, business secrets and data disclosed or handed over and/or otherwise made accessible during the cooperation and the execution of these General Terms and Conditions (“**Confidential Information**”). Such Confidential Information shall not be shared in whole or in part with third parties. Measures that serve the purpose of this Contract shall be permitted.
- 17.2. The following information shall be considered Confidential Information:



- (a) the licence keys,
  - (b) Licensor's information regarding Licensor's pricing policy, product roadmaps or strategic marketing plans,
  - (c) information regarding Licensee's product roadmaps or strategic marketing plans.
  - (d) non-public materials relating to the Software.
  - (e) trade secrets, i.e. information of either Party which (i) is not commonly known or available to the public, (ii) derives actual or potential economic value from not being generally known to the public, and (iii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;
  - (f) information of or provided by either Party, either orally or in writing, other than Trade Secrets, that is of value to its owner and is treated as confidential or is marked as 'confidential' or should reasonably be understood to be treated as confidential due to its nature and/or the circumstances of its disclosure.
- 17.3. The confidentiality obligation shall not apply to information which:
- (a) was already known to a Party prior to the conclusion of a contract without an obligation of confidentiality,
  - (b) is public, unless such fact has become public due to a culpable breach of a confidentiality obligation under these General Terms and Conditions,
  - (c) is rightfully received by from a third-party without a restriction on disclosure or use,
  - (d) is developed completely independently from discloser's Confidential Information, or
  - (e) has been explicitly designated as not confidential.
- 17.4. Each Party shall be entitled to share Confidential Information only with those employees, affiliates, group entities, independent advisors or service providers who are concerned with the completion, implementation or fulfilment of a Subscription Plan, to enable usage of the Software or to provide support and related services. Each Party shall ensure that such persons are obliged to keep the confidential information received confidential, and are bound by confidentiality restrictions at least as restrictive as those contained herein unless such persons are bound by a professional confidentiality obligation, e.g. as an attorney, tax advisor or auditor.
- 17.5. If disclosure is required by law, the Party receiving the Confidential Information shall inform the disclosing Party that disclosure is required by law, reasonably prior to disclosure, to permit the disclosing Party to intervene to restrict disclosure of Confidential Information. Such party shall only disclose that portion of the Confidential Information required to be disclosed. These General Terms and Conditions may be disclosed in any the pending litigation with the designation "Confidential – Attorney Eyes Only," or a comparable designation.
- 17.6. After termination of a Subscription Plan, each Party shall delete all data received, notes and copies thereof, if any, in due course, unless the receiving Party is obliged by law to retain the Confidential Information.
- 17.7. These confidentiality obligations remain in force for twelve months after termination of contracts concluded on basis of these General Terms and Conditions.
- 18. Product Conformity**
- 18.1. The Documentation may include end user manuals, operation instructions, installation guides, release notes and on-line help files as well as the product specifications, illustrations, drawings, particulars, performance data and other data and information provided on Licensor's website or otherwise made available, contain only a product description and shall not be deemed to constitute a guarantee or any other kind of warranty of specific characteristics unless explicitly referred to as such.
- 18.2. Maltego hereby disclaims and Licensee waives all representations, warranties, conditions or other terms (whether express, implied, or statutory), including, without limitation, any warranty, condition, or term (i) of merchantability, fitness for a particular purpose, reasonable care and skill, noninfringement, satisfactory quality, accuracy, or system integration, or (ii) arising from any course of dealing, course of performance, or usage in the industry. To the extent permitted by law, if a warranty, condition, or term cannot be disclaimed, such warranty, condition, or term shall be limited in duration to the applicable express warranty period.
- 18.3. Defects of the Software that constitute a non-conformity must be identified in writing with a comprehensive description of the error symptoms, and if possible evidenced by written recordings and Software log files, hard copies or other documents demonstrating the defects. The notification of the defect must include sufficient specificity such that the error can be reproduced. This shall not affect the statutory obligation under applicable law, if any, of the Licensee to inspect and notify defects.
- 18.4. The Licensee must inspect the Software for obvious defects without delay and any defect discovered must immediately be reported to Licensor in writing. The same applies if any such defect is subsequently discovered. Providing Software to the Licensee by download from a server via internet shall be deemed a delivery within the meaning of this sec.

- 18.5. Licensor is not obligated to do any installation and configuration services. Licensor does not give any warranty that the hardware and software environment of the Licensee's computer system fulfils the requirements of the Software provided by Licensor. The respective Documentation enumerates the system requirements necessary for running the Software.

## 19. Alteration of the General Terms and Conditions

- 19.1. The Licensor has the right to alter the General Terms and Conditions in the following procedure:
- (a) The Licensor sends a written (e-mail suffices) declaration ("Declaration") to the Licensee informing the latter about the new General Terms and Conditions and the point of time at which the changes shall become effective.
  - (b) The Declaration must reach the Licensee at the latest four weeks before the changes shall take effect. A Declaration that is sent to the latest e-mail address, that was specified by the Licensee (e.g. in the order process), shall be deemed received by the Licensee. The Licensor may also use other means to deliver the Declaration to the Licensee (e.g. a pop-up window in the Software).
  - (c) Within two weeks from receipt of the Declaration, the Licensee has the right to terminate the agreement with effect from the date upon which the changes shall take effect.
  - (d) If the Licensee does not terminate within the period stipulated in paragraph (c) above, the Licensee will be deemed to have accepted the new General Terms and Conditions as per the Declaration.
  - (e) In the Declaration the Licensee will be informed about the consequences of its reaction to the Declaration and its right to terminate the agreement.

## 20. Miscellaneous

- 20.1. Assignment. Neither Party may assign or transfer its rights or obligations as provided in these General Terms and Conditions without the prior written consent of the other Party; provided, however, the Licensor may, without consent, assign these General Terms and Conditions as a result of a merger or a sale of all or substantially all of its assets or stock, including as part of any internal reorganization process.
- 20.2. General Terms and Conditions priority. These General Terms and Conditions shall take precedence over any other terms, conditions of purchase, etc. of the Licensee or of any other party. For the avoidance of any doubt, any additional, contrary or different terms contained in any Purchase Order or other request, writing or communication by Licensee pertaining to these General Terms and Conditions, and any attempt to modify, supersede, supplement or otherwise alter these General Terms and Conditions, will not modify these General Terms and Conditions unless such terms have been fully and expressly approved in a writing and is signed by authorized representatives of both Parties.
- In case the Licensee consents to Paterva's license terms on the installation of Software, this will not affect the validity and applicability of these General Terms and Conditions. In case of contradictions between these General Terms and Conditions and Paterva's license terms these General Terms and Conditions shall prevail.
- 20.3. No verbal side agreements. Amendments or additions to contractual agreements between the Parties must be made in writing (e-mail suffices) and must – on the side of the Licensor – be performed by a duly authorized person explicitly stating that the amendment or addition changes the contractual agreement between the Parties. This also applies if this form requirement shall be suspended.
- 20.4. Severability. Should one or more provisions of these General Terms and Conditions or other written agreements be or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions. In place of the invalid or unenforceable provision, such legally valid and enforceable provision shall apply which reflects as closely as commercially possible the spirit and purpose of the invalid or unenforceable provision.
- 20.5. Choice of Law. This Framework Contract shall be governed by and construed in accordance with the laws of Germany, and the Parties agree to the exclusive jurisdiction of the courts of Munich, Germany, in connection with any claim, matter or dispute arising out of, or in connection with, this Framework Contract. The contractual relation between the parties shall be subject to the law of Germany, excluding conflict of law rules and excluding the United Nations Conventions on the International Sale of Goods (1980). Software Licenses issued by Licensor are subject to the German Copyright Act (excluding conflict of law rules).
- 20.6. Place of Performance. The place of performance for all services arising from contracts between the Parties is the seat of the Licensor.