

## Terms and Conditions for Data Integration Subscription

(Effective 09 December 2020)

Maltego Technologies GmbH, a company registered in the district court of Munich, Germany under no. HRB 236523 (hereinafter referred to as "**Maltego**") develops and distributes software products and provides accompanying services. Maltego operates inter alia a platform ("**Transform Hub**") which is directly accessible via the software "Maltego Desktop" and provides access to various sources of information or data ("**Data Integration**"). Data Integrations are created via transforms ("**Transforms**"). Transforms are pieces of software that fetch data to be used for a visual representation in the "Maltego Desktop" from a variety of data sources (e.g. from public sources (OSINT), third-party data provided by a data partner ("**Data Partner**") as well as from Customer's own data). On the Transform Hub, sets of Transforms are bundled into hub items ("**Hub Item**").

Under these Terms and Conditions ("**Terms and Conditions for Data Integration Subscription**") the customer ("**Customer**") may acquire temporary access to specific Hub Items and the underlying sources of information via the Maltego Desktop ("**Data Integration Subscription**").

The specific features and commercial conditions of each Data Integration Subscription are specified on Maltego's website. In addition, these Terms and Conditions for Data Integration Subscription apply (Maltego and Customer also referred to as "**Party**" and collectively the "**Parties**").

### I. Data Integration Subscription

#### 1. Content and Scope of Data Integration Subscriptions

- 1.1. By subscribing to a Data Integration, Customer acquires the right to access and/or use certain Data Integrations for a specific volume measured in transform runs ("**Transform Run**") and/or a specific period of time ("**Subscription Term**").
- 1.2. Transform Runs may be priced differently for different Data Integration Subscriptions. Running one Transform does not necessarily count for one Transform Run. Transform Runs which have not been used within the Subscription Term expire by the end of the Subscription Term; Customer may not claim any refund for expired Transform Runs. Transform Runs may not be transferred to the next billing period and are specific to a Data Integration and cannot be transferred to other Data Integrations.
- 1.3. The content and scope of each Data Integration Subscription is specified on Maltego's website. Maltego is not responsible for the content, quality and availability of data and information accessible via Data Integrations.

#### 2. Customer Vetting Process for Subscribing to Data Integrations

- 2.1. Maltego offers Data Integration Subscriptions only to Customers that fulfil all the following requirements of Maltego's vetting process ("**Vetting Process**"):
  - (a) Customer has accepted Maltego's General Terms and Conditions and Maltego's Data Privacy Policy;
  - (b) Customer's License Keys are valid for a commercial Maltego edition;
  - (c) Customer has provided all "Know-Your-Customer" (KYC) information requested by Maltego during the Vetting Process and fulfils all requested KYC criteria (e.g. relating to embargo relevant requirements or other legal compliance);
  - (d) Customer has accepted the Terms of Use applicable for the specific Data Integration and set forth by third-party Data Partner; and
  - (e) Customer has accepted these Terms and Conditions for Data Integration Subscription
- 2.2. Maltego will assess Customer's compliance with the requirements listed above by conducting a Customer specific Vetting Process which may form part of the order process. Customer is obliged to provide all information requested in the Vetting Process completely and truthfully. Customer is strictly liable without limitation for all consequences of any false or incomplete statement provided during the Vetting Process. Maltego will inform Customer about the result of the Vetting Process via e-mail. It is solely at Maltego's discretion whether Customer will be granted access to Data Integrations. Maltego is in no way obliged to offer any Data Integration Subscriptions to the Customer.
- 2.3. It is Customer's responsibility to ensure that he or she continues to fulfil all criteria he or she has been notified of in the Vetting Process when using the Data Integration. Customer must inform Maltego immediately about any changes to the information provided during the Vetting Process.

## II. Commercials

### 3. Order Process

- 3.1. Customer may choose between different Data Integrations Subscriptions. All available Data Integration Subscriptions (including a description of their respective scopes) are published on Maltego's website.
- 3.2. Customer may subscribe to Data Integrations Subscription in one of the following ways:
- (a) When Customer subscribes to a Data Integration Subscription online via Maltego's website, Customer makes a binding offer by completing and submitting the online order form and confirming to accept Maltego's General Terms and Conditions, Maltego's Data Privacy Policy and these Terms and Conditions for Data Integration Subscription.
  - (b) On Customer's request Maltego will provide a quotation via e-mail. By signing this quotation, Customer makes a binding offer and confirms to accept Maltego's General Terms and Conditions, Maltego's Data Privacy Policy and these Terms and Conditions for Data Integration.
  - (c) If these Terms and Conditions for Data Integration have not been effectively agreed upon according to sec. 3.2., then at the latest the Data Integration Subscription including these Terms and Conditions for Data Integration is deemed concluded with the user installing, copying, or otherwise using the Data Integration. This is explicitly the case, if the user is rightfully using a trial or other free version of the Data Integration.
- 3.3. The Customer agrees that its eligibility will be checked according to sec. 2. before concluding the contract.
- 3.4. Each Data Integration Subscription shall become effective, as soon as Maltego sends via e-mail an explicit declaration of acceptance to Customer. An automatic order confirmation of Maltego does not constitute a declaration of acceptance. In any case, the invoice sent by Maltego to Customer constitutes a declaration of acceptance.

### 4. Delivery

Upon or with the valid Data Integration Subscription, Maltego will send an electronic delivery document ("**Electronic Delivery Document**") by e-mail to the Customer. The Electronic Delivery Document will specify the Data Integration Subscription to which Customer has subscribed to.

### 5. Subscription Term

- 5.1. Data Integrations are subscribed for a specific period of time ("**Subscription Term**") as specified in the Electronic Delivery Document. The Data Integration Subscription becomes active with the beginning of the Subscription Term as specified in the Electronic Delivery Document and/or invoice.
- 5.2. If the current Data Integration Subscription is not terminated by either Party in writing (email suffices) two weeks before the expiry of the current Subscription Term, the Data Integration Subscription 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.

### 6. Termination of Data Integration Subscriptions

- 6.1. Maltego may terminate any Data Integration Subscription for cause,
- (a) if Customer is in delay with payments owed to Maltego by more than two weeks, or
  - (b) if the Data Integration is used in violation of the limitations stipulated in sec. I. or is used for unlawful purposes or actions, or
  - (c) if Customer commits a material breach of these Terms and Conditions for Data Integration Subscription and, if such breach is capable of remedy, fails to remedy the breach within 10 days of receiving a respective request from Maltego, or
  - (d) if Customer becomes subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 6.2. The notice of termination must be in writing (e-mail suffices) and must be issued within two months after Maltego gains knowledge of the circumstances which entitle it to terminate. If Customer holds more than one Data Integration Subscription Maltego may terminate the Data Integration Subscriptions independently of one another, if the preconditions of this sec. 6. are fulfilled.
- 6.3. Notwithstanding the termination rights according to sec. 6.1., the Parties waive their right to ordinarily terminate Data Integration Subscriptions.

- 6.4. With any lawful termination of a Data Integration Subscription the Customer's right to use the Software based on this Data Integration Subscription expires. In this case, the Customer must immediately and completely discontinue the use of the Data Integration, delete all copies of the Data Integration installed on its systems and delete the backup copies that may have been created unless the Customer is required by law to retain the copies. Maltego may deactivate the license keys provided to the Customer and terminate the Customer's access to the Data Integration ("kill switch") and Customer shall have no claims against Maltego in this regard.
- 6.5. Without prejudice to the preceding sections, Maltego always has the right to discontinue one or several of its Data Integration Subscriptions. If it does so, Data Integration Subscriptions for discontinued Data Integrations terminate automatically at the end of its current Subscription Term. A notice of termination is not necessary.
- 6.6. In the event, that a Data Partner discontinues the cooperation with Maltego and does not further grant access to the Data Partner's API, Maltego always has the right to discontinue the affected Data Integration Subscriptions with two weeks' notice. In this case, Maltego shall refund any payments already received on a pro rata basis to the Customer.

### **III. General Regulations**

#### **7. Miscellaneous**

- 7.1. Only with the prior written consent of a Party, the other Party may assign claims and rights to third parties.
- 7.2. These Terms and Conditions for Data Integration shall take precedence over any other terms, conditions of purchase, etc. of the Customer or of any other party. In addition Data Integration Subscriptions are subject to Maltego's General Terms and Conditions. In case of contradictions between Maltego's General Terms and Conditions and these Terms and Conditions for Data Integration the latter shall prevail.
- 7.3. No verbal side agreements exist. Amendments or additions to contractual agreements between the Parties must be made in writing (e-mail suffices) and must – on the side of the Maltego – 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.
- 7.4. Should one or more provisions of these Terms and Conditions for Data Integration Subscription 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.
- 7.5. The courts of Munich, Germany shall have exclusive jurisdiction over all disputes under and in connection with Data Integration Subscriptions, provided that Customer is a merchant within the meaning of the German Commercial Code or if upon the commencement of legal proceedings, the Customer has no place of business or ordinary residence in Germany.
- 7.6. The place of performance for all services arising from contracts between the Parties is the seat of the Maltego.
- 7.7. 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 Maltego are subject to the German Copyright Act (excluding conflict of law rules).