

MALTEGO ACADEMIC AND NON-PROFIT PROGRAM

TERMS AND CONDITIONS

VERSION: JANUARY 2023

BEFORE YOU REGISTER TO MALTEGO ACADEMIC AND NON-PROFIT PROGRAM, PLEASE READ THIS DOCUMENT AND ANY OTHER TERMS REFERENCED HEREIN CAREFULLY. If you don't agree with (or cannot comply with) the terms and conditions, then you may not register in the Program.

1. Definitions.

"Program" means the Maltego Academic and Non-Profit Program setting forth certain benefits and requirements for Participants registering and being accepted in the Program.

"Software" includes subscription licenses, any applicable documentation, and any software updates that Maltego licenses to Participant or that Participant may access under the Program.

"Subscription License" means the license awarded to Participant by Maltego for a limited period of time, as part of the Program.

"Participant" means an academic or non-profit organization that is granted the right to use and access Maltego Subscription Licenses as part of the Program. In exceptional cases, highly certified training companies whose main activity is the provision of training may be considered as part of the Program.

"Project" means the research project carried out by the Participant for non-commercial purposes, as part of its activity, based on the Subscription Licenses, accepted by Maltego to be part of the Program.

"Qualified Users" means any of the following individuals who are affiliated with a Participant: (i) currently enrolled students; (ii) anyone performing academic, not-for-profit research on behalf of the Participant and (iv) employees of training companies.

"Terms and Conditions" means the terms and conditions set forth in the present document.

2. Purpose.

2.1 Maltego wishes to enhance innovation by giving eligible Participants access to the Maltego Software, resulting in multiple benefits to the Participant ("Benefits"). All

Benefits granted by Maltego are subject to change at Maltego's sole discretion, at any time.

- 2.2 If additional Benefits are available, Maltego reserves the right to update these Terms and Conditions with additional terms, restrictions and conditions applicable to these new Benefits. Participant acknowledges and agrees that before having access to such new Benefits, they must accept these additional terms and conditions.

3. Program Benefits

- 3.1 Subject to compliance with these Terms and Conditions and upon the Participant's acceptance of the Program, the Participant may benefit from the following Benefits:
- Free Maltego license, valid from 3 months to 1 year
 - Support services from Maltego subject matter experts
 - Regular updates about Maltego and its features
 - An opportunity to be featured on the Maltego website and social media
 - Chance to win custom Maltego swag

4. Rules for participation in the Program

- 4.1 The Participant shall complete the online application indicating the project for which the Participant would like to use the Subscription Licenses.
- 4.2 If accepted into the Program, the Participant will designate a point of contact for communication with Maltego.
- 4.3 Upon acceptance into the Program, Maltego will schedule mandatory follow-up sessions with the Participant to assess the then current progress of the Project. If the Participant does not attend a meeting, an additional 7-day period will be granted and Maltego and the Participant must synchronize to meet. Failure to synchronize for a new appointment may result in Participant's exclusion from the Program.
- 4.4 **Any commercial use of the Maltego Software is expressly forbidden.**
- 4.5 The Participant agrees and understands that Maltego owns all present and future rights to the content developed by the Participant during the Program using the Software, regardless of its form (e.g.: code, investigation, transform, visual, etc.). If the content contains data that cannot be transferred or shared with Maltego due to legal constraints or contractual obligations assumed in advance, the Participant will inform Maltego of this situation, arguing the reasons. For these specific cases, Maltego and the Participant will make all reasonable efforts to agree on the content/deliverables to be provided by the Participant (e.g.: sharing the content in an aggregated form). Failure

to complete an agreement within 60 days may result in the Participant's removal from the Program.

- 4.6 The Participant agrees to share all project updates (updates that can be in audio, video, word, ppt, pdf, excel format) in English language only. Any derogation to this requirement must be priorly agreed in writing by Maltego.
- 4.7 The Participant is permitted to withdraw from the Program at any time, provided that the deliverables obtained through the use of the Software up to that time are submitted to Maltego.
- 4.8 Participant agrees and understands that Maltego shall have the right to use the results of the Project, including by sharing them on Maltego platforms. However, sensitive information, catalogued as such by the Participant, will be removed.
- 4.9 By participating in the Program, Participant fully accepts and agrees, from the moment of registering in the Program (including on behalf of its Qualified Users), with these Terms and Conditions, Maltego's License Agreement (that can be accessed here: <https://www.maltego.com/license-agreement/>) and with Maltego's privacy policies. The License Agreement will supplement and will not be *in lieu of* these Terms and Conditions. *Note: All of these documents can be found on the Maltego's website and, unless otherwise agreed, the latest versions of these documents will apply.*
- 4.10 The Participant undertakes to treat all data/information/materials ("Confidential Information") communicated or handed over and/or otherwise obtained during his participation in the Program strictly confidential and not to make them accessible to third parties, either in whole or in part, except for those employees, affiliates or independent consultants who are involved in the implementation of the Project and need access to it on a "need to know" basis. The obligation to keep confidential information confidential will continue to apply indefinitely.

5. Participant warranties and representations

Participant hereby warrants and represents to Maltego that:

- 5.1 the use of the Maltego Software will conform with all applicable laws and regulations (including as relating to foreign trade, data protection and anti-bribery), in particular for countries in which the Maltego Software is used.
- 5.2 Maltego Software will not be used:
 - in any way that violates or infringes upon fundamental individual rights and freedoms, especially those relating to freedom of speech and the protection of privacy and personal data;
 - for sending mass unsolicited email (SPAM) or mass unsolicited phone calls;

- for the purpose of entrapment;
 - for political activities, including political campaigns;
 - for unlawful purposes and no usage of the items provided by Maltego shall violate any applicable anti-corruption laws or would otherwise be improper, illegal or corrupt.
- 5.3 neither itself nor any of the Qualified Users, is a person/entity, or owns or controls directly or indirectly an 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, Participant warrants that neither itself nor any of the Qualified Users, is a person/entity, or owns or controls directly or indirectly, an 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 Lists of UN, EU, and UK Financial Sanctions. In this context, “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
- 5.4 will not sell, export, re-export, transfer, use or enable the use of the Maltego Software, its related technology and services, or any other items that may be provided by Maltego, 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;
 - b) to or for end-uses prohibited by United States, the European Union, the United Kingdom or German export or sanctions laws and regulations.
- 5.5 will not use or allow any other party to use the Maltego Software, in its entirety or in part, in connection with internal repression and/or the commission of violations of human rights and international humanitarian laws in any way, including as envisaged by Article 5 of the Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items (recast), as amended or substituted from time to time.
- 5.6 will not use or allow any other party to use the Maltego Software to connect to any Transforms (<https://docs.maltego.com/support/solutions/articles/15000036758-what-are-transforms>) and/or any other internal or external tools or items which could be classified as a “cyber-surveillance item” in terms of the Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items (recast), as amended or substituted from time to time.

5.7 none of its activities under the Program shall have 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. In carrying out its responsibilities, Participant agrees that it and its affiliates have not and shall not make, offer, promise or authorize any payment or offer of money or anything of value, directly or indirectly, to any foreign government official, foreign political party or party official, candidate for foreign political office, employee of a government-owned or controlled business, or any person acting in an official capacity on behalf of a government entity (collectively, "Government Official"), for the purpose of improperly influencing the Government Official or obtaining any improper advantage. Participant further warrants and agrees that it has and will strictly adhere to all applicable anti-corruption laws in connection with fulfilling its obligations under the Program.

6. Participant Trademarks.

6.1 Participant grants to Maltego, a worldwide, non-exclusive, royalty-free license to use Participant's name, logo, and trademarks.

7. Termination.

7.1 Maltego reserves the right to choose the Participants that can be accepted in the Program, respectively the right to disqualify/remove the Participant from the Program and to revoke the Subscription Licenses, at any time and at its own discretion, for reasons considered well founded in Maltego's perception. Furthermore, Maltego reserves the right to cancel the Program at any time and in its sole discretion.

7.2 All the Subscription Licenses and rights to use the Maltego Software will immediately cease; and Participant will, at its own expense and within five (5) days as of the termination or disqualification/removal, return the Software to Maltego or delete such Software, along with any documentation in its possession or control, cease accessing and using the services.

8. No Warranty. Disclaimer.

THE PRODUCT AND SERVICES, INCLUDING WITHOUT LIMITATION ANY INFORMATION RELATED THERETO, ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE; AND MALTEGO DOES NOT

WARRANT THAT THE SOFTWARE OR SERVICES OR CONTENT CONTAINED THEREIN SHALL BE ERROR-FREE, SHALL OPERATE UNINTERRUPTED, SHALL BE COMPLETE OR ACCURATE OR SHALL MEET PARTNER'S REQUIREMENTS, NEEDS OR EXPECTATIONS.

9. Liability. Limitation of liability

- 9.1 Participant shall indemnify Maltego against all third party liabilities, claims, damages, costs and expenses incurred as a result of Participant's use of the Maltego Software that does not comply with any applicable law and these Terms and Conditions.
- 9.2 To the fullest extent permitted by law, in no event shall Maltego or any of its directors, employees or agents have any liability whatsoever to any Participant for any direct or indirect loss, liability, cost, claim, expense or damage of any kind, in general, whether in contract or in tort, including negligence, or otherwise, arising out of or related to the use of all or part of Maltego Software and/or Maltego services, even if Maltego has been advised of the possibility of the same.

10. No Assignment.

- 10.1 Participant is not allowed to assign or transfer any of the rights or obligations, in whole or in part, by operation of law or otherwise, without Maltego's prior written consent, and any attempt to do so will be null and void.

11. Property rights

- 11.1 Except for the rights exclusively granted for the purpose of the Project, nothing herein shall be considered as granting the Participant any right over any patent, application, source or object, invention, trademark, copyright, or any other intellectual property right that Maltego holds for itself or on behalf of others, now or in the future, nationally and internationally, in connection with the services and/or Maltego Software/licenses.
- 11.2 Participant agrees that all inventions, improvements, works, designs or copyrights etc. arising out of or related to the Maltego Software and the right to market, use, license or exploit it in any way shall be the exclusive property of Maltego and the Participant shall have no right or title thereto.

12. Application Deadlines

- 12.1 Application to the Maltego Academic and Non-Profit Program opened on March 8, 2022 and shall continue until Maltego decides to terminate it. If you have a project that

meets the requirements above mentioned, please reach out to research@maltego.com and share the details with us.

13. Final Provisions

- 13.1 The provisions set forth herein do not create any legal obligation for the Parties to continue discussions and/or enter into any future agreement(s).
- 13.2 Should Participant incur any costs in connection with participating to this Program, Participant shall bear all these costs.
- 13.3 These Terms and Conditions 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, these Terms and Conditions.
- 13.4 If the person completing the requested information accepts these Terms and Conditions on behalf of an employer or other entity, the person represents and warrants that: (i) has full legal authority to bind the employer or that entity to these Terms and conditions; (ii) has read and understood these Terms and Conditions; and (iii) accepts, on behalf of the party it represents, these Terms and Conditions. If the persons has no legal authority to engage the employer or the entity, they may not register for the Program.