**General Terms and Conditions
for Software Licenses and Accompanying Services**
(Version March 2024)

These General Terms and Conditions for Software Licenses and Accompanying Services ("**General Terms and Conditions**") apply to the software owned and distributed by Maltego Technologies GmbH ("**Software**"), and accompanying services to it, as defined in section II ("**Accompanying Services**"), provided by Maltego Technologies GmbH, a company registered in the district court of Munich, Germany under no. HRB 236523, ("**Licensor**") to its customer(s) ("**Licensee(s)**").

Unless agreed otherwise, Licensor distributes Software Licenses by way of subscription-based models, including for pre-defined data packages based on credits consumption, that allow Licensee to access third-party data ("**Subscription Plans**"). By subscribing to a Subscription Plan, Licensee acquires temporary rights to use the Software and will be given access to optional Accompanying Services. Additional terms and conditions (sec. 21.13) will apply and form an integral part of these General Terms and Conditions depending on the chosen Subscription Plan.

These General Terms and Conditions shall constitute a binding contract between the Licensor and Licensee. Licensor and Licensee are also referred to as "**Party**" and collectively the "**Parties**".

<div align="right">

I.   Software Licenses

</div>

1.   Scope of Software Licenses

1.1.   By subscribing to a Subscription Plan, Licensee will be granted a worldwide, limited, revocable, non-exclusive, non-transferrable and non-sublicensable license to temporarily use the Software for Licensee's internal purposes for the term stated in the Subscription Plan purchased ("**Software License**"), under the limitations stated herein.

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.   A User must be: (a) a natural person and (b) an employee of the Licensee. Licensee may designate a non-employee (i.e., an independent contractor) as User, provided Licensee takes all measures to ensure such non-employee uses the Software and services only as permitted under these General Terms and Conditions. If the employment or cooperation contract with a User terminates, such person's authorization to access the Software and services shall be revoked immediately. In the event of such termination, Licensee shall promptly notify Licensor and take all reasonable steps to ensure that such person ceases to access the Software.

1.4.   The Licensee has no right to reproduce or copy the Software or any accompanying documentation, such us user manuals, operation instructions, installation guides, release notes and on-line help files, product descriptions and specifications, illustrations, drawings, particulars, training materials, technical manuals, license agreements, supporting materials and other information relating to performance data or any other data and information provided on Licensor's website or otherwise made available (whether distributed in print, electronic or video format) by Licensor to Licensee ("**Documentation**").

1.5.   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 available to third parties. The Licensee's right according to sec. 69e paras. (1), (2) German Copyright Act remains unaffected, only if Licensor has not provided the necessary data and/or information to establish interoperability with other hardware and software after a written request within a reasonable period of time. Licensee may not entrust decompilation measures to third parties that are competitors of Licensor, unless it can prove that the risk of disclosure of important trade and business secrets (in particular of the functions and design of the software) is excluded. Sec. 2 (Intellectual Property) and 17 (Confidentiality) shall apply to all knowledge and information acquired about the Software in the course of the decompilation.

1.6.   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.

1.7.   The Licensee shall be obliged to take suitable measures to prevent unauthorised access to the Software and its Documentation by third parties.

1.8.   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   These General Terms and Conditions shall not be considered as granting to Licensee any right to present or future patent, application, Confidential Information, software, source or object code, invention, trademark, copyright, trade secret or any other

property right, including intellectual property, which Licensor may control or own, now or in the future, related to the Software or any other items that may be provided by Licensor. In particular, Licensee agrees that all inventions, improvements (including those relying on Licensee's feedback), copyrightable works, designs, etc. shall be the sole and exclusive property of the Licensor.

3. Export Control

3.1 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.

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.

4. Anti-Corruption

4.1 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.

4.2 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.

5 Acceptable Use Policy ("AUP")

5.1 It is Licensee's responsibility to ensure that its use of the Software and of any of the information acquired through the Software conforms with all applicable laws, in particular for countries in which the Software is used.

5.2 Licensee warrants and agrees, including on behalf of Licensee's affiliates, officers, directors, employees, agents, that the Software will not be used:

- in any way that violates or infringes upon fundamental individual rights and freedoms, including those relating to freedom of speech, the protection of privacy and personal data and intellectual property;

- for sending mass unsolicited email (SPAM) or mass unsolicited phone calls;

- for the purpose of entrapment;

- for political activities of any kind, including political campaigns;

- for distribution to any media outlet, including news articles, interviews, press releases and events, without Licensor's prior written approval;

- in any manner that could harm, infect, take over, disable, overburden, or otherwise impair computer systems, including servers, networks;

- to carry out denial of service operations while the platform functions;

- to carry out penetration or security tests or to try to access the Software outside the scope of the present General Terms and Conditions;

- to exploit the possible malfunctioning issues of the Software in order to gain access to Software data or data relating to other licensees using the Software;

- in any misleading manner which would adversely impact upon the reputation or goodwill of Licensor.

5. Standard Support

5.1 For the duration of each Subscription Plan, Licensor provides support by the following means ("Standard Support"):

(a) Licensor provides 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 (https://docs.maltego.com/support/tickets/new);

(b) Licensor provides an extensive online documentation portal (https://docs.maltego.com/support/home);

(c) Licensor may release updates of the Software. However, Licensor has no obligation to create or release any updates. In any event, Licensor is not obliged to provide any support for previous versions of the Software as soon as an update for this Software is available.

5.2 The Standard Support is provided without any additional charge.

6 Additional Services

7.1 Licensee may order additional support services or other accompanying services (such as Transform Writing, Integration Consulting, Onboarding, Deployment Support or Learning and Training Units). The scope and pricing of additional services shall be defined in separate statements of work which Licensor may provide on Licensee's request. The pricing for additional services may depend on the Subscription Plan to which Licensee has subscribed.

7 Learning & Training Courses

7.1 Licensor provides training and learning sessions on the usage and functionalities of the Software as described on Licensor's website: https://www.maltego.com/learning/ ("**Training Courses**"). Licensor will provide the agreed training sessions within 12 months of the invoice date, on a date agreed with Licensee. At the end of the 12-month period, if no training sessions have taken place, due to failure to agree on a date, Licensor will be released from the obligation to provide the training session, without any liability to the Licensee. For the avoidance of doubt, Licensee shall not be granted any refunds.

III. Commercial Terms and Conditions

8 Order Process

8.1 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. Each User will be charged additionally.

8.2 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. 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.

8.3 If these General Terms and Conditions have not been effectively agreed upon according to sec. 9.2 , 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.

9 Delivery

9.1 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 using the Software, as well as links for downloading the Documentation.

9.2 Software will be delivered by download or by providing access; no hardware is included.

9.3 If Licensee is provided with access data (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.

9.4 Accompanying Services will be delivered as described in Part II and/or in a respective statement of work.

10 Subscription Term

10.1 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.

10.2 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) at least 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.

10.3 The Subscription Fee for any Subscription Plan renewal will be at the prices applicable at that time.

11 Changing Number of Users

11.1 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 remaining 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.

11.2 If any User's login credentials are disclosed to a non-authorized user, but who would satisfy the qualification requirements indicated in sec. 1.3, such disclosure shall constitute Licensee's subscription as of the time of such disclosure to the number of additional Users to whom such credentials were disclosed.

11.3 Under an active Subscription Plan Licensee may reduce the number of Users only with effect from 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.

11.4 If Licensee neither reduces nor increases the number of Users according to sec. 11.1 - 11.1. the Subscription Plan will renew according to sec. 11.2 with the same number of Users.

12 Termination of Subscription Plans

12.1 Licensor may terminate any Subscription Plan or single Software License for cause, with immediate effect:

(a) if Licensee is in delay with payments owed to Licensor by more than 10 days, or

(b) if the Software is used in violation of the limitations stipulated in sec. I., 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.

12.2 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.

12.3 Notwithstanding the termination rights according to sec. 13.1, the Parties waive their right to ordinarily terminate Subscription Plans or Software Licenses.

12.4 With any lawful termination of a Subscription Plan the Licensee's right to use the Software based on this Subscription Plan expires. Licensee must immediately and completely discontinue the use of the Software, delete all copies of the Software installed on its systems, if applicable, 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 and terminate the Licensee's access without any liability to Licensee.

12.5 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.

12.6 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 Licensor'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).

13   Payments

13.1 The Licensee shall pay a Subscription Fee for the Subscription Plan the Licensee has subscribed to.

13.2 Unless agreed otherwise, the Subscription Fee is to be paid in full after the receipt of the Electronic Delivery Document (sec. 9.1.) 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.

13.3 If Licensee fails to make the payment for over 10 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 damage resulting from such an event is not to be imputable to Licensor.

13.4 For each Subscription Plan renewal, Licensor will automatically charge Licensees' credit card or other account or will automatically invoice the Licensee at the start of the new Subscription Term.

13.5 Licensor shall have the right to invoice Licensee whether or not Licensee has issued a PO and communicated it to Licensor. Licensee shall not have the right to refuse invoice or payment on the grounds that the PO number was not indicated on the invoice.

13.6 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.

13.7 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 this these General Terms and Conditions, unless the Licensee's claims are undisputed or finally adjudicated.

13.8 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

14   Process of Reselling

14.1 Licensor may, at its option and at Licensee's request, appoint Licensee as a reseller ("Reseller") for the Subscription Plans on such terms as the Parties may agree. Notwithstanding this, the provisions of this sec. 15. and all other regulations of these General Terms and Conditions shall apply, insofar as they are adequate.

14.2 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 of these General Terms and Conditions.

14.3 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.

14.4 Reseller has to comply with all embargo-based restrictions and anti-corruption laws Licensor and/or the Software is subject to.

14.5 Any resale of Software or Documentation to any person or entity other than as expressly permitted herein is expressly prohibited.

15   Limitation of Liability

15.1   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.

15.2   "**Claim**" means an IPR claim or a third-party claim against Licensee where Licensor has indemnity obligations under these General Terms and Conditions. For the avoidance of any doubt, Licensor assumes no obligation to indemnify the Licensee or any other party or user and no liability for any claims, damages, cost and expenses based on any results generated by the operation of the Software.

15.3   Nothing in these General Terms and Conditions limits or excludes the liability of either Party to the other for:

(a)   personal injury or death resulting directly from the negligence of the other Party;

(b)   fraud or fraudulent misrepresentation;

(c)   a breach of Sec. 2 (Intellectual Property) and 17 (Confidentiality);

(d)   a breach of the warranties set forth herein; or

(e)   any liability that cannot be limited or excluded under applicable law.

15.4   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.

15.5   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.

16   Confidentiality

16.1   The Parties are obligated to maintain the strict confidentiality of all non-public 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**"). Measures that serve the purpose of these General Terms and Conditions shall be permitted.

16.2   The following information shall be considered Confidential Information:

(a)   non-public materials relating to the Software or any of the Parties,

(b)   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;

(c)   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.

16.3   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 this 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.

16.4   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.

16.5   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 of the pending litigation with the designation "Confidential – Attorney Eyes Only," or a comparable designation.

16.6 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.

16.7 These confidentiality obligations remain in force until such time as all Confidential Information become publicly known and made generally available through no action or inaction of the receiving Party.

17 Product Conformity

17.1 The Documentation shall not be deemed to constitute a guarantee or any other kind of warranty of specific characteristics unless explicitly referred to as such.

17.2 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. LICENSOR MAKES NO ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM THE USE OF THE SOFTWARE. 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.

17.3 LICENSOR DOES NOT REPRESENT, COVENANT, WARRANT, OR PROMISE THAT ANY OF THE SERVICES MAY BE USED OR RELIED UPON BY LICENSEE OR ANY OTHER PARTY TO COMPLY WITH ANY LAW, RULE, REGULATION, INDUSTRY STANDARD, OR POLICY.

17.4 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.

17.5 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.

17.6 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.

18 Alteration of the General Terms and Conditions

18.1 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**") informing about the new General Terms and Conditions.

b) 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 or publishing the latest updated version on Maltego website).

c) Within two weeks as of the Declaration, the Licensee has the right to terminate the contract.

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.

19 Data Protection

19.1 Personal Information. To the extent that either Party transmits or receives personal information under these General Terms and Conditions, such Party shall comply with all applicable laws, rules, and regulations regarding privacy and the lawful processing of personal information. Each Party shall have an obligation to immediately notify the other Party if it makes a determination that it can no longer meet adherence obligations under applicable privacy or data protection laws. Each party agrees: (a) that it is a "controller" with respect to such data as defined in the GDPR, unless the Licensor processes personal information on behalf

of the Licensee (in which case the Data Processing Agreement or Standard Contractual Clauses module 3 and 4, depending on where the Licensee is located, will apply); and (b) to comply with all applicable provisions.

19.2 Maltego Privacy Policy. Licensee acknowledges and agrees that Licensor will operate in accordance with its published Privacy Policy, which is incorporated herein by reference. The Licensor may update this Privacy Policy from time to time. In the event that the Licensor changes the Privacy Policy, the revised Privacy Policy will be uploaded in Licensor's website indicated above. In this respect, the Licensee hereby agrees to accept posting of a revised Privacy Policy on the website as the actual notice of the Licensor to its licensees.

20   Miscellaneous

20.1 Maltego Software App. Licensee represents and warrants that it will comply with applicable third-party terms of use when using the Software via a licensed application.

20.2 Attribution for External Communication. Any graphs or results that references the Software shall include a prominent credit or notice of attribution to Licensor and Licensor offerings.

20.3 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, consolidation or a sale of all or substantially all of its assets or stock, including as part of any internal reorganization process.

20.4 Subcontracting. Without prejudice to its obligations towards the Licensee, Licensor may subcontract – partially or fully – any of the services at its own discretion.

20.5 Suggestions and Feedback. Licensor shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Software and services any suggestions, enhancement requests, recommendations or other feedback provided by Licensee, relating to the operation of the Software and/or services, provided such information does not include any Licensee Confidential Information.

20.6 General Terms and Conditions priority. These General Terms and Conditions shall take precedence over any other terms, conditions of purchase, shrink-wrap, click-wrap, pen and ink changes etc. provided by Licensee directly or indirectly via third parties ("**Additional Terms**"), even if use of such Additional Terms require an affirmative "acceptance" from the Licensor before any kind of access or "move on" process is permitted. All such Additional Terms shall be of no force or effect and shall be deemed rejected by Licensor in their entirety.

20.7 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.

20.8 Change of contact details. Any change to a Party's contact details must be notified to the other Party at least 10 business days before the change comes into effect. Any risk related to the lack of notification will be borne by the Party that failed to fulfil this obligation.

20.9 Force Majeure. Any delay in or failure of performance (that does not include non-payment) by either Party under these General Terms and Conditions will not be considered a breach of these General Terms and Conditions and will be excused to the extent caused by any occurrence beyond the control of such Party such as acts of God, acts of government, terrorism or acts of war, provided that the Party affected by such event will immediately begin or resume performance as soon as practicable after the event has abated.

20.10 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.

20.11 Choice of Law. These General 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 General Terms and Conditions. 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).

20.12 Place of Performance. The place of performance for all services arising from contracts between the Parties is the seat of Licensor.

20.13 Related documents. Depending on the chosen Subscription Plan, the use of the Software is governed by additional terms and conditions that shall form an integral part of these General Terms and Conditions:

- Data Access Terms & Conditions

- [Data Partners Terms and Conditions](#) (*Data Partners Terms and Conditions can be accessed at the relevant Data Partners Introduction page*)

20.14   <u>EU consumer arbitration board</u>. The European Commission provides a platform for out-of-court online dispute resolution (ODR platform), which can be accessed at https://www.ec.europa.eu/consumers/odr. Maltego does not currently participate in the alternative dispute resolution procedures offered there. Maltego is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.