

## Data Access Terms and Conditions

(Version May 2024)

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These Data Access Terms and Conditions apply to all the Maltego software products, including Maltego Desktop Software and Maltego Software as a Service products and plans, and to any other branded offerings, (collectively referred to as "**Maltego Software**"), made available, owned or distributed 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)**").

Licensor operates a platform ("**Transform Hub**") which is directly accessible via Maltego Software and provides access to various sources of information or data ("**Data Access**") by way of subscription-based models ("**Subscription Plans**").

These Data Access Terms and Conditions form an integral part of the [General Terms and Conditions for Software Licenses and Accompanying Services](#) that shall fully apply between the Parties. All capitalized terms used but not defined herein shall have the same meaning as defined in General Terms and Conditions for Software Licenses and Accompanying Services, as applicable.

Licensor and Licensee are also referred to as "**Party**" and collectively the "**Parties**".

### 1. Data Access. Volume Size

- 1.1. Data Access is achieved and calculated through different volume metrics ("**Volume Metrics**") such as Transforms, Searches, Credits. Volume Metrics will be valid for certain time limits e.g. hours, days, months ("**Time Limits**") as defined in the Subscription Plan.
- 1.2. Transform. Transforms are pieces of software that fetch data which are then used in Maltego Software from a variety of data sources, e.g. from public sources (OSINT), third-party data provided by a data partner ("**Data Partner**"), Licensor Affiliates Products, as well as from Licensee's own database.
- 1.3. Search. A Search is defined as any request to the Maltego Software that returns a result to the Licensee. Searches may execute multiple Transform runs at the same time.
- 1.4. Credit. If Credits are available, these will be redeemable against different Volume Metrics.
- 1.5. Data Access is limited depending on the chosen Subscription Plan and its volume values set by the Licensor. Each Subscription Plan has certain limits that cannot be exceeded or transferred in any way to other Subscription Plan. Volume Metrics are priced differently for different Subscription Plans and the pricing structure may change throughout the Subscription Term.
- 1.6. Volume Metrics that have not been used within the Time Limits expire and cannot be transferred or extended to another time period. Licensee may not request any refund of expired or unused Volume Metrics.

### 2. Deployment and Infrastructure. Maltego Software Access

- 2.1. Maltego Software may connect via internet to external servers, on which Transforms will run ("**Public Servers**"). Public Servers may be operated by Licensor 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.
- 2.2. Maltego Desktop 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.

- 2.3. Maltego Software as a Service products may be used exclusively over the internet through the website indicated by the Licensor ("**Maltego SaaS Website**"). Licensee must create an account ("**Account**") that can be accessed through access credentials (e.g. email, password, license key). The Account will be activated by an administrator appointed by the Licensor. The Licensee has the right to add several Users with different access rights in the same Account.
- 2.4. Licensee's devices, their functionality and their maintenance as well as the existence or quality of the internet connection are the exclusive responsibility of the Licensee.

### **3. Access to Third Party Data**

- 3.1. Licensor is not responsible or liable for the content, functionality, and results rendered via Maltego Software in general and via Transforms in particular.
- 3.2. The Transforms results rendered by the Maltego SaaS are available in the Account for a limited period of time. In order to save the Transforms results, Licensee will export them to its own device.
- 3.3. Licensor disclaims all liability for any damages caused by Licensee's failure to save or export Transforms results, and Licensee shall have no right to claim damages as a result of deletion of Transforms results by Maltego.
- 3.4. 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.
- 3.5. The availability and content of Transforms and Licensor Affiliates Products are at the sole discretion of the Data Partner and Licensor's affiliates, respectively, and are subject to additional usage agreements and other restrictions which the User will be required to accept and to warrant before installing the Transforms ("**Third-Party License Agreements**"). Notwithstanding anything to the contrary in these Data Access Terms and Conditions, such Third-Party License Agreements govern Licensee's use of such Transforms and Licensor Affiliates Products and supplement these Data Access Terms and Conditions. Third-Party License Agreements (including applicable use restrictions) may be changed from time to time. It is Licensee's responsibility to check for updates to these such license agreements or use restrictions. If a modification of any Third-Party License Agreement, or use restrictions is unacceptable, Licensee may cancel the Subscription Plan upon written notice to Licensor or discontinue use of Transforms and/or of Maltego Software, as applicable, but without being entitled to a refund. Continued use of Transforms and/or of Maltego Software will be deemed acceptance of any such modifications. The Licensor Affiliates Products' and Transform servers' availability and quality of service is at the sole discretion of the respective Data Partner and Licensor's affiliates.
- 3.6. Transforms and Licensor Affiliates Products may use open source software or third-party add-on code, that is provided to Licensor by a third party and redistributed by Licensor to Licensee. 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 agrees and understands that any third party add-on code or open source software used with the Software is subject to third party license agreements with which Licensee must fully comply. Licensor will not be liable to, and will be indemnified by Licensee for any claim that may be brought due to Licensee's use of open source code or third-party add-on code with the Maltego Desktop Software. 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.
- 3.7. 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.

### **4. No access to Data Partner Data**

- 4.1. As certain Transforms are provided by Data Partners, Licensor's ability to provide such services may be subject to the willingness of such Data Partners to continue to contract with Licensor. In the event that Licensor is unable to continue to grant access to a Data Partner's data, Licensor always has the right to discontinue the affected Subscription Plans. In such event, Licensor, at its discretion, will either modify the Subscription Plans while providing substantially equivalent functionality (notwithstanding such data may be sourced from another Data Partner), or refund any payments already received on a pro rata basis to the Licensee.
- 4.2. The above art. 4.1 shall apply similarly to the Licensor Affiliates Products.

### **5. Disclaimers**

- 5.1. The content and scope of each Subscription Plan is specified on Licensor's website. Licensor is not responsible for the content, quality and availability of data and information accessible via the Maltego Software.
- 5.2. Licensor shall not be liable for any damages and/or indemnities resulting from Data Partner Transforms, third party servers, Transform results, Licensor Affiliates Products, and non Maltego provided open source and add-on codes.

- 5.3. As any other type of SaaS application hosted in cloud, the Maltego SaaS may not be fully operational all the time. The Licensor cannot guarantee that the Maltego SaaS will always operate uninterrupted and without errors, but it shall use reasonable endeavours to improve and remedy any technical deficiencies within a reasonable period. Licensee agrees that the Licensor will not be liable for any harm related to, arising out of, or caused by the modification, suspension or discontinuance for any reason.
- 5.4. Licensor may suspend or terminate access to the Maltego SaaS Website. Licensor makes no warranty that the Website will be uninterrupted or available at all times. For technical or commercial reasons, Licensor may suspend, limit or terminate access to the entire Website or part(s) of it. Licensor will try to notify the Licensee in advance of such cases.

## 6. Subscription Plans Changes

- 6.1. Licensor may continuously improve the Subscription Plans, e.g. adding, changing or excluding Data Partners and data offerings, without prior notice.
- 6.2. Licensor reserves the right, at its sole discretion, to change the pricing or fee structure for use of or access to Maltego Software. If the Licensor decides to change the pricing or fee structure, such changes will not affect any active Subscription Plan for which the Licensee has already paid the Subscription Fee or Volume Metrics already used, for the remaining period of the Subscription Plan (excluding any renewal).

## 7. Vetting Process

- 7.1. Only Licensees who meet the requirements of Licensor's Vetting Process may be offered access to Maltego Software.
- 7.2. The Licensor Vetting Process requires, among others, that the Licensee accepts and fully complies with the usage agreements, as set forth by Data Partners. The Data Partners Terms and Conditions can be accessed here: [Data Partners Terms and Conditions](#) (*Data Partners Terms and Conditions can be accessed at the relevant Data Partners Introduction page*)
- 7.3. Licensor will assess Licensee's compliance with the requirements of its Vetting Process by conducting a Licensee specific check which may form part of the Order Process. Licensee is obliged to provide all information requested in the Vetting Process completely and truthfully. Licensee is strictly liable without limitation for all consequences of any false or incomplete statement provided during the Vetting Process.
- 7.4. Licensor will inform Licensee about the result of Vetting Process via e-mail. It is solely at Licensor's discretion whether Licensee will be granted access to Maltego Software.
- 7.5. It is Licensee's responsibility to ensure that it continues to meet all criteria notified in the Vetting Process throughout the Subscription Term.

## 8. Miscellaneous

- 8.1. Data Partner access to Licensee information. Licensee acknowledges and agrees that, to the extent required under its agreements with Data Partners, Licensor may provide such Data Partners with Licensee data, such as company name, country, Subscription Plan purchased, Subscription Term. If Licensee wishes to be excluded from Data Partners reporting, Licensee must contact [support@maltego.com](mailto:support@maltego.com) with a request to this effect.
- 8.2. Resellers. If Licensee purchases a Software License from a Reseller, Licensee's agreement with that Reseller will be supplemented by these Data Access Terms and Conditions. The Licensor will be considered a third party to the agreement signed by the Licensee with the Reseller and will disclaim any responsibility regarding the contractual relationship between the Licensee and that Reseller.
- 8.3. Third-party links. These Data Access Terms and Conditions apply solely to Maltego Software and services that are developed, operated or controlled by the Licensor. The Maltego Software, including Maltego SaaS Software, may contain hyperlinks and banners which, when clicked on, will redirect the Licensee to third party websites and resources. Such links are provided for informational purposes only and are not intended to imply that the Licensor approves the linked sites or the information the Licensee may access through them. The Licensor is not responsible for the content contained on third-party websites and resources.
- 8.4. Related documents: These Data Access Terms and Conditions should be read in conjunction with, and not *in lieu of*, the following documents:
- [General Terms and Conditions for Software Licenses and Accompanying Services.](#)
  - [Data Partners Terms and Conditions](#) (*Data Partners Terms and Conditions can be accessed at the relevant Data Partners Introduction page*)
  - Terms of use of Licensor Affiliates Products: [https://static.maltego.com/cdn/Legal/CrowdSense\\_Terms\\_and\\_Conditions.pdf](https://static.maltego.com/cdn/Legal/CrowdSense_Terms_and_Conditions.pdf) and [https://static.maltego.com/cdn/Legal/Freezing\\_Data\\_Terms\\_and\\_Conditions.pdf](https://static.maltego.com/cdn/Legal/Freezing_Data_Terms_and_Conditions.pdf) (or such other site as Licensor may specify from time to time):

In the event of a conflict between these Data Access Terms and Conditions and the [General Terms and Conditions for Software Licenses and Accompanying Services](#), these Data Access Terms and Conditions shall prevail.