

## Licence Terms of Trovarit AG for Software Users for the Use of IT-Matchmaker® within the Licence IT-Matchmaker.*light*

Valid as of October 23, 2023

### § 1 Subject matter

- 1.1 Trovarit AG operates the internet-based evaluation, selection and tender platform IT-Matchmaker®. The IT-Matchmaker® supports IT user companies in the definition of requirements, the analysis of IT and IT-related services as well as in the handling of IT tenders and IT projects. At the same time, IT-Matchmaker® supports IT users in establishing contacts with suitable IT providers in order to obtain information from them about solutions and service offers that are tailored to the individual needs of an IT user. For the use of IT-Matchmaker® by users of IT or IT services within the framework of the IT-Matchmaker.*light* licence, the following terms of use apply, which regulate the contractual relationship between the user of IT-Matchmaker® and Trovarit. With the registration for IT-Matchmaker® these are accepted.
- 1.2 Trovarit distinguishes between the following types of users of the IT-Matchmaker®: "Users" are companies that use IT or pure IT-related services or are looking for such services to use them themselves in the future in the exercise of their commercial or self-employed professional activity. "Vendors" are manufacturers of IT solutions as well as their distribution partners (including "value added resellers", "independent software vendors", "system integrators", etc.) and other IT service providers. Companies and individuals who seek an IT solution or service on behalf of "Users" and who are not at the same time "Vendors" of such IT solutions or services are referred to as "Consultants".
- 1.3 By means of IT-Matchmaker.*light*, users can analyse and qualify suitable IT solutions or services based on their individual requirements and document the results of the analysis in the form of the so-called "Top20 Report". Various search options are available for this purpose, which take into account the user's desired requirements in the technical and functional areas of the IT solutions as well as the provider's references.

### § 2 Terms of Use & Obligations of the User

- 2.1 With the licence for "IT-Matchmaker.*light*" the User can define requirements for the software solution they are looking for based on checklists, evaluate the suitability of the IT solutions and Vendors listed in IT-Matchmaker® for their purposes, view background information on the IT solutions, providers and their references and compile a list of his preferred providers ("favourites list"). If the list of favourites is complete, the User can request one (1) report during the term of the licence, which presents the research results for each IT solution or Vendor in the list of favourites, including the information available in IT-Matchmaker® about the Vendor, their product, and references ("Top20 Report"). A maximum of 20 solutions can be selected for this report. Trovarit shall deliver the "Top20 Report" in digital form within two business days of the order date.

- 2.2 Data, contents, criteria catalogues, evaluation procedures and analysis results of the IT-Matchmaker® are subject to copyright protection. Use, duplication, or disclosure by the registered User is permitted exclusively for internal company use within the framework of the corresponding IT-Matchmaker® selection project. The User is prohibited from passing on or publishing data, contents, criteria catalogues, and analysis results of the IT-Matchmaker® to third parties, unless this is done directly via the IT-Matchmaker®. This right of use requires a valid licence for IT-Matchmaker® and expires with the expiry or withdrawal of the licence. The "Top20 Report" is excluded from the time limitation of the rights of use. After expiry of the licence, this can be used for an unlimited period exclusively for internal company use. In the event of infringement, Trovarit reserves the right to demand reasonable compensation and/or damages.
- 2.3 Free use of IT-Matchmaker.*light* is possible if the registered user revocably consents to the transfer of his data provided in the registration form as well as in the search in the search profile to up to fifteen (15) IT providers or service providers who match the user's search grid according to the search profile to enable these providers to provide individually tailored information. If the registered user chooses the chargeable use without data transfer or if the user revokes his permission to transfer data, then he undertakes in return to pay a user fee for "IT-Matchmaker.*light*". The amount of this licence fee is based on the Trovarit user price list current at the time of the invitation to tender, available at [www.it-matchmaker.com](http://www.it-matchmaker.com).
- 2.4 If Trovarit activates access to the IT-Matchmaker® for a registered User, the latter shall revocably permit Trovarit to correct or supplement incorrect or missing information in the registration form and in the search profile, provided this is necessary for the appropriate use of the IT-Matchmaker®.

### § 3 Services of Trovarit/Limited Warranty

- 3.1 With the IT-Matchmaker® Trovarit offers Users only a tool for the rough evaluation of IT solutions and providers. Trovarit is not involved in any contracts concluded between users and providers. In this respect, a contractual relationship exists exclusively between the user and the provider. As a result, Trovarit does not assume any warranty or guarantee for the description, characteristics, prices and availability of the information, products (software solutions) and services offered by the providers via IT-Matchmaker®. Furthermore, Trovarit does not assume any warranty or guarantee for the correctness of the information provided by providers and in the IT-Matchmaker® regarding products (software solutions) and services.
- 3.2 Furthermore, Trovarit does not warrant that IT-Matchmaker® will be provided uninterruptedly and without interruption. Trovarit also assumes no liability for technical errors and possible overloads of IT-Matchmaker®. Trovarit reserves the right to change or restrict the contents and scope of IT-Matchmaker®, in particular the system requirements, access times, rights of use or to discontinue it altogether at any time. Trovarit will give reasonable notice of such measures.
- 3.3 It is the sole responsibility of the user to ensure that the data transmitted to him/her is backed up. Any liability of Trovarit in connection with the deletion or loss of data is excluded to the extent that the loss could have been avoided by the user through appropriate data backup.

## § 4 Data Protection and Security

Your personal data, which you provide in the course of the registration and while using "IT-Matchmaker.*light*", will be stored and used exclusively for the optimal provision of our service. Your personal data will only be passed on to suitable IT providers in the course of contact initiation if you instruct us to do so and agree to this data transfer.

In the following we inform you in accordance with article 13 of the European General Data Protection Regulations (GDPR) about the processing of personal data when using IT-Matchmaker®.

### 4.1 Purposes of processing

With IT-Matchmaker.*light* you can analyse the market for standard software based on an individual search profile. Trovarit sets up an account for you so that you can create and maintain your search profile.

- Administration of the IT-Matchmaker® account

In order to set up and manage company and user accounts, Trovarit processes the first name and surname as well as professional contact and communication data (postal address, telephone number, email address) of the users in accordance with article 6 paragraph 1 letter b) of the GDPR for the purpose of fulfilling the contract.

- Direct marketing

In order to provide users with suitable information about interesting products from its own range, Trovarit processes, until revoked and in accordance with article 6 paragraph 1 letter a) of the GDPR and with the consent of the users, their first and last names, the name and address of their company and their professional e-mail address.

- Disclosure to software providers

- If you wish to use your IT-Matchmaker® account free of charge, we will, with your consent, pass on your first and last name, the name and address of your company as well as your professional e-mail address and your search profile entered in IT-Matchmaker® to up to fifteen (15) software providers whose range of services matches your requirements for the purpose of direct marketing, in accordance with Article 6 (1) a) of the EU-GDPR.

You can revoke your consent to the forwarding to the software providers at any time with effect for the future. In this case, a licence fee for the use of IT-Matchmaker® will be due instead, which is based on the current price list of Trovarit AG at [www.it-matchmaker.com](http://www.it-matchmaker.com).

The software providers registered on IT-Matchmaker® are all contractually obliged to process your data without exception in accordance with the legal provisions of the EU-GDPR.

You can revoke your consent to the processing of your data for the purpose of direct marketing by the software providers at any time with effect for the future.

- If you wish to use IT-Matchmaker.*light* for a fee and purchase the licence, your data will not be passed on to software providers.

### 4.2 User rights

As ruled by the GDPR, data subjects have the right to

- be provided with transparent information on the processing of their data

- access their data
- request that their data are rectified or erased
- restrict the processing of their data
- object to the processing of their data
- data transferability
- complain to the relevant data protection authority. The supervisory authority of the data subject's place of residence is relevant.

To assert the right of objection, it is sufficient to send an e-mail to [datenschutz@trovarit.com](mailto:datenschutz@trovarit.com).

If data subjects have any questions, they can of course also contact Trovarit's data protection officer at the same e-mail address: [datenschutz@trovarit.com](mailto:datenschutz@trovarit.com).

Further information on data security and data protection at Trovarit AG can also be found at: <https://www.it-matchmaker.com/en/data-privacy/>

## § 5 Liability

Trovarit AG is liable without limitation according to the legal regulations for damages caused by intentional or grossly negligent breach of duty on its part, on the part of its legal representatives or its vicarious agents. In the case of grossly negligent breach of duty, liability is limited to the damages foreseeable and typical for the contract at the time of conclusion of the contract.

## § 6 Final provisions

6.1 The order, its execution and the claims arising therefrom shall be governed exclusively by German law.

6.2 The place of performance and jurisdiction is the registered office of Trovarit AG.

6.3 Provisions of these licence terms can only be waived by express written agreement with Trovarit AG. If individual provisions of these licence terms are or become invalid, the validity of the remaining provisions shall not be affected thereby.

Aachen, 23 October 2023

The Executive Board of Trovarit AG