

# Trovarit AG license terms for IT users for the use of IT-Matchmaker® ("User License")

Valid from January 1, 2026

## § 1 Subject

- 1.1 Trovarit AG operates the IT-Matchmaker® online portal, which supports IT user companies in defining requirements, analyzing IT and IT-related services, and handling IT tenders and IT projects. At the same time, IT-Matchmaker® supports IT providers in acquiring customers, efficiently processing tenders, and managing implementation projects. The following terms of use, which govern the contractual relationship between the user of IT-Matchmaker® and Trovarit AG, apply to the use of IT-Matchmaker® by users of IT or IT services within the scope of the user license. These terms are accepted upon registration for IT-Matchmaker®.
- 1.2 Trovarit AG distinguishes between the following types of IT-Matchmaker® users: "Users" are companies that use or are looking for IT or purely IT-related services to use them themselves in the future during their commercial or self-employed professional activities. "Providers" are manufacturers of IT solutions and their distribution partners (including value-added resellers, independent software vendors, system integrators, etc.) and other IT service providers. Companies and individuals who support users in organizational and IT projects on behalf of others and are not simultaneously providers of corresponding IT solutions or services are referred to as "consultants."
- 1.3 These license terms apply to the licensed products IT-Matchmaker®.*select*, IT-Matchmaker®.*project*, IT-Matchmaker®.*portal*, and any online portals individually offered, customized, and provided to users based on the tools and templates of IT-Matchmaker®.

## § 2 Registration/Activation

- 2.1 Each user must register before using IT-Matchmaker®.
- 2.2 The user warrants that all data provided during registration is true and complete. The user is obliged to notify Trovarit AG immediately of any changes to their user data. The user may not use pseudonyms or stage names.
- 2.3 Unless otherwise specified in a separate license and usage agreement, by completing the registration process, the user submits an offer to conclude a contract for the use of IT-Matchmaker®. Trovarit AG accepts this offer by

activating the user for IT-Matchmaker®. This acceptance constitutes the conclusion of the contract between the user and Trovarit AG.

- 2.4 Registration for IT-Matchmaker® and the activation of a user account are free of charge. Activation requires the complete information requested in the registration form. Trovarit AG reserves the right to refuse to activate a user account or to block an activated user account at any time at its own discretion if the information provided in the registration form is incomplete or untrue, or if there are doubts about the intended use of IT-Matchmaker®.
- 2.5 A separate license and usage agreement is required to use IT-Matchmaker®. The license agreement regulates the scope of services, the duration of use, and the amount of the license fee for using IT-Matchmaker®.
- 2.6 Only users, i.e., natural or legal persons or partnerships with legal capacity who are looking for software solutions for their own use during their commercial or self-employed professional activities, are permitted to use IT-Matchmaker® under the "user license." Consultants as defined in 1.2 are only permitted to use IT-Matchmaker® if they act on behalf of and on the instructions of a user and disclose this in IT-Matchmaker®. In this case, the following provisions, rights, and obligations apply mutatis mutandis to the consultant and to the user who commissioned them. Private individuals and providers of IT services or software solutions are excluded from using IT-Matchmaker® as users.

### § 3 Rights of use

- 3.1 Tools, data, content, criteria catalogs, specification templates, and analysis results of IT-Matchmaker® are subject to copyright protection. Use, reproduction, or disclosure by the registered user is only permitted with a valid license and exclusively for internal company use within the scope of a project documented by the user in IT-Matchmaker®. In particular, the user is prohibited from passing on or publishing data, content, criteria catalogs, and analysis results from IT-Matchmaker® to third parties, unless this is done within the scope of the intended use of IT-Matchmaker® directly via IT-Matchmaker®. In case of doubt as to the intended use of IT-Matchmaker®, Trovarit AG reserves the right to refuse to activate a user account at its own discretion or to block an existing user account at any time. In case of violation, Trovarit AG also reserves the right to demand appropriate compensation and/or damages.
- 3.2 The use of IT-Matchmaker® requires the conclusion of a separate license and usage agreement.
- 3.3 The scope of the rights of use depends on the license product selected in the license and usage agreement. An overview of the available standard license products can be found at [www.it-matchmaker.com](http://www.it-matchmaker.com).

- 3.4 The use of IT-Matchmaker® within the scope of the selected license product is generally limited to the execution of an analysis, procurement, or implementation project. The duration of use is not generally limited but is regulated by the license and usage agreement. However, if there is a substantial change in the technical/content focus of a project, this constitutes a new project for which a new license and usage agreement must be concluded.
- 3.5 If the applicable license includes the provision of templates, reports, database extracts, or the execution of tenders (e.g., RFI, RFQ), the user may access or use these once (1) during the term of use. The scope of database queries is limited in terms of content and scope to a reasonable level appropriate to the nature of the respective project. Trovarit AG delivers available reports and templates within two (2) working days of the retrieval date.

#### § 4 Obligations of the user in the case of the "evaluation model"

If the user chooses the terms of the "evaluation model" within the framework of the license and usage agreement or purchases an IT-Matchmaker®.professional license, the following provisions apply:

- 4.1 By purchasing the license for IT-Matchmaker® with the evaluation model, the user acknowledges that Trovarit AG will charge the provider commissioned to carry out the advertised project an evaluation fee based on the order value. The currently valid fee schedule can be downloaded at the following link:  
**[Pricelist IT-Matchmaker.select \(Vendors\)](#)**
- 4.2 If the user conducts a tender using IT-Matchmaker®, the user is obliged to include all relevant suppliers in the tendering process via IT-Matchmaker®. This also includes suppliers who are not yet listed or published on IT-Matchmaker® at the time of the tender. If the user fails to comply with this obligation, they shall bear the evaluation fee if, during the award, they commission a provider who was not considered in the tender or who did not participate in the tender. The amount of the evaluation fee is based on the order value and the fee scale listed under 4.1.
- 4.3 If the user conducts a tender using IT-Matchmaker®, the user is obliged to provide Trovarit AG with all contractors and all information necessary to determine the order value immediately after concluding a contract for a tendered software project. The user undertakes to grant a trustee to be appointed by Trovarit AG access to all contract documents necessary for determining the contract value upon request. Finally, the user undertakes to inform Trovarit AG of all software providers who participated in the tender and whom the user shortlisted for the implementation of the project after the tender. The user permits Trovarit AG to pass on information about the

participants in the tender (company, company headquarters) to the other participants in a tender.

- 4.4 If the user conducts a tender using IT-Matchmaker®, the user undertakes to exclude participating providers from the tender and award procedure only with reservation until the contract has been awarded. If the user fails to comply with this obligation and, in the further course of the award procedure, commissions a provider who has previously been excluded from the award procedure, the user shall bear the evaluation fee. The amount of this evaluation fee corresponds to the fee that would have been payable if the commissioned supplier had not been excluded from the award procedure. It is based on the order value and the fee scale listed under 4.1.
- 4.5 If the user temporarily interrupts a procurement procedure that involves a tender using IT-Matchmaker®, the user undertakes to continue the procedure after resumption in accordance with the IT-Matchmaker® license terms. If the user fails to comply with this obligation, the user shall bear the evaluation fee in the event of the contract being awarded. The amount of this evaluation fee corresponds to the fee that would have been payable if the award procedure had not been interrupted and the contractor had been included in the tender. It is based on the contract value and the fee scale listed in 4.1.
- 4.6 If the user does not put their IT solution or service out to tender using IT-Matchmaker® within one year of taking up the license for IT-Matchmaker®, Trovarit AG is entitled to the license fee in accordance with the "project license" license model. This period shall be extended upon request for the duration of delays in IT tenders that are customary in the market. The amount of the license fee due is based on the information in the license and usage agreement concluded with the user.

## § 5 Services provided by Trovarit AG / Limited warranty

- 5.1 If IT-Matchmaker® is used during award procedures for the processing of tenders, Trovarit AG is not involved in any contracts concluded between users and providers during the award. In this respect, a contractual relationship exists exclusively between the user and the provider. Consequently, Trovarit AG does not assume any warranty or guarantee for the description, properties, prices, and availability of the information, products (software solutions), and services offered by providers via IT-Matchmaker®. Furthermore, Trovarit AG does not assume any warranty or guarantee for the accuracy of the information provided by providers and in IT-Matchmaker® regarding products (software solutions) and services.
- 5.2 Trovarit AG also does not guarantee that IT-Matchmaker® will be available without interruption or disruption. Trovarit AG also does not accept any liability

for technical errors and possible overloads of IT-Matchmaker®. Trovarit AG reserves the right to change or restrict the content and scope of IT-Matchmaker®, in particular the system requirements, access times, and rights of use, at any time. Trovarit AG will give appropriate notice of such measures. Details regarding the availability and troubleshooting of IT-Matchmaker® are governed by the Service Level Agreement (SLA).

- 5.3 The IT-Matchmaker® software is operated on the IT systems of Trovarit AG or its IT service providers. The software is accessed via the Internet. Trovarit AG uses appropriate security technologies (e.g., encryption, password protection, and firewall protection) when providing the services of IT-Matchmaker®.
- 5.4 The user's data is backed up once a day by Trovarit AG. In the event of a system failure, the stored data is restored within 24 hours (working day).
- 5.5 It is the sole responsibility of the user to ensure that the data transmitted to them is backed up. Trovarit AG accepts no liability in connection with the deletion or loss of data if the loss could have been avoided by the user taking appropriate data backup measures.
- 5.6 Unless otherwise agreed in the license and usage agreement, the services for instruction/training for IT-Matchmaker® will be carried out on the premises of Trovarit AG and are limited to a maximum of two persons from the user. In consultation with Trovarit AG, the number of participants and the venue may be adjusted.
- 5.7 Unless otherwise agreed in the license and usage agreement, services beyond the basic setup or first-level support (e.g., additional telephone support, setting up a portal based on external templates, customizing standard tools and templates, developing and delivering non-standard evaluations) will be billed on a time and material basis. Billing is on an hourly basis. The hourly rate is currently €135 per hour. TROVARIT bills telephone support according to time and effort and in units of 15 minutes. When calculating the time, billing starts from the first minute.
- 5.8 If the term of the license and usage agreement ends, the usage rights of all user accounts of the user will be restricted for a transition period of one month to the extent that only read access is possible. During the transition period, the user has the option of exporting and backing up their data from IT-Matchmaker®. The provisions governing the use of IT-Matchmaker® data and content in accordance with 3.1 shall remain in force indefinitely after the end of the contract term.

## § 6 Invoicing and payment terms

Invoicing for the services agreed in the license and usage agreement shall take place after provision of IT-Matchmaker® in accordance with the terms and conditions agreed in the license and usage agreement.

Invoicing for additional services shall be carried out monthly based on the work performed.

All invoices are due within 14 days and without deduction.

## § 7 Confidentiality

If the user and Trovarit AG provide each other with confidential information within the scope of their cooperation, both parties undertake to maintain confidentiality towards third parties. In particular, both parties are obliged not to use or allow the use of any business and trade secrets, processes, and methods of the other party that become known to them through the use of IT-Matchmaker® by users or otherwise in the course of their cooperation, and not to make them accessible to any third parties. Information that was already known to the public at the time of disclosure is not subject to confidentiality.

The parties shall impose a corresponding obligation of confidentiality on their employees. The aforementioned obligation shall also be imposed by both parties on third parties (explicitly subcontractors) who are involved by them in the project.

## § 8 Data protection and security

In accordance with Article 13 of the European General Data Protection Regulation (EU GDPR), we hereby provide information about the processing of personal data when using IT-Matchmaker®.

### 8.1 Purposes of processing

IT-Matchmaker® enables users to handle IT projects (process and potential analyses, IT tenders, implementation projects). TROVARIT sets up a company account for the user for the purpose of using IT-Matchmaker®. At least one user account is assigned to the company account.

#### ▶ IT-Matchmaker® account management

For the purpose of setting up and managing company and user accounts, TROVARIT processes the first and last names of users, as well as their professional contact and communication data (postal address, telephone number, email address) in accordance with Article 6(1)(b) of the EU GDPR for the fulfillment of the contract.

#### ▶ Direct marketing

In order to provide users with relevant information about interesting products from its own range, TROVARIT processes, until revoked at , the first and last names, the name and address of their company, and their professional email address in accordance with Article 6(1)(a) of the EU GDPR with the consent of the users.

## 8.2 User rights

Under the EU GDPR, users have the right to:

- ▶ Information about the processing of their data
- ▶ Correction or deletion of your data
- ▶ Restriction of processing
- ▶ Objection to processing
- ▶ Data portability
- ▶ Withdrawal of your complaint to the data protection authority. The supervisory authority of your place of residence is responsible. Users can find a list of supervisory authorities at:

<https://www.bfdi.bund.de/EN/Service/Anschriften/Laender/Laender-node.html>

To exercise your right to object, simply send an email to: [datenschutz@trovarit.com](mailto:datenschutz@trovarit.com)

If you have any questions, you are welcome to contact the data protection officer at Trovarit AG at the same email 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/about/terms-conditions/>.

## § 9 Term and termination

The term of the right of use is governed by a separate license and usage agreement. Unless otherwise specified therein, the term of the usage agreement begins upon signature by the user. The term of the license and usage agreement ends at the earliest upon expiry of the contractually agreed term of use ("minimum term").

The notice period is one month to the end of the contractually agreed term of use. Termination may take place for the first time at the end of the contractually agreed minimum term. If the license and usage agreement is not terminated one month before the end of the contractually agreed term of use, the term of use shall be automatically extended by six months. From this point on, billing shall be based on the monthly fee of the SaaS model specified in the license and usage agreement.

If the user terminates the agreement before the end of the agreed minimum term, they are obliged to pay the monthly usage fee until the end of the minimum term. In this case, Trovarit AG has the right to immediately invoice the cumulative

amount of the outstanding monthly license fees in full until the end of the minimum term of use.

The right of both contracting parties to terminate the contract for good cause remains unaffected. Good cause shall be deemed to exist for Trovarit AG in particular if the user is in default of payment of a significant portion of the remuneration or otherwise violates essential obligations under the contract. At its discretion, Trovarit AG may, in the event of good cause, initially temporarily block the licensee's access to the cloud interface of the software and set a reasonable deadline for the licensee to remedy the breach of duty or to fulfill the contract. Further rights of Trovarit AG remain unaffected by this.

## § 10 Liability

Trovarit AG shall be liable without limitation in accordance with the statutory provisions for damages resulting from an intentional or grossly negligent breach of duty on its part, on the part of its legal representatives or its vicarious agents.

In the event of a grossly negligent breach of duty, liability shall be limited to the damages foreseeable at the time of conclusion of the contract and typical for this type of contract.

In the event of slight negligence, Trovarit AG shall be liable – whereby it must accept responsibility for the corresponding conduct of its legal representatives and vicarious agents – without limitation in accordance with the statutory provisions only for injury to life, limb, or health.

Trovarit AG shall also be liable for slight negligence only in the event of injury to life, limb, or health. In such cases of slight negligence, liability shall be limited to the damage foreseeable at the time of conclusion of the contract and typical for this type of contract, and in terms of amount, to a maximum of the remuneration paid by the user in accordance with the license and usage agreement for all damage arising from this contract. In the event of slight negligence, Trovarit AG shall not be liable for lost profits or other indirect damages.

The limitations of liability apply regardless of whether the user claims damages or reimbursement of futile expenses. Withdrawal of consent with effect for the future  
The user's claims for damages shall become time-barred one year after knowledge of the damage, with the exception of claims arising from intent or injury to life, limb, or health.

## § 11 Duty of loyalty

11.1 Within the framework of mutual loyalty, both contracting parties undertake not to actively poach or otherwise employ any employees of the other contracting party for the duration of the contracts, unless the other contracting party gives

its consent. This waiver applies both to the entire duration of the order executed by Trovarit AG and to the period of one year after completion of the order.

- 11.2 If one party fails to comply with this obligation, it undertakes to pay the other party compensation corresponding to one year's salary of the personnel concerned.

## § 12 Severability clause

Should any of the above provisions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The contracting parties undertake to replace the invalid provision with one that comes as close as possible to the content of the invalid provision.

## § 13 Final provisions

- 13.1 German law shall apply exclusively to the order, its execution, and any claims arising therefrom.

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

13.3 Provisions of these license terms may only be waived by express written agreement with Trovarit AG.

Aachen, January 1, 2026 | The Executive Board of Trovarit AG