

## License conditions for the use of IT-Matchmaker® by providers as part of IT-Matchmaker.*smartrfi* (IT-M.*smartrfi* license)

Valid from March 31,

### § 1 Object

- 1.1 Trovarit AG operates the internet-based evaluation, selection and tendering platform IT-Matchmaker® . The IT-Matchmaker® supports IT user companies in defining requirements, analyzing IT and IT-related services as well as handling IT tenders and IT projects. At the same time, the IT matchmaker® supports IT providers in marketing their range of services, in gaining customer contacts, in the efficient processing of tenders and in the management of implementation projects. The terms of use of the IT-M.*smartrfi* license apply to participation in tenders within the framework of IT-Matchmaker.*smartrfi* - hereinafter also referred to as "requests" - by providers of IT or IT services. This regulates the contractual relationship between the user of the IT-Matchmaker® and Trovarit. With the registration for the IT-Matchmaker® these are recognized.
- 1.2 Trovarit distinguishes between the following types of users of IT-Matchmaker® : "Users" are companies that use IT or purely IT-related services or are looking for such services in order to use them themselves in the future in the exercise of their commercial or independent professional activity. "Suppliers" are manufacturers of IT solutions and their sales partners (including "value added resellers", "independent software vendors", "system integrators", etc.) and other IT service providers. Companies and individuals who are looking for an IT solution or service on behalf of "users" and are not also "providers" of such IT solutions or services are referred to as "consultants".
- 1.3 Trovarit offers various sales services for software providers. The IT-M.*smartrfi* license extends exclusively to the participation in IT-Matchmaker.*smartrfi* inquiries by IT providers. Other value-added services, such as the placement of orders or the management of implementation projects, are regulated in separate user agreements. The use of these value-added services requires the conclusion of a contract based on the specific terms of use in each individual case.

### § 2 IT-Matchmaker.*smartrfi* - Participation in a request

- 2.1 With the IT-Matchmaker.*smartrfi*, user companies can make an inquiry about an IT solution or service on the basis of a simple, individual project description including a requirements profile.
- 2.2 Trovarit proposes providers of IT solutions and services to the user company for participation in the IT-Matchmaker.*smartrfi* request, which Trovarit considers to be suitable for the respective task. The requesting user company decides on the consideration of the providers in the context of a request. In the course of the request, Trovarit offers providers contacts to user companies that carry out a request on the basis of the IT-M.*smartrfi* license with the IT-Matchmaker® . The providers receive the most important key data of the user company and the project as well as the requirements profile via the IT matchmaker . ®

- 2.3 The contacts offered for sale by Trovarit in the course of IT-Matchmaker.*smartfi* correspond to the qualification level "Sales Qualified Leads". This means that the interested party has confirmed to Trovarit that they are looking for an IT solution or service that matches the information in the inquiry.
- 2.4 Based on the information provided, the provider can decide whether it wishes to participate in the request within the framework of IT-Matchmaker.*smartfi*. If the provider confirms participation in the request in accordance with the terms of use described here, the provider receives the company and business address of the requesting company. By providing the information requested by the user, the participating provider also receives the contact details of a contact person at the user company.
- 2.5 Until the submission of a meaningful application and the associated termination of the request via the IT-Matchmaker<sup>®</sup>, the Provider is expressly prohibited from storing the information and contact data provided outside the IT-Matchmaker<sup>®</sup> in its own IT systems (e.g. CRM system) or using it for the purpose of direct marketing and sales. Instead, the participating provider is permitted to enter into direct dialog with the tendering user via the IT-Matchmaker<sup>®</sup> (e.g. IT-Matchmaker chat). Providers who have served the request in a qualified manner receive revocable permission to process or use the information and contact details provided for the purpose of direct marketing and sales in accordance with the General Data Protection Regulation (GDPR) upon completion of the request.
- 2.6 Participation for providers in a request within the framework of IT-Matchmaker.*smartfi* is subject to a fee, unless the user bears the costs of the request. The participation fee is based on the current price list of Trovarit AG (see [www.it-matchmaker.com](http://www.it-matchmaker.com)). The fee due in the event of confirmation of participation is displayed to the provider in the IT matchmaker<sup>®</sup> together with the most important identification data of the interested party prior to purchase. The fee is due immediately upon confirmation of participation by the provider and is payable within 14 days of receipt of an invoice.

### § 3 Contractual penalties

- 3.1 If the provider violates the prohibition of contact via channels other than those made available by the IT matchmaker<sup>®</sup> in accordance with § 2.5 when participating in the request, he shall pay Trovarit a contractual penalty of € 10,000.
- 3.2 The assertion of further claims by Trovarit remains unaffected.

### § 4 Warranty

- 4.1 With the IT matchmaker<sup>®</sup>, Trovarit merely offers Internet users a selection and tendering platform for IT solutions and services. Trovarit is not involved in any contracts concluded between providers and users. 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 accuracy and completeness of the users' data or for the willingness of the users to conclude a contract.
- 4.2 Trovarit does not guarantee that the IT-Matchmaker<sup>®</sup> will be available without interruption or disruption. Furthermore, Trovarit accepts no liability for technical errors and possible overloads of the

IT-Matchmaker® . Trovarit reserves the right to change or restrict the content and scope of the IT-Matchmaker®, in particular the system requirements, access times and rights of use, or to discontinue it altogether at any time. Trovarit will give appropriate notice of such measures.

## § 5 Data protection and security

- 5.1 The provider expressly undertakes to process all personal data transmitted by Trovarit exclusively in accordance with the provisions of the EU GDPR. This includes, in particular, refraining from making direct contact in connection with a request within the framework of IT-Matchmaker. *smartfi* before the conditions set out in §3.2 have been met. In addition, the principles for the processing of personal data (Chapter II, Articles 5-11 EU GDPR) and compliance with the rights of data subjects, in particular the information obligations (Chapter III, Section 2, Article 14 EU GDPR) and the right to rectification and erasure (Chapter III, Section 3, Articles 16-18 EU GDPR) must be observed. Trovarit AG and the provider shall inform each other immediately if a data subject exercises his or her right to rectification and erasure and contacts one of the parties for this purpose.
- 5.2 The provider is aware that data security on the Internet cannot be guaranteed according to the current state of the art. The provider agrees that Trovarit may send unencrypted e-mails, even if they contain personal data.
- 5.3 It is the sole responsibility of the provider to ensure that the data provided is backed up. Any liability of Trovarit in connection with the deletion or loss of data is excluded, insofar as the loss could have been avoided by appropriate data backup on the part of the provider.

## § 6 Liability/exemption

Trovarit shall only be liable for contractual or non-contractual damages if the damage is due to gross negligence or intent. Trovarit shall also be liable for culpable injury to life, limb or health of a natural person in the event of simple negligence. In addition, Trovarit shall also be liable for the breach of a material contractual obligation due to simple negligence, but limited in amount to the financial disadvantages that Trovarit should have foreseen as a possible consequence of the breach of contract when concluding the contract of use.

## § 7 Final provisions

- 7.1 The order, its execution and any claims arising therefrom shall be governed exclusively by German law.
- 7.2 The place of performance and jurisdiction is the registered office of Trovarit AG.
- 7.3 Provisions of these license conditions can only be waived by express written agreement with Trovarit AG. If individual provisions of these license conditions are or become invalid, this shall not affect the validity of the remaining provisions.

Aachen, March 2025

The Management Board of Trovarit AG