

License terms for the use of IT-Matchmaker® by providers within the framework of IT-Matchmaker.*smartrfi* (IT-M.smartrfi license)

Valid from March 31, 2025

§ 1 Subject

- 1.1 Trovarit AG operates the Internet-based evaluation, selection, and tendering platform IT-Matchmaker®. IT-Matchmaker® 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 marketing their range of services, acquiring customer contacts, efficiently processing tenders, and managing implementation projects. Participation in tenders within the framework of IT-Matchmaker.*smartrfi* – hereinafter also referred to as "requests" – by providers of IT or IT services is subject to the terms of use of the IT-M.smartrfi license. These govern the contractual relationship between the user of IT-Matchmaker® and Trovarit. By registering for IT-Matchmaker® these terms and conditions are accepted.
- 1.2 Trovarit distinguishes between the following types of users of IT-Matchmaker®: "Users" are companies that use or are looking for IT or purely IT-related services in order to use them themselves in the future in the course of 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 are looking for an IT solution or service on behalf of "users" and are not simultaneously "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 participation in inquiries within the framework of IT-Matchmaker.*smartrfi* by IT providers. Other value-added services, such as the brokerage of orders or the management of implementation projects, are governed by 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 IT-Matchmaker.*smartrfi*, user companies can submit a request for an IT solution or service based on a simple, individual project description, including a requirements profile.
- 2.2 Trovarit suggests providers of IT solutions and services to the user company for participation in the request within the framework of IT-Matchmaker.*smartrfi*, which Trovarit considers to be suitable for the respective task. The requesting user company decides which providers to consider within the framework of a request. In the course of the request, Trovarit offers providers contacts to user companies that are submitting a request using IT-Matchmaker® on the basis of the *IT-M.smartrfi* license. Providers receive the most important key data on the user company and the project, as well as the requirements profile, via IT-Matchmaker®.
- 2.3 The contacts offered for purchase by Trovarit in the course of IT-Matchmaker.*smartrfi* 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 corresponds to 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.*smartrfi*. If the provider confirms its participation in the request in accordance with the terms of use described here, the provider will receive the company name and business address of the requesting company. When the information requested by the user is provided, the participating provider will also receive the contact details of a contact person at the user company.
- 2.5 Until a meaningful application has been submitted and the request via IT-Matchmaker® has been closed, the provider is expressly prohibited from storing the information and contact details provided outside of IT-Matchmaker® in its own IT systems (e.g., CRM system) or using them for direct marketing and sales purposes. Instead, the participating provider is permitted to enter into direct dialogue with the tendering user via IT-Matchmaker® (including IT-Matchmaker chat). Providers who have responded to the request in a qualified manner receive revocable permission to process the information and contact details provided in accordance with the General Data Protection Regulation (GDPR) or to use them for direct marketing and sales purposes upon completion of the request.
- 2.6 Participation in a request within the framework of IT-Matchmaker.*smartrfi* is subject to a fee for providers, unless the user bears the costs of the request. The participation fee is based on the currently valid price list of Trovarit AG (see

www.it-matchmaker.com). In the event of confirmation of participation, the fee due will be displayed to the provider in IT-Matchmaker® together with the most important details 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, in the context of participation in the inquiry, the provider violates the prohibition on establishing contact via channels other than those provided by IT-Matchmaker® in accordance with § 2.5, they shall pay Trovarit a contractual penalty of €10,000.
- 3.2 Trovarit's right to assert further claims remains unaffected.

§ 4 Warranty

- 4.1 With IT-Matchmaker^(®) 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. Consequently, 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 IT-Matchmaker® will be available without interruption or disruption. Furthermore, Trovarit does not assume any liability for technical errors and possible overloads of IT-Matchmaker®. Trovarit 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, or to discontinue them altogether. 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 to it by Trovarit exclusively in accordance with the provisions of the EU GDPR. This includes, in particular, refraining from direct contact in connection with an inquiry within the framework of IT-Matchmaker. *smartfii* 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 the observance of 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 also be observed. Trovarit AG and the provider shall inform each other immediately if a data subject exercises their 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 with the current state of technology. It agrees that Trovarit may send emails unencrypted, even if they contain personal data.
- 5.3 It is the sole responsibility of the provider to ensure the security of the data provided. Trovarit accepts no liability in connection with the deletion or loss of data if the loss could have been avoided by the provider taking appropriate data security measures.

§ 6 Liability/Indemnification

Trovarit shall only be liable for damages, whether contractual or non-contractual, if the damage is attributable to gross negligence or intent. Trovarit shall also be liable for culpable injury to the life, limb, or health of a natural person in cases of simple negligence. In addition, Trovarit shall also be liable for the simple negligent breach of an essential contractual obligation, 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 user agreement.

§ 7 Final provisions

- 7.1 German law applies exclusively to the order, its execution, and any resulting claims.
- 7.2 The place of performance and jurisdiction is the registered office of Trovarit AG.
- 7.3 Provisions of these license terms may only be waived by express written agreement with Trovarit AG. Should individual provisions of these license terms be or become invalid, this shall not affect the validity of the remaining provisions.

Aachen, March 2025 | The Executive Board of Trovarit AG