

## Terms of Use of Trovarit AG for a Personal User Account on IT-Matchmaker® ("User Licence")

Valid from April 15, 2021

### § 1 Subject matter

- 1.1 Trovarit AG operates the online portal IT-Matchmaker®, which 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, the IT-Matchmaker® supports IT providers in acquiring customers, in the efficient processing of tenders and in the management of implementation projects. For the use of the IT-Matchmaker® the following terms of use apply, which regulate the contractual relationship between the user of the IT-Matchmaker® and Trovarit AG. With the registration for IT-Matchmaker® these are accepted.
- 1.2 These terms and conditions of use apply to all IT-Matchmaker license products (e.g. IT-Matchmaker®.select, IT-Matchmaker®.project, IT-Matchmaker®.portal etc.) and any online portals individually offered, adapted and provided for customers on the basis of the tools and templates of IT-Matchmaker®.
- 1.3 The present licence conditions regulate the use of the online portal IT-Matchmaker® within the framework of a personal "user account". The creation of a "user account" requires that a company has licensed IT-Matchmaker® and thus has a "company account" for IT-Matchmaker®. This company is hereinafter referred to as the "Licensee". The contract on the company licence regulates the scope of services, duration of use and the amount of the licence fee for the use of IT-Matchmaker®. The regulations made there limit the rights and obligations resulting from the conclusion of a "user licence".

### § 2 Registration / Activation

- 2.1 Each user must register for a personal "user account" before using IT-Matchmaker®.
- 2.2 The user warrants that all data provided by him during registration are true and complete. The user is obliged to notify Trovarit AG immediately of any changes to his user data. The user may not use any pseudonyms or pen names.
- 2.3 The user is not allowed to give his personal access data to third parties.
- 2.4 Unless otherwise stipulated in a separate licence and usage agreement, the user makes an offer to conclude a contract for the use of IT-Matchmaker® by completing the registration process. Trovarit AG accepts this offer by activating the user for the IT-Matchmaker®. Through this acceptance, the contract between the user and Trovarit AG comes into effect.
- 2.5 Registration for IT-Matchmaker® and activation of a user account is free of charge. The prerequisite for the activation is complete information on the mandatory information requested in the registration form. In case of incomplete or untrue information in the registration form as well as in case of doubts about the intended use of IT-Matchmaker®, Trovarit AG reserves the right to refuse the activation of

a user account or to block an activated user account completely or to restrict the use in parts at any time at its own discretion.

- 2.6 Only employees of a company holding a company licence are permitted to use IT-Matchmaker® within the framework of the "user account". In addition, employees of companies or individuals acting on behalf of the "Licensee" are also admitted to use IT-Matchmaker®. Private individuals are excluded from using IT-Matchmaker®.

### § 3 Rights of use

- 3.1 Tools, data, contents, criteria catalogues, specification templates and analysis results of the IT-Matchmaker® are subject to copyright protection. Use, duplication or passing on by the registered user is only permitted with a valid licence and exclusively for internal company use within the framework of a project documented by the "Licensee" in IT-Matchmaker®. In particular, 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® within the scope of the intended use of the IT-Matchmaker®. In case of doubt about the intended use of the IT-Matchmaker®, Trovarit AG reserves the right to refuse the activation of a user account at its own discretion or to block an existing user account completely or to restrict the use in parts at any time. In the event of infringement, Trovarit AG also reserves the right to demand reasonable compensation and/or damages.
- 3.2 The scope of the rights of use within the scope of a "user account" depends in each case on the licence and use agreement underlying the company account to which the user account is assigned. An overview of the available standard licence products can be found at [www.it-matchmaker.com](http://www.it-matchmaker.com).

### § 4 Services of Trovarit AG / Limited Warranty

- 4.1 Trovarit AG does not guarantee that IT-Matchmaker® will be provided without interruption. Trovarit AG assumes no liability for technical errors and possible overloads of IT-Matchmaker®. Trovarit AG reserves the right to change or restrict the contents and scope of IT-Matchmaker®, in particular the system requirements, access times and usage rights at any time. Trovarit AG will give adequate notice of such measures. Details on the availability and fault handling of IT-Matchmaker® are governed by the Service Level Agreement (SLA) (cf. [www.it-matchmaker.com](http://www.it-matchmaker.com)).
- 4.2 The software of the IT-Matchmaker® is operated on EDP systems of Trovarit AG or its IT service provider. The software is accessed via the Internet. Trovarit AG uses appropriate security technologies (e.g. encryption, password protection and firewall protection) when providing the IT-Matchmaker® services.
- 4.3 The user's data is backed up once a day by Trovarit AG. In the event of a system failure, the stored data will be restored within 24 hours (working day).
- 4.4 It is the sole responsibility of the user to ensure that the data transmitted to him/her is backed up. Any liability on the part of Trovarit AG 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 user.

4.5 If the term of the licence and usage agreement on which a "Company Account" is based ends, the usage rights of all "User Accounts" corresponding to the Company Account shall be restricted for a transitional period of one month to the extent that only read access is possible. During the transitional period, the user has the option of exporting and saving his data from IT-Matchmaker®. The regulations for the use of the data and contents of the IT-Matchmaker® according to 3.1 shall apply for an unlimited period of time after the end of the contract period. Upon expiry of the transitional period, all "user accounts" will be closed.

## § 5 Secrecy

If the user and Trovarit AG make confidential information available to each other in the course of the cooperation, then 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 during the use of IT-Matchmaker® by the user or otherwise in the course of the cooperation in any way and not to make them accessible to third parties. Confidentiality does not include information that was already known to the public at the time of transfer.

## § 6 Data Protection and Security

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®.

### 6.1 Purposes of processing

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

- 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, e-mail 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.

### 6.2 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 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/about-us/trovarit-ag-the-it-matchmaker/data-privacy/>

## § 7 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.

In the case of slight negligence, Trovarit AG is liable - whereby Trovarit AG must be held responsible for the corresponding behaviour of its legal representatives as well as its vicarious agents - without restrictions according to the legal regulations only for injury to life, body or health.

Furthermore, Trovarit AG is only liable for slight negligence due to violation of essential contractual obligations. In these cases of slight negligence, the liability is limited to the damages foreseeable and typical for this type of contract at the time of the conclusion of the contract as well as to the amount of all damages arising from this contract, up to a maximum of the remuneration paid by the user in accordance with the licence and user agreement. In case of slight negligence, the Trovarit AG is not liable for lost profit and other indirect damages.

The limitations of liability apply regardless of whether the user demands compensation for damages or the reimbursement of futile expenses. With the exception of claims arising from intent or from injury to life, body or health, the user's claims for damages become time-barred after one year from knowledge of the damage.

## § 8 Severability Clause

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

## § 9 Final Provisions

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

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

9.3. Provisions of these license terms may only be waived by express written agreement with Trovarit AG.  
If any provision of these Terms and Conditions is or becomes invalid, the validity of the remaining provisions shall not be affected thereby.

Aachen, April 2021

The Executive Board of Trovarit AG