

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

Valid as of 23 October 2023

### § 1 Subject matter

- 1.1 Trovarit AG operates the internet-based evaluation, selection and tendering 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 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® within the framework of an IT-Matchmaker.*light* Trial Licence (hereinafter *light*-trial-licence) by users of IT or IT services, 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 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 "providers" of such IT solutions or services are referred to as "consultants".
- 1.3 With the IT-Matchmaker® users can analyse and qualify suitable IT solutions or services based on their individual requirements. 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 Within the framework of the *light*-trial-licence, the user can use checklists to define requirements for the software solution he is looking for, evaluate the suitability of the IT solutions and providers listed in the IT-Matchmaker® for his purposes and compile a list of his preferred providers ("list of favourites").
- 2.2 Data, content, criteria catalogues, evaluation procedures and analysis results of the IT-Matchmaker® are subject to copyright protection.
- 2.3 The use of IT-Matchmaker® within the framework of the *light*-trial-licence is free of charge.
- 2.4 The *light*-trial-licence is valid for three calendar days. The period is measured from the activation of the IT-Matchmaker® account.

### § 3 Trovarit Services/Limited Warranty

- 3.1 With the IT-Matchmaker® Trovarit offers Internet 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 warranty 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 is backed up. Any liability on the part of Trovarit in connection with the deletion or loss of data is excluded, insofar as the loss could have been avoided through appropriate data backup on the part of the user.

### § 4 Data protection and security

Your personal data, which you provide in the course of registering and using IT-Matchmaker®, is stored and processed exclusively for the optimal provision of our service. Your personal data will not be passed on to third parties.

In the following, we inform you in accordance with Article 13 of the EU Data Protection Regulation (EU-DSGVO) about the processing of your personal data when using IT-Matchmaker within the framework of the *light-trial-licence*.

#### **Purposes of the processing**

With the IT-Matchmaker® you can analyse the market for standard software on the basis of an individual search profile. Trovarit will set 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 this account, we process your first and last name, as well as your professional contact and communication data (postal address, telephone number, email address) in accordance with Article 6(1)(b) of the EU-DSGVO for the performance of the contract.

- **Direct marketing**

In order to send you suitable information about interesting products from its own range, Trovarit processes your first and last name, the name and address of your company as well as your professional e-mail address with your consent until revocation in accordance with Article 6 (1) a) of the EU-DSGVO.

#### **Your rights**

According to the EU GDPR you have the right to:

- Information about the processing of your data
- Correction or deletion of your data
- Restriction of processing
- Objection to the processing
- data portability
- Revocation of your given consent with effect for the future
- Complaint to the data protection authority. The supervisory authority of your place of residence is responsible.

To exercise your right to object, simply send an e-mail to the following e-mail address: [datenschutz@trovarit.com](mailto:datenschutz@trovarit.com).

If you have any questions, you can of course also contact our 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/exemption

Trovarit shall only be liable for contractual or non-contractual damages if the damage is due to gross negligence or intent. Trovarit is liable for culpable injury to life, limb or health of a natural person even in the case of simple negligence.

## § 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 These terms and conditions of use may only be waived by express written agreement with Trovarit AG. If individual provisions are or become invalid, this shall not affect the validity of the remaining provisions.

Aachen, October 23, 2023

The Executive Board of Trovarit AG