

Licence Terms for the Use of IT-Matchmaker® by Vendors („Vendor Licence“)

Valid from 15 April 2021

§ 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 providers in marketing their range of services, in gaining customer contacts, in efficiently processing tenders and in managing implementation projects. The following terms of use apply for the use of IT-Matchmaker by vendors of IT or IT services. They regulate the contractual relationship between the user of the IT-Matchmaker® and Trovarit. With the registration for the IT-Matchmaker® these are accepted.
- 1.2 Trovarit distinguishes between the following types of users of the IT-Matchmaker®: "Users" are companies that use IT or pure 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 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 "Vendors" of such IT solutions or services are referred to as "Consultants".
- 1.3 Trovarit offers different sales services for Vendors. The IT-M. leads Licence exclusively covers the purchase and exploitation of leads by Vendors offered via IT-Matchmaker®. Other value-added services, such as order brokering or the management of implementation projects, are regulated in separate user agreements. The use of these value-added services requires the conclusion of a corresponding contract with specific terms of use.

§ 2 Registration/activation

- 2.1 The user must register 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 immediately of any changes to his or her user data. The user may not use pseudonyms or pen names.
- 2.3 By completing the registration process, the user makes an offer to conclude the contract on the use of the IT-Matchmaker® under the conditions described below. Trovarit accepts this offer by

activating the user for the IT-Matchmaker®. By this acceptance the contract between the user and Trovarit is concluded.

- 2.4 The use of the IT-Matchmaker® within the scope of the Placement License is only permitted to entrepreneurs, i.e. natural or legal persons or partnerships with legal capacity as well as their representatives, who offer IT solutions or IT services in the exercise of their commercial or independent professional activity.
- 2.5 In the case of the Placement License for IT-Matchmaker®, Trovarit distinguishes between a "company account" and a "user account". The company account manages all relevant information about the Vendor's company while the user account manages all relevant information about the person of a user. A company account is set up with the first registration of a user from a company. Any number of further user accounts can be assigned to a company account. All further user accounts are also subject to the provisions of these licence conditions.
- 2.6 A "user account" is intended exclusively for personal use. The disclosure of the access data to other persons or the use of the account by users other than the person registered under a "user account" is not permitted.
- 2.7 Registration as a Vendor on IT-Matchmaker®, the set-up and activation of a company or user account (granting of a licence), the basic entry of software and company profiles in market overviews, online lists and product comparisons are free of charge. If additional services are subject to a charge, the user will be informed of this separately before use. No fees shall be charged without the express consent of the user. In the event that fees are incurred with the express consent of the user, the amount of the fees shall be based on Trovarit's current price list, available at www.it-matchmaker.com.
- 2.8 The duration of a company or user account is unlimited. The prerequisite for activation is the complete provision of the official company address as well as the other mandatory details requested in the registration form. In addition, the Vendor is obliged to provide truthful and - if marked as mandatory information - complete information about the company, the software solution offered by the Vendor and the user's person. Any changes are to be updated by the Vendor without delay. If a user leaves the company, the right of use for the user account ends at the same time, regardless of whether the user account is still functional.
- 2.9 In the event of incomplete or outdated information or in the event of doubts as to the correctness of the information provided by the Vendor, in the event of doubts as to the intended use of the IT-Matchmaker® or in the event of a breach of these licence conditions, Trovarit reserves the right to refuse to activate a company or user account or to block an activated company or user account at any time at its own discretion. In case of incomplete or outdated information or in case of doubt about the correctness of the Vendor's information, Trovarit reserves the right to edit the Vendor's information, provided that Trovarit has the corresponding information about the Vendor and it is publicly available.

- 2.10 Authorised representatives of the Vendor may terminate the listing of a Vendor or its range of services in IT-Matchmaker® at any time in writing without giving reasons.

§ 3 Duties of the Vendor

- 3.1 By registering for the IT-Matchmaker®, the Vendor undertakes to provide complete and truthful information about the company and the services offered insofar as it concerns the listing of its company and range of services.
- 3.2 The Vendor is obliged to inform Trovarit immediately if an employee who has a user account for the IT-Matchmaker® has left the Vendor's company. In addition, the Vendor is obliged to deactivate the user account of employees who have left without delay.
- 3.3 Data, content, criteria catalogues and analysis results of the IT-Matchmaker® are subject to copyright protection. Their use is permitted exclusively within the IT-Matchmaker®. In particular, the Vendor is prohibited from using contents, catalogues, data and research results for purposes other than IT-Matchmaker® operations, from publishing them or otherwise passing them on to third parties. Trovarit reserves the right to block the Vendor account as well as the Vendor or system profile in case of doubt about the intended use of the IT-Matchmaker®. In case of non-contractual use of contents, catalogues, data and research results of the IT-Matchmaker®, Trovarit also reserves the right to claim damages.

§ 4 „IT-Matchmaker®.light“ - Delivery of User Data ("Leads")

- 4.1 Trovarit offers Vendors who are listed in the IT-Matchmaker® contact information for Users who carry out a market research with the IT-Matchmaker®. Vendors whose range of services matches the User's specifications are supplied with the key data of the User and the project as well as the User's requirement profile in anonymised form by Trovarit via the IT-Matchmaker®.
- 4.2 Based on the anonymised project description, the Vendor can decide whether they want to purchase the User's complete contact and project data, which the User provided in the registration form as well as during the search in the search profile (hereinafter also referred to as "Lead"), for the purpose of direct marketing.
- 4.3 Purchased leads shall be delivered within two (2) working days. The purchase of a lead is subject to a fee. The amount of this fee can be found in the currently valid price list (cf. www.it-matchmaker.com). The remuneration due in the event of a purchase is displayed to the Vendor in IT-Matchmaker® together with the User's key data before the purchase. The remuneration is due immediately and payable within 14 days after receipt of an invoice.
- 4.4 Trovarit sells one lead to a maximum of 8 Vendors. Once the lead has been delivered (corresponds to the activation of the user's contact data in IT-Matchmaker®), a return of the lead is excluded unless Trovarit expressly agrees to the return of the lead at its own discretion.

§ 5 „IT-Matchmaker®.professional“ – Participation in tenders for software projects

- 5.1 With IT-Matchmaker.*professional*, Users can create an individual requirements profile for an IT solution or service ("specifications"), compile a distribution list of Vendors, tender an IT project and evaluate the Vendors participating in the tender or their proposed solutions.
- 5.2 With IT-Matchmaker.*professional*, Vendors can compile and submit their solution proposals, indicative prices and other information in answer to a tender in accordance with the scheme specified by the tendering User. IT-Matchmaker® supports Vendors in this process, e.g. in the form of the administration of sample proposals, the reuse of proposals from other tenders, the targeted analysis of requirement profiles etc.
- 5.3 The Vendors invited to participate by a User in the context of a tender receive the most important characteristic data of the User as well as the tender documents from Trovarit via the IT-Matchmaker®. On this basis, the Vendor can decide in each individual case whether to participate in the tender.
- 5.4 If the Vendor confirms participation in an IT-Matchmaker® tender, then the Vendor concludes a contract with Trovarit for the use of the IT-Matchmaker® for the processing of the relevant tender. The contract concluded between the participating Vendor and Trovarit on the use of the IT-Matchmaker® for processing a tender ends with the commissioning of one or more Vendor(s) to implement the entire tendered project. Partial commissions, e.g. for the purpose of fine specification or a pilot project, do not lead to a termination of the contract concluded between the participating Vendor and Trovarit on the use of IT-Matchmaker® for processing a tender. The contract between the Vendor and Trovarit on the use of IT-Matchmaker® in connection with a tender shall continue to exist in particular even if
- a tender is temporarily interrupted by the tendering User, as long as the interruption does not exceed a period customary in the market,
 - the User changes, supplements or reduces their requirements for the IT solution or services sought in the course of the tender or award of contract to an extent customary in the market, or
 - the User temporarily or conditionally excludes the provider from further consideration for the award of contract, e.g. in order to first examine other alternatives more intensively.
- 5.5 Fee regulation - For the use of IT-Matchmaker® in the context of a tender, fees are charged to the participants. The company issuing the invitation to tender decides on the fee regulation to be applied in the specific case. If not expressly regulated otherwise, the participating Vendors shall pay fees in the form of a nominal fee for participation and - in the event of success - an evaluation fee. The amount of the fees is based on the current Trovarit price list (cf. www.it-matchmaker.com). The following applies
- 5.5.1 The nominal fee is due immediately and payable no later than 14 days after receipt of the invoice. The variable evaluation fee is due immediately when the order is placed and is payable no later than 14 days after receipt of the invoice.

- 5.5.2 Calculation of the "Evaluation Fee" - The variable evaluation fee depends on the amount of the order value and is calculated according to the current price list of Trovarit (cf. www.it-matchmaker.com).
- 5.5.3 The contract value is determined based on the contractually agreed fees for the use of all IT components to be provided according to the contract (purchase price, licence or usage fees) as well as all revenues of the Vendor from services. For software projects, the contract value is reduced by revenues from the delivery of hardware as well as from the maintenance of the software. The contract value subject to fees otherwise comprises the entire tendered project scope. This also applies to projects which the User commissions in several stages. The order value includes subsequent change requests that are placed within a period of three years after the original order was placed. At the same time, the order value subject to a fee is limited to the tendered project scope, whereby this scope is described functionally by the requirements profile and quantitatively by the companies, organisational units or regions listed in the tender documents in which the IT solution is to be used. If an order is placed using a licence agreement (e.g. "software transfer"), the contract value subject to the evaluation fee corresponds to the total licence fees. If an order is placed using a rental model for the use of the software, the contract value subject to the evaluation fee corresponds to the total rental price for the use of the software. If an order is placed using a rental model for the use of the software with subsequent software transfer, the contract value subject to the evaluation fee corresponds to the licence fees and the total rental price for the use of the software. If an order is placed using a rental model for the use of the software in which the operation of the hardware and all maintenance services are included in the rental price (software on demand, software as a service), the contract value subject to the evaluation fee corresponds to 75% of the rental price for the use of the software shall be used as the basis of assessment instead of the licence fees. In the case of rental models without subsequent software transfer, the rental income actually generated over a maximum term of five years after award of the contract is subject to the fee. If a project order is placed with the inclusion of software according to the "open source" model, the contract value subject to the evaluation fee will be set at a customary market equivalent. In the case of projects where the participating Vendor involves third parties for the implementation, the entire order value remains subject to the evaluation fee, regardless of whether the tendering User commissions the third party directly or whether the third party is involved as a subcontractor of the participating software provider.
- 5.5.4 "Existing customer discount" - If the Vendor proves that the tendering User is already one of their customers ("existing customer") on the basis of a valid maintenance contract at the time of the invitation to tender, or that the tendering User already has an indicative price quotation from the Vendor which is not older than three (3.0) months at the time of the invitation to tender, then the assessment basis for the calculation of the evaluation fee (cf. § 5.3) is reduced by 50.0%. The Vendor must claim the existing customer discount when confirming the participation in a tender.

5.5.5 "Placing of order" - Irrespective of the time of delivery, an order is deemed to have been placed when the contract has been signed by both the tendering User and the commissioned Vendor or acceptance of the order has been confirmed by the Vendor. Any rights of withdrawal in favour of the contracting authority shall not have any suspensive effect unless the contracting authority can exercise the right of withdrawal without giving reasons ("unqualified right of withdrawal"). If the principal has an unqualified right of withdrawal, the order shall be deemed to have been placed as soon as this right of withdrawal has expired.

5.5.6 "Obligation to notify and provide evidence" - In the event that an order is placed by the tendering User, the commissioned Vendor is obliged to inform Trovarit immediately about the order and to provide all information required to determine the value of the order. In particular, the supplier is obliged to provide the following information without delay:

- Total value of the order (purchase price, licence/user fees for all IT components to be provided, fees for all services in connection with the tendered IT project).
- Key dates of the contract (date of award of contract and dates for the expiry of any rights of withdrawal).
- If relevant: The exact wording of any rights of withdrawal in terms of their conditions.

Furthermore, the Vendor is obliged to provide Trovarit, upon request, with all elements of the contract that are relevant for the determination of the order value for the purpose of verification of the information. If the Vendor does not immediately notify Trovarit of the placing of the order, Trovarit reserves the right to charge default interest from the time of the placing of the order. If the Vendor does not immediately - at the latest within five (5.0) working days after written request by Trovarit - provide Trovarit with the information required to determine the order value after the order has been placed, then the average order value according to the information provided in IT-Matchmaker® by all Vendors participating in the tender shall be used as the basis for calculating the evaluation fee. If no such information is available, then a contract value will be determined on the basis of average values customary in the market. A subsequent correction of the evaluation fee is at the sole discretion of Trovarit.

§ 6 „IT-Matchmaker®.rfi“ – Participation in a Request for Information (RFI)

6.1 IT-Matchmaker.rfi allows User companies to carry out an RFI for an IT solution or service on the basis of a simple, individual project description including a requirements profile.

6.2 The licence IT-Matchmaker.rfi allows Vendors to participate in the RFI. Trovarit selects the Vendors for the RFI mailing list on the basis of the Vendors' and their solutions' suitability for the project at hand. In the course of this, Trovarit offers Vendors contacts to User companies that carry out an RFI via IT-Matchmaker.rfi. In doing so, the Vendors receive the key data of the User company and the project as well as a requirement profile via the IT-Matchmaker®.

6.3 The contacts offered for sale by Trovarit in the course of IT-Matchmaker.rfi correspond to the qualification level "Sales Qualified Leads". This means that the prospective customer has confirmed to Trovarit that he is looking for a suitable IT solution and service.

- 6.4 Based on the information provided, the Vendor can decide whether they wish to participate in the IT-Matchmaker.*.rfi*. If the Vendor confirms participation in the RFI in accordance with the terms of use described here, the Vendor will receive the company address as well as contact details for a contact person at the User company.
- 6.5 Until the submission of a cost estimation and the associated termination of the RFI via IT-Matchmaker®, the Vendor is expressly prohibited from storing the information and contact data provided in their own data processing systems (e.g. CRM system) or using it for the purpose of direct marketing and sales. Instead, the participating Vendor is permitted to enter into direct dialogue with the requesting User via IT-Matchmaker® (e.g. IT-Matchmaker chat). Vendors who have answered the RFI in a qualified manner receive, upon completion of the RFI, revocable permission to process the information and contact data provided in accordance with the General Data Protection Regulation (GDPR) or to use it for the purpose of direct marketing and sales.
- 6.6 Participation of Vendors in an RFI within the framework of IT-Matchmaker.*.rfi* is subject to a fee, unless the User accepts the costs of the RFI. The participation fee is based on the currently valid price list of Trovarit AG (cf. www.it-matchmaker.com). The fee due in the case of confirmation of participation is displayed to the Vendor in IT-Matchmaker® together with the most important characteristic data of the interested party prior to purchase. The fee is due immediately upon confirmation of participation by the Vendor and payable within 14 days after receipt of an invoice.

§ 7 Warranty

- 7.1 With the IT-Matchmaker® Trovarit merely offers Users a selection and tendering platform for software solutions. Trovarit is not involved in any contracts concluded between Vendors and Users. In this respect, a contractual relationship exists exclusively between the User and the Vendor. As a result, Trovarit does not assume any warranty or guarantee for the correctness and completeness of the Users' data or for the Users' willingness to conclude a contract.
- 7.2 Trovarit does not warrant that the IT-Matchmaker® will be provided uninterrupted or without interruption. Furthermore, Trovarit does not assume any liability for technical errors and possible overloads of the IT-Matchmaker®. Trovarit reserves the right to change or restrict the contents and scope of the 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.

§ 8 Data protection and security

- 8.1 The Vendor expressly undertakes to process all personal data transmitted by Trovarit exclusively in accordance with the provisions of the GDPR. This includes, in particular, refraining from direct contact with a requesting User before the conditions according to §3.2 have been fulfilled. Furthermore, the principles for the processing of personal data (Chapter II, Articles 5-11 GDPR) as well as the observance of data subject rights, in particular the information obligations (Chapter III, Section 2, Article 14 GDPR) and the right to rectification and deletion (Chapter III, Section

3, Articles 16-18 GDPR) must be observed. Trovarit AG and the Vendor shall inform each other immediately if a data subject exercises his or her right of rectification and erasure and contacts one of the parties for this purpose.

8.2 The Vendor is aware that data security on the internet cannot be guaranteed according to the current state of technology. They agree that Trovarit sends e-mails, even if they contain personal data, unencrypted.

8.3 It is the sole responsibility of the Vendor to ensure the security of the data provided. 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 Vendor.

§ 9 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. In addition, Trovarit shall also be liable for the breach of an essential contractual obligation due to simple negligence, however, limited in total to the pecuniary disadvantages that Trovarit should have foreseen as a possible consequence of the breach of contract when concluding the contract of use.

§ 10 Final Provisions

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

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

10.3 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