

License terms for the use of IT-Matchmaker® by providers ("Provider 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. The following terms of use, which govern the contractual relationship between the user of IT-Matchmaker® and Trovarit, apply to the use of IT-Matchmaker® by providers of IT or IT services within the scope of the "provider license." These terms are accepted upon registration for IT-Matchmaker®.
- 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 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 at the same time "providers" of such IT solutions or services are referred to as "consultants."

§ 2 Registration/Activation

- 2.1 The user must register before using IT-Matchmaker®.
- 2.2 The user warrants that all data provided during registration is true and complete. The user is obliged to notify Trovarit immediately of any changes to their user data. The user may not use pseudonyms or stage names.
- 2.3 By completing the registration process, the user submits an offer to conclude a contract for the use of IT-Matchmaker® under the terms and conditions described below. Trovarit accepts this offer by activating the user for IT-Matchmaker®. This acceptance constitutes the conclusion of the contract between the user and Trovarit.
- 2.4 The use of IT-Matchmaker® within the scope of a provider 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 With the provider license for IT-Matchmaker®, Trovarit distinguishes between a "company account" and a "user account." The company account manages all relevant information about a provider's company, while the user account manages all relevant information about a user ("named user"). A company account is set up when a user from a company registers for the first time. In addition, any number of additional user accounts with different roles for users within a company can be assigned to a company account. All additional user accounts are subject to the provisions of these license terms without restriction.
- 2.6 A "user account" is intended for personal use only. The transfer of access data or use by users other than the registered person is not permitted.
- 2.7 Registration as a provider on IT-Matchmaker®, the creation and activation of a company or user account (license granting), the entry for listing the information required for participation in the IT-Matchmaker® process, and the basic entry of software and company profiles in market overviews, online lists, and solution comparisons are free of charge. If any additional services are subject to a fee, the user will be notified separately before using them. No fees will be charged without the express consent of the user. If fees are incurred with the consent of the user, the amount of the fees is based on Trovarit's current price list, available at www.it-matchmaker.com.
- 2.8 The term of a company or user account is unlimited. Activation requires the complete entry of the official company address and the other mandatory information requested in the registration form. The provider is also obliged to provide truthful and – where marked as mandatory – complete information about their company, themselves, and the software solution they offer. Any changes must be updated by the provider without delay. If a user leaves the company, the right to use the user account on ends at the same time, regardless of whether the user account is still functional.
- 2.9 In the event of incomplete or outdated information, doubts about the accuracy of the information provided by the provider, doubts about the intended use of IT-Matchmaker® or in the event of a violation of these license terms, 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 the event of incomplete or outdated information, or if there are doubts about the accuracy of the provider's information, Trovarit reserves the right to edit the provider's information, provided that Trovarit has the

relevant information from the provider and this information is publicly available.

§ 3 Obligations of the provider

- 3.1 By registering with IT-Matchmaker®, the provider undertakes to provide complete and truthful information about the company and the services offered when listing its range of services.
- 3.2 The provider is obliged to inform Trovarit immediately of the departure of employees who have a user account for IT-Matchmaker®. In addition, the provider is obliged to deactivate the user accounts of departed employees immediately.
- 3.3 Data, content, criteria catalogs, and analysis results of IT-Matchmaker® are subject to copyright protection. Use is permitted exclusively within the scope of IT-Matchmaker® operations. In particular, the provider is prohibited from using content, catalogs, data, and search results for purposes other than IT-Matchmaker® operations, publishing them, or otherwise passing them on to third parties. Trovarit reserves the right to block provider accounts and provider or system profiles if there are doubts about the intended use of IT-Matchmaker®. Trovarit also reserves the right to claim damages in the event of non-contractual use of content, catalogs, data, and search results from IT-Matchmaker®.

§ 4 "IT-Matchmaker®.professional" – Participation in tenders for software projects

- 4.1 With "IT-Matchmaker®.professional," users can create a requirements profile for an IT solution or service, compile a list of providers, issue a call for tenders for an IT project, and evaluate the providers participating in the call for tenders or their proposed solutions using the .
- 4.2 With "IT-Matchmaker® .professional," providers can compile and submit their proposed solutions, target prices, and other information in accordance with the specifications provided by the user issuing the tender.
- 4.3 The providers invited by a user to participate in a tender receive the most important key data of the user company and the tender documents from Trovarit via IT-Matchmaker®. On this basis, the provider can decide in each individual case whether to participate in the tender.
- 4.4 If the provider confirms its participation in a tender in IT-Matchmaker®, the provider concludes a contract with Trovarit for the use of IT-Matchmaker® for processing the tender in question. The contract concluded between the participating provider

and Trovarit for the use of IT-Matchmaker® to process a tender ends when one or more providers are commissioned to implement the entire tendered project. Partial commissions, e.g., for the purpose of detailed specification or a pilot project, do not result in the termination of the contract concluded between the participating provider and Trovarit for the use of IT-Matchmaker® to process a tender. The contract between the provider and Trovarit for the use of IT-Matchmaker® in connection with a tender continues 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 contract award to a degree that is customary in the market, or
- ▶ the user temporarily excludes the provider from further consideration in the contract award process, e.g., in order to examine other alternatives more closely first.

4.5 Fee regulations – Participants are charged fees for using IT-Matchmaker® in the context of a tender. The tendering company decides on the fee regulations to be applied in each specific case. Unless expressly stated otherwise, participating providers pay fees in the form of a nominal fee for participation in and, in the event of success, an additional evaluation fee. The amount of the fees is based on Trovarit's current price list (see www.it-matchmaker.com). The following applies

4.5.1 The nominal fee is due immediately and must be paid no later than 14 days after receipt of the invoice. The variable evaluation fee is due immediately upon placement of the order and must be paid no later than 14 days after receipt of the invoice.

4.5.2 Calculation of the "evaluation fee" – The variable evaluation fee is based on the order value and is calculated according to Trovarit's current price list (see www.it-matchmaker.com).

4.5.3 The basis for determining the order value is the contractually agreed fees for the use of all IT components to be provided under the contract (purchase price, license or usage fees) as well as all revenues of the provider from services. In the case of software projects, the order value is reduced by revenues from the delivery of hardware and from the maintenance of the software ("software maintenance"). Otherwise, the fee-based order value comprises the entire scope of the project as advertised. This also applies to projects that are commissioned by the user in several stages. The order value includes subsequent change requests that are submitted within a period of

three years after the original order was placed. At the same time, the fee-based order value is limited to the advertised project scope, which is described functionally by the requirements profile ("scope") and quantitatively by the companies, organizational units, or regions listed in the tender documents in which the IT solution sought is to be used.

Depending on the contractually agreed billing model for the use of the software, the basis for calculating the order value with regard to the software is calculated as follows:

- a. Purchase of a software license: If an order is placed using a license agreement in which the client purchases the rights to use the software for an unlimited period of time ("software transfer"), the total license fees are used as the basis for assessment.
- b. Rental of a software license: If an order is placed using a rental model for the use of the software, the total rental price for the use of the software is used as the basis for assessment instead of the license fees.
- c. Rental of a software license with subsequent software transfer (license purchase): If an order is placed using a rental model for the use of the software with subsequent software transfer (license), the license fees and the total rental price for the use of the software are used as the basis for assessment.
- d. Software on demand, software-as-a-service: If an order is placed using a model with fees 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 contractually agreed usage fees are payable for a maximum period of three years after the software is put into operation.
- e. If a project order is placed using software based on the "open source" model, a market equivalent is used as the basis for assessment instead of the license fee.

4.5.4 In the case of projects for which the software provider participating in the tender involves third parties or has parts of the tendered scope of services delivered by third parties, the entire order value remains subject to fees. If the partial services provided by third parties are absolutely necessary for the implementation of the tendered project, the participating software provider is liable for the entire evaluation fee in this case, regardless of whether the tendering software user commissions the third party directly or whether the third party is involved as a subcontractor of the participating software provider. This is regularly the case when system houses or integrators participate in a tender, whereby the contract for the provision of the required software is concluded directly with the software manufacturer or with an authorized software reseller. In this case, however, Trovarit is free, at its own discretion, to waive the fees on revenues from the provision of software and,

in return, to charge the participating software provider an evaluation fee increased by a factor of 2.5 on the revenues from services.

- 4.5.5 "Existing customer discount" – If the provider can prove that the tendering user is already one of its customers ("existing customer") at the time of the tender due to an ongoing maintenance contract, or that the tendering user already has a recommended price offer from the provider that is not older than three (3.0) months at the time of the tender months at the time of the tender, the basis for calculating the evaluation fee (see § 5.3) is reduced by 50.0%. The entitlement to the existing customer rule must be indicated upon confirmation of participation in a tender.
- 4.5.6 "Order placement" – Regardless of the time of delivery, an order is considered to have been placed within the meaning of the provider license if the contract has been signed by both the tendering company and the commissioned provider or if the provider has confirmed acceptance of the order. Any rights of withdrawal in favor of the client shall have no suspensive effect on the contract, unless the client can exercise the right of withdrawal without giving reasons ("unqualified right of withdrawal"). If the client is entitled to an unqualified right of withdrawal, the order shall be deemed to have been placed as soon as this right of withdrawal has expired.
- 4.5.7 "Obligation to report and provide evidence" – If an order is placed by the tendering user, the provider participating in a tender is obliged to inform Trovarit immediately about the order and to provide all information necessary for determining the order value. In particular, the provider is obliged to provide the following information without delay:
- ▶ Total value of the order (purchase price, license/usage fees for all IT components to be provided, fees for all services in connection with the tendered IT project)
 - ▶ Key dates of the order (date of order placement and dates for the expiry of any rights of withdrawal)
 - ▶ If relevant: The exact wording of any rights of withdrawal with regard to their conditions

In addition, the provider is obliged to provide Trovarit, upon request, with all components of the contract relevant to determining the order value for the purpose of verifying the information. If the provider does not notify Trovarit of the order placement immediately, Trovarit reserves the right to charge default interest from the time the order was placed. If the provider does not immediately provide the information required to determine the order value after the order has been placed – at the latest within five (5.0) working days of receiving a written request from Trovarit – the average order value according to the information provided by all providers participating in the tender in IT-Matchmaker^(*) will be used as the basis

for calculating the evaluation fee. If no such information is available, an order value will be determined based on average market values. Any subsequent correction of the evaluation fee is at the sole discretion of Trovarit.

§ 5 "IT-Matchmaker®.smartRFI" – Participation in RFI requests

- 5.1 With IT-Matchmaker.*smartRFI*, user companies can issue a request for proposal (RFP) – also referred to as an "inquiry" in this context – for an IT solution or service based on a simple, customized project description, including a requirements profile.
- 5.2 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 believes are suitable for the respective task. The requesting user company decides which providers to consider in response to an inquiry. In the course of the inquiry, Trovarit offers providers contacts to user companies that are issuing a call for tenders 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®.
- 5.3 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 request.
- 5.4 Based on the information provided, the vendor can decide whether they wish to participate in the request within the framework of IT-Matchmaker.*smartRFI*. If the vendor confirms their participation in the request in accordance with the terms of use described here, they will receive the company name and business address of the requesting company. When the information requested by the user is provided, the participating vendor also receives the contact details of a contact person at the user company.
- 5.5 Until a meaningful application has been submitted and the request via IT-Matchmaker.smartRFI® has been closed, the provider is expressly prohibited from storing the information and contact details provided outside of IT-Matchmaker.smartRFI® 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® (e.g. a. IT-Matchmaker chat). Suppliers who have responded to the tender 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 tender.

- 5.6 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 tender. The participation fee is based on the current price list of Trovarit AG (see www.it-matchmaker.com). In the case of , the fee due upon confirmation of participation is 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.

§ 6 Warranty

- 6.1 With IT-Matchmaker®, Trovarit merely offers Internet users a selection and tendering platform for software solutions. 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 user data or for the willingness of users to conclude a contract.
- 6.2 Trovarit does not guarantee that IT-Matchmaker® will be available without interruption or disruption. Furthermore, Trovarit does not guarantee that IT-Matchmaker^(e) will be free of technical errors and possible overloads. 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.

§ 7 Data protection and security

- 7.1 Trovarit AG is entitled to store the data of registered providers for the purpose of secure and economical operation of the platform and to forward it to third parties within the scope of the intended operation of IT-Matchmaker® if it obliges these third parties to comply with data protection regulations. Furthermore, Trovarit is entitled to publish the data in the form of qualifying market overviews and in condensed or anonymized form.
- 7.2 By registering with IT-Matchmaker®, the software provider agrees that the company and contact details provided during registration with IT-Matchmaker® may be stored by Trovarit AG and used for direct marketing and market research purposes. Furthermore, the software provider agrees that its data may be made

available to all companies affiliated with Trovarit AG for the purpose of direct marketing and market research.

- 7.3 The software provider may revoke its consent to the use of its data for the purposes of Trovarit's own direct marketing and market research, as well as the transfer of data to affiliated companies for the purposes of direct marketing and market research, at any time with future effect, e.g. by sending an email to adressen@trovarit.com.
- 7.4 The provider is aware that data security on the Internet cannot be guaranteed according to the current state of technology. They agree that Trovarit AG may send emails unencrypted, even if they contain personal data.
- 7.5 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, compliance with the principles for the processing of personal data (Chapter II, Articles 5–11 EU GDPR) and 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). 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.
- 7.6 The provider is solely responsible for ensuring the security of the data provided. Trovarit shall not be liable in any way for the deletion or loss of data if the loss could have been prevented by the provider taking appropriate data security measures.

§ 8 Liability/Indemnification

- 8.1 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.

§ 9 Final provisions

- 9.1 German law applies exclusively to the order, its execution, and any claims arising therefrom.
- 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 individual provisions of these license terms are or become invalid, this shall not affect the validity of the remaining provisions.

Aachen, March 2025 | The Executive Board of Trovarit AG