

Licence Terms for the Use of IT-Matchmaker® by Vendors for the Acquisition of Leads ("IT-M.leads 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 terms of use of the IT-M.leads Licence apply to the purchase of contact data of potentially interested parties ("leads") via the IT-Matchmaker® by vendors of IT or IT services. This regulates 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 Delivery of User Data ("Leads")

- 2.1 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®.
- 2.2 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.

- 2.3 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.
- 2.4 The leads offered by Trovarit via the IT-Matchmaker® correspond to the qualification level "Sales Qualified Leads". This means that the User has confirmed to Trovarit that they are looking for a suitable IT solution and service that matches the Vendor's IT-Matchmaker® company and products profiles.
- 2.5 The leads offered by Trovarit via the IT-Matchmaker® comply with the regulations of the European General Data Protection Regulation (GDPR) in the form that the data subject has formally agreed to the transfer to and processing of his or her personal data by the Vendor for the purpose of direct marketing and sales. As ruled by the GDPR, this agreement can be revoked by the data subject at any time with effect for the future.
- 2.6 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.

§ 3 Warranty

- 3.1 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.
- 3.2 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.

§ 4 Data protection and security

- 4.1 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 tendering 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.

- 4.2 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.
- 4.3 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.

§ 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. 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.

§ 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 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