

License terms for listing IT providers and services in IT-Matchmaker® ("Placement License")

Valid from March 31, 2025

§ 1 Subject

- 1.1 Trovarit AG (hereinafter referred to as "Trovarit") 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 in the course of market research, 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 terms of use of the "placement license" apply to the listing of IT providers and IT services required for the marketing of IT providers and services via IT-Matchmaker®, the terms of use of the "placement license" apply. This regulates the contractual relationship between the user of IT-Matchmaker® and Trovarit. 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."
- 1.3 Trovarit offers various sales services for software providers. The "placement license" extends exclusively to the listing of IT providers and services in IT-Matchmaker® necessary for marketing purposes. Additional value-added services, such as the provision of leads, order placement, or the management of implementation projects (in short, "IT matchmaking"), are governed by separate user agreements. The use of these value-added services requires the conclusion of a contract based on the specific terms of use in each individual case.

§ 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 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 With the placement 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 person registered under a "user account" 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 listing required for participation in further value-added services in the course of IT matchmaking, and the resulting 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. In the event that fees are incurred with the express 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 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 provider's information, 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 obligated to inform Trovarit immediately of the departure of employees who have a user account for IT-Matchmaker®. In addition, the provider is obligated to deactivate the user accounts of departed employees immediately.
- 3.3 Data, content, criteria catalogs, and analysis results from 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. If there are doubts about the intended use of IT-Matchmaker®, Trovarit reserves the right to block the provider account and the provider or system profile. In the event of non-contractual use of content, catalogs, data, and search results from IT-Matchmaker®, Trovarit also reserves the right to claim damages.

§ 4 Warranty

- 4.1 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.

- 4.2 Trovarit does not guarantee that IT-Matchmaker® will be available without interruption or disruption. Furthermore, Trovarit does not assume any liability for technical errors and possible overloads of IT-Matchmaker®. 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.

§ 5 Data protection and security

- 5.1 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. In addition, Trovarit is entitled to publish the data in the form of qualifying market overviews and in condensed or anonymized form.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.

- 5.6 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.

§ 6 Liability/Indemnification

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.

§ 7 Final provisions

- 7.1 German law applies exclusively to the order, its execution, and any resulting claims.
- 7.2 The place of performance and jurisdiction is the registered office of Trovarit AG.
- 7.3 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