

License terms for the use of IT-Matchmaker® by providers for participation in tenders within the framework of IT-Matchmaker.*professional* ("IT-M.pro license")

Valid from June 15, 2024

§ 1 Subject

- 1.1 Trovarit AG operates the Internet-based evaluation, selection, and tender 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. Participation in tenders within the framework of IT-Matchmaker.*professional* by providers of IT or IT services is subject to the terms of use of the IT-M.pro license. 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 or are looking for IT or purely IT-related 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 IT-M.pro license extends exclusively to participation in tenders within the framework of IT-Matchmaker.*professional* by IT providers. Other value-added services, such as the provision of customer contacts (leads) or the management of implementation projects, 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 IT-Matchmaker.*professional* – Participation in tenders for software projects

- 2.1 With "IT-Matchmaker®.*professional*," users can create a requirements profile for an IT solution or service, compile a list of providers, put an IT project out to tender, and evaluate the providers participating in the tender and their proposed solutions.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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 protection fee for participation 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

2.5.1 The protection 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.

2.5.2 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).

2.5.3 The basis for calculating the contract 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 generated by 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 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 scope of the project advertised, whereby this scope 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.

2.5.4 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 contract 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 shall be 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.

2.5.5 "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.

2.5.6 "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 unless the client can exercise the right of withdrawal without giving reasons ("unqualified

right of withdrawal"). If the client has an unqualified right of withdrawal, the order shall be deemed to have been placed as soon as this right of withdrawal has expired.

2.5.7 "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 immediately:

- ▶ 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 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.

§ 3 Warranty

3.1 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.

3.2 Trovarit does not guarantee that IT-Matchmaker® will be available without interruption or disruption. Furthermore, Trovarit does not guarantee that IT-Matchmaker^(*) 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.

§ 4 Data protection and security

- 4.1 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.
- 4.2 The provider is aware that data security on the Internet cannot be guaranteed according to the current state of technology. By using , they agree that Trovarit AG may send emails unencrypted, even if they contain personal data.
- 4.3 It is the sole responsibility of the provider to ensure the security of the data provided. Trovarit accepts no liability in connection with the deletion or loss of data if the loss could have been avoided by the provider taking appropriate data security measures.

§ 5 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.

§ 6 Final provisions

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

Aachen, June 2024 | The Executive Board of Trovarit AG