

General Terms and Conditions of Trovarit AG for Software Users for the Use of IT-Matchmaker® within the Scope of the IT-Matchmaker.*smartRFI* License.

Valid from June 16, 2026

§ 1 Subject

- 1.1 Trovarit AG operates the IT-Matchmaker® online portal, which 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 acquiring customers, efficiently processing tenders, and managing implementation projects. The following terms of use, which govern the contractual relationship between the licensee and Trovarit AG, apply to the use of IT-Matchmaker® by users of IT or IT services within the scope of the "smartRFI" license. Unless already confirmed in writing in advance, these terms are accepted upon registration for IT-Matchmaker®.
- 1.2 Trovarit distinguishes between the following types of licensees who use IT-Matchmaker®: "Users" are companies that use IT or 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 IT-Matchmaker.*smartRFI* provides users with information on IT solutions and providers so that they can assess their suitability for a task based on individual requirements. To this end, users formulate a search request using IT-Matchmaker®, including a description of the respective task. Trovarit uses IT-Matchmaker® to invite suitable IT providers to apply as solution partners with a proposed solution, relevant references, and an initial cost estimate. During the request for information (RFI) process, IT-Matchmaker® supports efficient and secure dialogue between users and IT providers. As a result of the RFI, the user receives a comparison of the participating IT providers based on the respective task.

§ 2 Licence Terms & User Obligations

- 2.1 The IT-Matchmaker®.*smartRFI* licence enables the user to define requirements for a sought-after IT solution, to conduct a system-supported dialogue with interested IT providers regarding the tendered task, to compare the resulting solution proposals, company profiles, references and cost estimates, and to monitor and manage the smartRFI process.
- 2.2 The software, data, content, criteria catalogues, evaluation procedures and analysis results of IT-Matchmaker® are subject to copyright protection. Use, reproduction or disclosure by the registered user is permitted exclusively for internal company use within the scope of a valid IT Matchmaker licence and the procurement project being carried out by the user, which is the reason for using the IT Matchmaker®. The user is prohibited from disclosing data, content, criteria catalogues and analysis results from the IT-Matchmaker® to third parties or publishing them, unless this is done directly via the IT-Matchmaker®. In the event of a breach, Trovarit reserves the right to claim appropriate remuneration and/or damages.

§ 3 Usage fees

- 3.1 When using the IT-Matchmaker® under the IT-Matchmaker®.*smartRFI* licence, a distinction is made between two remuneration models, between which the user is free to choose:
- 3.2 Free use: With this option, the participating IT providers cover the costs of the process by paying a participation fee.
- 3.3 Licence fee: Under this option, the user bears the costs of the process by paying a licence fee. In this case, participating providers incur no costs for taking part in the smartRFI process. The amount of the licence fee is based on Trovarit's current user price list at the time of registration.
- 3.4 If Trovarit grants a registered user access to the IT-Matchmaker®, the user revocably authorises Trovarit to correct or supplement any incorrect or missing information in the registration form and in the search profile, provided this is necessary for the proper use of the IT-Matchmaker®.

§ 4 Services provided by Trovarit/Limited warranty

- 4.1 With IT-Matchmaker^(®) Trovarit merely offers Internet users a tool for the rough evaluation of IT solutions and providers. Trovarit is not involved in any contracts concluded between users and providers. 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

description, characteristics, prices, and availability of the information, products (software solutions), and services offered by providers via IT-Matchmaker®. Furthermore, Trovarit does not assume any warranty or guarantee for the accuracy of the information provided by providers and in IT-Matchmaker® regarding products (software solutions) and services.

- 4.2 Trovarit AG does not guarantee that IT-Matchmaker® will be available without interruption or disruption. Trovarit AG also does not accept any liability for technical errors or possible overloads of IT-Matchmaker®. Trovarit AG 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. Trovarit AG will give appropriate notice of such measures. Details on the availability and troubleshooting of IT-Matchmaker® are governed by the Service Level Agreement (SLA) (see: www.trovarit.com/preise-lizenzen/).
- 4.3 The IT-Matchmaker® software is operated on the IT systems of Trovarit AG or its IT service providers. The software is accessed via the Internet. Trovarit AG uses appropriate security technologies (e.g., encryption, password protection, and firewall protection) when providing IT-Matchmaker® services.
- 4.4 User data is backed up once a day by Trovarit AG. In the event of a system failure, the stored data is restored within 24 hours (working day).
- 4.5 It is the sole responsibility of the user to ensure that the data transmitted to them is backed up. Trovarit accepts no liability in connection with the deletion or loss of data if the loss could have been avoided by the user taking appropriate data backup measures.

§ 5 Data protection and security

In accordance with Article 13 of the EU General Data Protection Regulation (EU GDPR), Trovarit hereby informs of IT-Matchmaker® about the processing of personal data when using IT-Matchmaker® within the scope of the "IT-Matchmaker.*smartRFI*" license.

5.1 Purposes of processing

IT-Matchmaker.*smartRFI* allows users to analyze the market for standard software based on an individual task. For this purpose, a user commissions Trovarit AG to search for suitable IT providers using IT-Matchmaker.*smartRFI*. Trovarit sets up an account for the user so that a user can carry out a smartRFI process as a representative of the user.

5.1.1 IT-Matchmaker® account management

To set up and manage this account, Trovarit processes the user's first and last name, as well as their professional contact and communication data (company name, postal address, telephone number, email address) in

accordance with Article 6(1)(b) of the EU GDPR for the purpose of fulfilling the contract.

5.1.2 Direct marketing

In order to provide the user with relevant information about interesting products from its own range, Trovarit processes the user's first and last name, the name and address of the company, and the user's professional email address with their consent until revoked in accordance with Article 6(1)(a) of the EU GDPR.

5.1.3 Disclosure to IT Providers in the Context of the smartRFI Process

IT-Matchmaker®.smartRFI enables User Companies to compile RFI documents via the platform, select suitable IT Providers as recipients and conduct the smartRFI process via the platform. The transmission of the RFI documents to the IT Providers selected by the User is an integral part of the smartRFI process.

In the context of the smartRFI process, Trovarit transmits the RFI documents provided by the User via IT-Matchmaker®.smartRFI to those IT Providers that have been selected by the User as recipients of the RFI. To the extent that the RFI documents contain personal data, such processing is carried out for the purpose of conducting the smartRFI process initiated by the User Company.

If a selected IT Provider submits a response, an offer, a cost indication or any other feedback on the RFI via the platform, the following business contact details will be displayed to that IT Provider for the purpose of correctly addressing and assigning the response: the User's first and last name, the User's business email address, and the name and address of the company represented by the User.

The processing and disclosure of the User's business contact details is carried out on the basis of Article 6(1)(f) GDPR. The legitimate interests of Trovarit, the User Company represented by the User and the participating IT Providers consist in conducting the smartRFI process initiated by the User Company, enabling the selected IT Providers to process the request, and correctly assigning and addressing responses, offers and other feedback.

5.1.4 Purpose limitation and obligations of IT providers

IT providers participating in the smartRFI process may only use the RFI documents and business contact details provided to them for the purpose of reviewing, processing and responding to the relevant smartRFI process, as well as for business communications with the user directly related thereto. Use for any other purposes, in particular for general marketing, disclosure to third parties or use outside the scope of the relevant smartRFI process, is prohibited unless there is a separate legal basis for such use.

All IT providers participating in a smartRFI process are contractually obliged to process the data provided in accordance with the applicable data protection regulations, in particular the EU GDPR, and to implement appropriate technical and organisational measures to protect the data.

5.2 Your rights

Under the EU GDPR and subject to the applicable statutory requirements, the User has the following rights:

- ▶ the right of access to personal data processed by Trovarit;
- ▶ the right to rectification of inaccurate personal data;
- ▶ the right to erasure of personal data;
- ▶ the right to restriction of processing;
- ▶ the right to data portability;
- ▶ the right to object to processing based on Article 6(1)(f) GDPR;
- ▶ the right to withdraw consent with effect for the future, where processing is based on consent; and
- ▶ the right to lodge a complaint with a competent data protection supervisory authority. Complaint to the data protection authority. The supervisory authority of your place of residence is responsible.

To exercise these rights, the User may send an email to:
[:datenschutz@trovarit.com](mailto:datenschutz@trovarit.com).

In case of any questions, the User may contact Trovarit AG's Data Protection Officer at the same email address: datenschutz@trovarit.com.

Further information on data security and data protection at Trovarit AG is also available at: <https://www.trovarit.com/datenschutzerklaerung/>.

§ 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.

§ 7 Final provisions

7.1 German law applies exclusively to the order, its execution, and any claims arising therefrom.

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

7.3 Provisions of these General Terms and Conditions may only be waived by express written agreement with Trovarit AG. Should individual provisions of

these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.

Aachen, June 16, 2026 | The Executive Board of Trovarit AG