

License Terms of Trovarit AG for a Personal User Account on IT-Matchmaker® ("User Account License")

Valid from April 15, 2021

§ 1 Subject

- 1.1 Trovarit AG operates the IT-Matchmaker® online portal, which supports IT user companies in defining requirements, analysing IT and IT-related services, and managing IT tenders and IT projects. At the same time, IT-Matchmaker® supports providers of IT solutions and IT-related services in generating customer contacts, efficiently processing tenders, and managing implementation projects.

These license terms govern the contractual relationship between the user of IT-Matchmaker® and Trovarit AG and apply to the use of IT-Matchmaker® within the framework of a personal user account. These license terms are accepted upon registration for IT-Matchmaker®.

- 1.2 These license terms apply to all IT-Matchmaker license products (e.g. IT-Matchmaker®.*professional*, IT-Matchmaker®.*portal*) as well as to any online portals individually offered, customised and provided to customers on the basis of IT-Matchmaker® tools and templates.
- 1.3 The present license terms govern use of the IT-Matchmaker® online portal via a personal user account. Creation of a user account requires that a company has licensed IT-Matchmaker® and therefore maintains a company account. This company is hereinafter referred to as the licensee. The company license agreement governs the scope of services, the term of use and the license fees for IT-Matchmaker®. The provisions of the company license agreement define and limit the rights and obligations arising from the conclusion of a User Account License.

§ 2 Registration/Activation

- 2.1 Each user must register for a personal user account prior to using IT-Matchmaker®.
- 2.2 Users warrant that all data provided during registration is true and complete. Users must notify Trovarit AG without undue delay of any changes to their registration data. The use of pseudonyms or stage names is not permitted.
- 2.3 Users must not disclose their personal access credentials for IT-Matchmaker® to third parties.

- 2.4 Unless otherwise agreed in a separate license and usage agreement, by completing the registration process the user submits an offer to conclude a contract for use of IT-Matchmaker®. Trovarit AG accepts this offer by activating the user account. Upon activation, the contract between the user and Trovarit AG is concluded.
- 2.5 Registration for IT-Matchmaker® and activation of a user account are free of charge. Activation requires complete and truthful provision of all mandatory information requested in the registration process. Trovarit AG reserves the right to refuse activation, to block an activated user account in whole or in part, or to restrict its use if the information provided is incomplete or untrue or if there are doubts regarding proper use of IT-Matchmaker®.
- 2.6 Use of IT-Matchmaker® via a personal user account is permitted exclusively to employees of a company holding a valid company license. In addition, employees of companies or individuals acting on behalf of the licensee are permitted to use IT-Matchmaker®. Private individuals are excluded from use of IT-Matchmaker®.

§ 3 Rights of Use

- 3.1 All tools, data, content, criteria catalogues, specification templates and analysis results of IT-Matchmaker® are protected by copyright. Use, reproduction or transfer to third parties by the registered user is permitted only with a valid license and exclusively for internal company use within the scope of a project documented by the licensee in IT-Matchmaker®.

In particular, users are prohibited from transferring or publishing data, content, criteria catalogues or analysis results of IT-Matchmaker® to third parties, unless such transfer occurs directly via IT-Matchmaker® as part of its intended use. In case of doubt regarding proper use, Trovarit AG reserves the right to refuse activation of a user account, to block an existing user account in whole or in part, or to restrict its use. In the event of a breach, Trovarit AG may claim appropriate compensation and/or damages.

- 3.2 The scope of rights of use granted under a user account depends on the license and usage agreement underlying the company account to which the user account is assigned. An overview of available standard license products is provided at <https://www.it-matchmaker.com/en/about/terms-conditions/>.

§ 4 Services Provided by Trovarit AG / Limited Warranty

- 4.1 Trovarit AG does not warrant uninterrupted or error-free availability of IT-Matchmaker® and assumes no liability for technical errors or system overloads. Trovarit AG reserves the right to modify or restrict the content and scope of IT-

Matchmaker®, including system requirements, access times and usage rights, at any time with appropriate notice. Details regarding availability and incident handling are governed by the applicable Service Level Agreement (SLA).

- 4.2 IT-Matchmaker® is operated on the IT systems of Trovarit AG or its IT service providers. Access is provided via the internet. Trovarit AG applies appropriate security technologies, including encryption, password protection and firewall protection.
- 4.3 User data is backed up once daily. In the event of system failure, restoration of stored data occurs within 24 hours on working days.
- 4.4 Users are solely responsible for securing their data. Trovarit AG shall not be liable for data loss if such loss could have been avoided through appropriate backup measures by the user.
- 4.5 If the term of the license and usage agreement underlying a company account ends, usage rights of all corresponding user accounts are restricted to read-only access for a transition period of one month. During this transition period, users may export and secure their data from IT-Matchmaker®. The provisions governing use of IT-Matchmaker® data and content remain effective indefinitely. Upon expiry of the transition period, all user accounts are closed.

§ 5 Confidentiality

If users and Trovarit AG exchange confidential information in the course of cooperation, both parties undertake to maintain confidentiality vis-à-vis third parties. Business and trade secrets, processes and methods of the other party that become known in connection with use of IT-Matchmaker® or cooperation may not be used or disclosed to third parties. Information that was already publicly known at the time of disclosure is excluded from confidentiality obligations.

§ 6 Data Protection and Security

Information on processing of personal data is provided in accordance with Article 13 of the EU General Data Protection Regulation (GDPR).

6.1 Purposes of processing

IT-Matchmaker® enables companies to conduct IT projects, including process and potential analyses, IT tenders and implementation projects. For this purpose, Trovarit AG establishes a company account for the licensee, to which at least one user account is assigned.

► Account Administration

For the purpose of setting up and managing company and user accounts,

Trovarit AG processes first and last names as well as professional contact and communication data (postal address, telephone number and email address) in accordance with Article 6(1)(b) GDPR for performance of the contract.

► Direct Marketing

With user consent, Trovarit AG processes first and last names, company name and address, and professional email addresses for direct marketing purposes in accordance with Article 6(1)(a) GDPR until such consent is withdrawn.

6.2 Data Subject Rights

Under the GDPR, data subjects have the right to

- access information about the processing of their data,
- rectification or erasure,
- restriction of processing,
- objection to processing,
- data portability,
- withdrawal of consent with effect for the future,
- lodging a complaint with the competent data protection authority. A list of German data protection authorities can be found at www.bfdi.bund.de/EN/Service/Addresses/addresses-node.html

To exercise these rights, users may send an email to: datenschutz@trovarit.com.

Further information on data protection and data security at Trovarit AG is available at www.it-matchmaker.com/en/data-privacy-policy/

§ 7 Liability

Trovarit AG is liable without limitation for damages resulting from intent or gross negligence. In the event of gross negligence, liability is limited to foreseeable, contract-typical damages.

In cases of slight negligence, Trovarit AG is liable without limitation only for injury to life, body or health. For breaches of essential contractual obligations caused by slight negligence, liability is limited to foreseeable, contract-typical damages and, in aggregate, to the remuneration paid by the user under the underlying license and usage agreement. Liability for lost profits and other indirect damages is excluded.

§ 8 Severability clause

Should any of the above provisions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The contracting parties

undertake to replace the invalid provision with one that comes as close as possible to the content of the invalid provision.

§ 9 Final provisions

9.1 German law applies exclusively.

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

9.3 Deviations from these license terms require an express written agreement with Trovarit AG.

Aachen, April 15, 2021 | The Executive Board of Trovarit AG