

## Additional Terms and Conditions for On-Premises Usage

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In addition to the General Terms and Conditions of Mategra GmbH set forth in the online terms of use available at <https://www.testiny.io/terms-of-use/> ("Cloud-Usage Terms"), the following terms ("On-Premises Terms") apply specifically to any on-premises usage of "Testiny" (hereinafter referred to as "Software") provided by Mategra GmbH. It is expressly agreed that Section 2 ("Scope of Services and Downtime") of the Cloud-Usage Terms does not apply to this Agreement.

In the event of any conflict between these On-Premises Terms and the Cloud-Usage Terms, these On-Premises Terms shall prevail with respect to the on-premises usage of the Software. By installing, accessing, or using the Software on-premises, the Customer agrees to be bound by both the Cloud-Usage Terms (excluding Section 2) and these On-Premises Terms.

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### 1. General

*No extensions*

### 2. Scope of Services and Downtime

*Not applicable*

### 3. Customer's Obligations

- 3.1. The Customer is solely responsible for the installation, the operation, and the security of their on-premises deployment of the Software. This responsibility includes but is not limited to safeguarding the Software against unauthorized access, ensuring data integrity, and protecting against data breaches.
- 3.2. The Customer must implement and maintain adequate security measures to protect the Software and any associated data. Mategra GmbH is not responsible for any security breaches or lapses that occur in the Customer's environment.
- 3.3. The Customer is solely responsible for establishing and maintaining their own data backup and disaster recovery processes. It is the Customer's responsibility to ensure that their data is securely backed up and can be effectively restored in the event of a disaster or system failure.

### 4. Rights of use

- 4.1. Subject to the terms and conditions of this Agreement, Mategra GmbH hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable, time-limited, revocable, limited license to install and use the Software on the Customer's premises.
- 4.2. This license is granted solely for the Customer's internal business operations for the time period and other terms outlined in the applicable purchase order delivered in connection with this Agreement.
- 4.3. This license does not convey any rights of ownership in the Software, and all rights not expressly granted herein are reserved by Mategra GmbH. Mategra GmbH reserves the right to revoke this license at any time in accordance with the terms set forth in this Agreement.
- 4.4. The Customer is prohibited from redistributing the Software or its installer to any third parties. This includes any forms of copying, reselling, or distribution of the Software without the express written consent of Mategra GmbH. Violation of this non-redistribution clause may result in termination of the License and legal action.
- 4.5. Mategra GmbH grants the Customer the right to use up to two (2) additional instances of the Software solely for development and testing purposes. This grant allows the Customer to deploy the Software in a non-production, non-operative environment to test deployment or acceptance of the Software. It is explicitly prohibited to use these additional instances of the Software in any productive or operative capacity, including but not limited to, commercial use, data processing for business operations, or any other use that contributes directly to the business activities or revenue generation of the Customer.
- 4.6. The use of the Software under this Development and Testing License is bound by the same terms and conditions as the primary license grant, except as specifically modified herein. The Customer must ensure that these additional instances are clearly separated from their production environment and are not used for any purpose other than development and testing. Any violation of these terms may result in, but not limited to, the revocation of this development and testing license as well as the production license.
- 4.7. The Customer acknowledges that customization and integration services are not covered under the standard license and support terms of this Agreement.

### 5. Warranty, Limitation of Liability and Malfunctions

- 5.1. Mategra GmbH shall not be liable for any problems related to, but not limited to, hardware, software, network, data, data corruption, data loss or damage resulting from the installation, configuration or use of the software by the Customer.
- 5.2. The customer is solely responsible for installing, configuring, and integrating the software, including managing all associated risks and compatibility issues with their own systems and infrastructure.
- 5.3. Mategra GmbH shall not be liable for any loss, corruption, or unavailability of data arising from the Customer's failure to implement appropriate backup and disaster recovery mechanisms.
- 5.4. The customer agrees to indemnify Mategra GmbH against any claims or damages arising from misuse of the software or failure to comply with this agreement.

### 6. Data protection and Confidentiality

*No extensions*

**7. Term and Termination**

- 7.1. The license will automatically renew at the end of the term specified in the applicable purchase order, either for one year or as outlined in the said purchase order, unless notice of non-renewal is given by either party at least 30 days prior to the end of the current term.
- 7.2. The renewal will be at the current subscription price as set by Mategra GmbH. The Customer may cancel the subscription and prevent automatic renewal by notifying Mategra GmbH in writing at least 30 days before the expiration of the current term.
- 7.3. Upon expiration or revocation of the license term, the Customer must cease all use of the Software, uninstall all copies and certify the destruction of all copies.

**8. Terms of Payment**

*No extensions*

**9. Free Services**

*No extensions*

**10. Governing Law**

*No extensions*

**11. Final provisions**

*No extensions*

**12. Third party licenses**

*No extensions*

**13. Maintenance and Support**

- 13.1. Mategra GmbH will provide maintenance and support services exclusively for the Software. These services do not extend to any external tools, systems, hardware, or software used by the Customer in conjunction with the Software.
- 13.2. The Customer is responsible for ensuring that their use of external tools or systems in relation to the Software is compatible and does not interfere with the operation and functionality of the Software. Any issues arising from the use of such external tools or systems are outside the scope of Mategra GmbH's maintenance and support responsibilities.

**14. Updates and Upgrades**

- 14.1. The Customer is solely responsible for implementing new updates and upgrades in their on-premises environment.
- 14.2. The Customer acknowledges that failure to implement these updates and upgrades may result in the Software becoming obsolete, less secure, or incompatible with other systems or tools.
- 14.3. The Customer assumes full responsibility for any risks or liabilities associated with delayed or non-implementation of these updates and upgrades.

**15. Audit Rights**

- 15.1. Mategra GmbH reserves the right to conduct audits, at its discretion, to verify the Customer's compliance with the licensing terms of the Software. These audits may include, but are not limited to, reviews of software usage, number of installations, and compliance with the specified terms and conditions.
- 15.2. The Customer agrees to provide reasonable assistance and access to information necessary for Mategra GmbH to conduct these audits. Non-compliance discovered during an audit may result in additional charges or other penalties.

**16. Data Ownership and Access**

- 16.1. The Customer shall retain full ownership of all data created, stored, or processed within their on-premises environment using the Software. Mategra GmbH shall not have access to any such data stored on the Customer's premises, except when explicitly required for the purpose of providing support services or audits. In such cases, Mategra GmbH will access the data strictly within the scope necessary to deliver the required support or conduct the audit, while adhering to the highest standards of confidentiality and data protection.