

Mategra GmbH – General Terms and Conditions

Mategra GmbH
Fasanstraße 25/14
8052 Graz
Austria

BEFORE USING THIS SOFTWARE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

BY DOWNLOADING, INSTALLING, ACCESSING OR USING OUR SOFTWARE AND OUR SERVICES OR BY CLICKING ON/CHECKING THE "I AGREE" BUTTON, YOU ACKNOWLEDGE AND AGREE THAT YOU:

1. HAVE READ ALL THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT
2. UNDERSTAND ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT
3. ACCEPT AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

DO NOT DOWNLOAD, INSTALL, REGISTER, ACCESS, OR USE OUR SERVICE OR SOFTWARE IF YOU DO NOT AGREE WITH THE FOLLOWING TERMS AND CONDITIONS.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you are an employee or agent of such company or other legal entity and you have the authority to enter into this Agreement on behalf of such company or other legal entity.

1. General

1.1. Scope and Applicability

These General Terms and Conditions (hereinafter referred to as "Agreement" or "this Agreement") govern the relationship between Mategra GmbH, Fasanstraße 25/14, 8052 Graz and its affiliated entities (hereinafter referred to as "Mategra"), and the Customer (hereinafter referred to as "Customer" or "the Customer"). This Agreement shall apply to all current and future Services provided by Mategra, unless otherwise expressly agreed in writing. It shall also apply to all future business relationships between Mategra and the Customer, even if not expressly referred to again.

1.2. Definitions (Mategra)

"Mategra", "we", "us", or "our" shall hereinafter refer to Mategra GmbH, the provider of Testiny.

1.3. B2B Only

Mategra exclusively provides services to business owners and/or entrepreneurs as specified in §1 (2) KSchG (Austrian Consumer Protection Act). Consumers within the meaning of KSchG are not eligible to use Mategra's Services.

1.4. No Customer T&Cs

Standard business conditions and/or general terms and conditions of the Customer do not apply, regardless of whether or not Mategra has expressly objected to them in a particular case. Any terms and conditions of the Customer will only apply if Mategra expressly confirms this in writing.

1.5. Form Requirement / No Implied Consent

Amendments, supplements or other modifications of this Agreement must be made in writing and signed by both parties to be legally valid. Any informal statements and declarations by Mategra, also including ones by email, are not binding unless explicitly confirmed in writing. Deviations from this Agreement may only be made on a case-by-case basis. In that case they shall only apply to the specific case and not to future business relationships between Mategra and the Customer. Acts of performance or silence on the part of Mategra shall constitute no consent and thus cannot lead to acceptance of general terms and conditions of the Customer, individual agreements or modifications of this Agreement.

1.6. Amendments by Mategra

Mategra reserves the right to modify this Agreement at any time. The Customer will be informed of such cases by email at least two (2) months before the changes take effect. The Customer has the right to object to the proposed changes in writing within four (4) weeks from the date of the notification. If the Customer does not object within the specified period, the amended Agreement will be deemed accepted and become part of the contractual relationship between Mategra and the Customer. In the event of a timely objection, Mategra may terminate the affected contract(s) with a notice period of one (1) month, applying the previously valid terms until the termination becomes effective. If Mategra does not exercise this right of termination, the previous Agreement will remain applicable to the existing contract(s).

1.7. Definitions (Services, "Testiny")

Mategra provides the Customer with "Testiny", a service platform, including but not limited to a cloud system for software testing, test management, test documentation, infrastructure services, and the possibility to store data, as software-as-a-service ("SaaS"; each a "Service" and together the "Services") in the respective current app version (hereinafter referred to as "Software" or "the Software") to the extent licensed under this Agreement.

1.8. Delivery Form

Mategra provides its Software and its modules to Customers on an online platform or to be downloaded via the internet for the duration of the contract on the terms and conditions set out in this Agreement.

2. Customer's Obligations

2.1. Proper Use

The Software and the Services shall only be used by the Customer for its intended business purpose and in accordance with this Agreement and any applicable individual agreements. In particular, the Customer agrees not to misuse the Software, including but not limited to: storing or distributing unlawful content, running automated scripts on the Software user interface, violating third-party rights including copyrights etc. No external software system, data or any other technical system must be used by the Customer which could impair or interfere with the Software or other systems operated by Mategra.

2.2. Responsibility for Users

The Customer is responsible for ensuring that all users acting on its behalf (e.g. employees, contractors, or other authorized third parties) comply with this Agreement.

2.3. Liability for Violations

In case of a violation of this Agreement (and the resulting obligations) by the Customer or one of its users, the Customer is liable to Mategra for all damages resulting from the violation, especially in case of any unlawful usage of the Software or the Services offered by Mategra.

2.4. No Reverse Engineering

The Customer shall not cause, permit, or attempt the change, disassembly, decompilation, or the reverse engineering of the Software, unless (and only to the extent that) applicable law expressly and compulsorily permits it, notwithstanding this limitation. The Customer agrees not to attempt to bypass any technological protection measures in or relating to the Software or Services or separate components of the Software or Services for use on different devices.

2.5. Infrastructure

Required IT hardware and infrastructure to use the Software has to be maintained by the Customer at its own risk and expense.

2.6. Security

The Customer has to secure its login details, shall prevent unauthorized access to or use of the Software, and has to utilize appropriate technical measures to secure its system and carry out regular backups.

2.7. Account Suspension

Mategra reserves the right to temporarily or permanently disable the Customer's access to the Software in case of a violation of this Agreement or the violation of any other individual agreements, especially if the Customer is misusing the Software. Such measures, especially temporary ones, do not affect the Customer's obligations to continue the payments for the contractual usage fees. Mategra also reserves the right to charge the Customer for any costs which arise in relation with the deactivation of the Customer's account and the reasons which led to the deactivation of the Customer's account.

2.8. User Licensing

The Software is licensed on a per-user basis. Each seat is assigned to a specific, named individual. The following rules apply:

- **No Shared Use:** User accounts may not be shared between multiple individuals. The sharing of login credentials (e.g., passwords) is strictly prohibited.
- **Email Requirements:** Seats must be registered with individual, person-specific email addresses. The use of generic or shared email addresses (e.g., shared-seat@company.com) is only permitted upon prior written approval by Mategra.
- **Compliance:** Violations of this policy may result in the suspension or termination of the affected accounts or require the purchase of additional seats, whereby Mategra may decide which measures are taken.

If Mategra suffers damage as a result of the disclosure or improper use of the access data, the Customer shall be liable for this, even in cases of slight negligence. The assertion of claims for compensation against the actual perpetrators remains unaffected by this.

3. Rights of Use

3.1. Grant of Rights

Subject to the Customer's compliance with this Agreement and any applicable individual agreements between Mategra and the Customer, Mategra grants the Customer a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to install and use the Software on the Customer's premises or access it remotely (e.g., via SaaS) for the duration of the Agreement and for the Customer's internal business purposes only. The Customer may use the Software in any country in which the Software may be lawfully used.

3.2. Export Control

The Customer agrees to comply with all applicable export and re-export control laws and regulations. The Software may not be used, downloaded, or otherwise exported to countries under embargo or to restricted individuals.

3.3. Intellectual Property, Restrictions and Ownership

All intellectual property rights in and to the Software, including copyrights, trademarks, patents, trade secrets, and any other proprietary rights, remain solely with Mategra. The Customer shall not:

- reproduce, distribute, rent, lend, or sublicense the Software or any parts thereof (including documentation);
- modify, translate, adapt, or create derivative works based on the Software.

Licenses granted under this Agreement do not convey any ownership rights in the Software. All rights not expressly granted herein are reserved by Mategra. This applies equally to any tools, modifications, adaptations, extensions, individual variants, or custom developments provided to the Customer, unless expressly agreed otherwise in writing. Mategra reserves the right to revoke licenses in accordance with the terms set forth in this Agreement.

3.4. Use by Subcontractors

Providing subcontractors of the Customer with temporary access to the software, in accordance with this Agreement is allowed, provided that such access is necessary for the Customer's internal business purposes, complies with this Agreement, and does not result in commercial resale or sublicense.

3.5. Third - Party Access

Providing third parties permanent access to the software is only allowed after a written approval by Mategra.

3.6. Affiliated Companies

Mategra agrees to the use of licenses or sublicenses by companies affiliated with the Customer. Affiliated companies are companies in which the Customer directly or indirectly holds more than half of the votes or can appoint more than half of the members of the supervisory board, the management or the bodies appointed to legally represent the company or has the right to manage the company's business. This also includes companies that control the Customer and its subsidiaries, but only if the above requirements are met. Mategra must be informed in advance of any such shared use. In the event of such joint use, the direct contractual partner shall be primarily and fully liable to Mategra. In this context, this Agreement shall apply without restriction. The contractual partner agrees to inform all affiliated companies of the validity of this Agreement and to ensure they acknowledge and comply with them.

3.7. Reservation of Rights

No further rights or licenses are granted to the Customer unless expressly agreed in writing by Mategra.

3.8. Third - Party Software

In case of third-party software provided to the Customer, the manufacturer's respective license terms shall take precedence over the provisions of this section. For any third-party software used within or by software and services provided by Mategra, reference is made to the section "Third Party Licenses".

3.9. High - Risk Usage Prohibited

The Software may not be used in a hazardous environment, for military or nuclear-engineering purposes, or other applications that require fail-safe (fault-tolerant) performance, or in any other application where failure of the Software could directly result in death, injury, serious property damage, or environmental damage without the express prior written consent of Mategra. High-risk usage is therefore prohibited.

3.10. Audit Rights

Mategra reserves the right to audit the Customer's use of the Software, either directly or through a confidential third party, to confirm compliance with this Agreement and any applicable agreements between Mategra and the Customer. These audits may include, but are not limited to, reviews of software usage, number of installations, and compliance with the specified terms and conditions. Such audits shall be conducted during normal business hours and with reasonable advance notice and shall not unreasonably interfere with the Customer's business operations. Audits will generally be initiated where Mategra has a reasonable basis to believe that the Customer may be in breach of this Agreement, including but not limited to unauthorized use, excessive or unusual activity, sublicensing, or other misuse of the Software. In addition, Mategra may, from time to time, conduct audits on a limited sampling basis across its customer base. Any such audit shall be reasonable in scope and not carried out arbitrarily. For the avoidance of doubt, this advance notice requirement does not apply to the collection, querying, and analysis of usage data in connection with the cloud-based use of the Software.

3.11. Assistance in Audits

The Customer agrees to provide reasonable assistance and access to information necessary for Mategra to conduct audits. This includes, without limitation, cooperation in scheduling, granting timely access to relevant systems, records, and personnel, and refraining from obstructing or delaying the audit process. Non-compliance discovered during an audit, including but not limited to violations of this Agreement or any other applicable agreements, or failure by the Customer to reasonably cooperate with or facilitate the audit, may result in additional charges, suspension of access to the Software, or other remedies available under contract or law. For the cloud-based use of the Software, Mategra may collect, query, and analyze any type of technical and operational usage data (not Customer Content) related to the service only to the extent necessary and proportionate at any time without prior notice to the Customer (including, without limitation, license and seat usage, number of users, feature and API usage, session and log data, storage and traffic consumption, and adherence to quota limits) to verify compliance, ensure security and operability, prevent misuse, and for billing purposes, in accordance with applicable law and the Data Processing Agreement. Such data will be retained only as long as necessary for these purposes.

3.12. Customization and Integration

The Customer acknowledges that customization and integration services are not covered under the standard license and support terms of this Agreement.

4. Warranty, Limitation of Liability and Malfunctions

4.1. General Disclaimer

Mategra shall not be liable for any direct or indirect damages, including but not limited to device damage, system failure, data loss, loss of profits, or business interruption, arising from malfunctions of the Software or its use, unless caused by

willful misconduct or gross negligence by Mategra. This applies in particular to malfunctions caused by the Customer's internet connection, hardware, third-party systems, or by improper installation or configuration in the case of On-Premises deployments. All use of the Software in such environments is at the Customer's sole risk.

4.2. Limitation of Liability

Mategra shall only be liable for damages caused by willful intent or gross negligence. Any further liability – especially for slight negligence, indirect damages, loss of data, loss of profit, loss of savings or third-party claims – is expressly excluded to the extent permitted by law. In case of a damage-causing event, Mategra's total liability – regardless of the number of customers affected and regardless of the legal basis – is limited as follows:

- **Per incident:** a maximum of 5% of the net annual turnover generated for Mategra by the Customer immediately prior to the damaging event.
- **Per contract year:** a maximum of 50% of the net annual turnover generated for Mategra by the Customer immediately prior to the loss event.

This limitation shall not apply in the event of willful intent or gross negligence by Mategra or in the event of personal injury. The damage to be compensated by Mategra shall in any case be limited to the positive damage and therefore does not include compensation for loss of profit. Claims by third parties are excluded in any case.

4.3. Data Loss and Impairments

Mategra does not assume any kind of liability for any data loss or other impairments which can arise, especially due to impairments of the Customer's internet connection during synchronization processes or resulting from the Customer's own technical issues.

4.4. Improper Usage

Mategra does not assume any liability for any kind of damages and defects that occur due to improper usage, insufficient system requirements, modified system settings, modified operating system components, interfaces and parameters, unsuitable organizational measures or application errors, or any disruptions in any public communication networks.

4.5. Malfunctions and Error Reporting

In case of the unlikely event of any malfunction or service disruption, the Customer will inform Mategra immediately, if applicable with a comprehensible description of the error, to assist Mategra in identifying the underlying issue. The Customer agrees to assist Mategra free of charge to amend any errors. Mategra reserves the right to prioritize and refuse any kind of bug fix, feature, system improvement, etc. at its own discretion. The correction of any errors, service disruptions or malfunctions requires in any case that the Customer has fully met its payment obligations.

4.6. Force Majeure

As far as and as long as obligations due to force majeure, such as war, terrorism, natural disasters, fire, strike, lockout, embargo, sovereign intervention, epidemics or pandemics, failure of power supply, failure of means of transport, failure of telecommunication networks or data lines, cloud provider outages, changes in law affecting the Software after conclusion of the contract or other unavailability of the Software cannot be fulfilled in due time or in due form, this shall not constitute a breach of contract and the Customer shall not have any claims against Mategra resulting therefrom.

4.7. Assertion of Claims

All claims against Mategra, irrespective of their legal basis, must be asserted in writing within six (6) months of the date on which the Customer became aware or could have become aware of the event giving rise to the claim. Otherwise the claims shall be deemed forfeited. Together with the assertion of the claims, the Customer undertakes to provide Mategra with all relevant documents for the examination of an alleged claim as soon as possible.

4.8. Burden of Proof

The Customer shall bear the full obligation of proof for all claims against Mategra, in particular with regard to alleged breaches of contract, claims for damages or breaches of data protection.

4.9. Customer Negligence

Mategra shall not be liable for damages caused by gross or slight negligence by the Customer, in particular in the event of improper use, inadequate security measures or breaches of contractual obligations caused by the Customer or third parties commissioned or authorized by the Customer. This also expressly includes cases of slight negligence in connection with breaches of data protection or improper processing of personal data by the Customer.

4.10. Third-Party Claims

Mategra shall not be liable for any third-party claims especially arising from the use or application of the Service by the Customer. The Customer indemnifies Mategra from all claims of third parties arising from any kind of use of the Service, unless Mategra itself has caused these claims through intentional or grossly negligent behavior.

4.11. Trial Usage and Subsequent Acceptance

The Customer acknowledges that it has been granted the opportunity to test and evaluate the Software and the related services extensively and free of charge during the trial period made available by Mategra. By subsequently entering into a paid subscription or otherwise continuing to use the Software after the expiration of the trial period, the Customer expressly accepts the Software and the related services in their entirety. It shall not be to the detriment of Mategra that the Customer has failed to make use of, or has only insufficiently made use of, the trial period. Any warranty claims, remedies, or objections based on circumstances that could reasonably have been identified during the trial period are hereby excluded to the maximum extent permitted by law.

5. Data Protection and Confidentiality

5.1. Data Processing

Mategra processes and uses customer data in accordance with the applicable (data protection) law(s). Further information is available under the Mategra privacy policy: <https://www.testiny.io/privacy-policy>

5.2. Data Processing Agreement

If Mategra processes personal data controlled by the Customer and in the absence of an individual agreement, the following data processing agreement applies: <https://www.testiny.io/files/data-processing-agreement.pdf>

5.3. Customer's Responsibility

Mategra acts merely as a data processor. The Customer, as the user of the Software, is also responsible for data protection and for compliance with the provisions of the General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (Datenschutzgesetz), insofar as these apply to the specific contractual relationship. When processing personal data within the Software (including entering, storing, transferring, etc.), the Customer ensures that it is entitled to do so in accordance with the applicable data protection regulations.

5.4. Confidential Information

Mategra and the Customer mutually agree to treat all business and trade secrets of the other party as confidential, whether they are obtained in connection with this contract, its execution as such or in any other manner, and to prevent disclosure of or unauthorized access to the Software by a third party. Confidential Information does not include any information that is already generally known, was already known to the recipient without an obligation of secrecy, was communicated or provided to the recipient by a third party without an obligation of secrecy, was independently developed by the recipient, or must be disclosed due to a legally binding official or judicial decision. The provisions of this section shall continue for an unlimited period of time after the end of the contractual relationship for any reason.

5.5. Subcontractors

If Mategra utilizes subcontractors for the fulfillment of its services under this contract, such subcontractors are not considered as third parties as long as they are subject to an equivalent confidentiality agreement.

5.6. Sensitive Data

The Customer agrees to refrain from uploading any sensitive data or data requiring special protection within the meaning of the GDPR to the Software. This includes, among other things:

- Health data (e.g. diagnoses, medical records)
- Biometric or genetic data
- Data on ethnic origin, political opinions, religious beliefs or trade union membership
- Financial or payment data (e.g. credit card numbers, account numbers)
- Other data that is considered particularly worthy of protection under the GDPR

As the Software is a test management tool, only test data shall be uploaded. Should the Customer nevertheless save or process productive data in the Software, this is done entirely at its own risk. Mategra expressly assumes no liability for damages resulting from unauthorized storage and/or use or other implementation of sensitive data or productive data by the Customer or third parties authorized by the Customer in the Software.

6. Term and Termination

6.1. Commencement and Duration

This Agreement takes effect upon the Customer's use of any portion of the Software or Services offered by Mategra, runs for an indefinite time and will remain in effect until terminated by one of the parties.

6.2. Ordinary Termination

The Customer as well as Mategra can terminate the contract at the end of every subscription period (12 months in case of a yearly subscription plan, one month in case of a monthly subscription plan) by giving a 30 days' notice to the end of each month. The license or subscription will automatically renew at the end of the applicable term for the same duration, at the then-current subscription or license price set by Mategra, unless either party provides notice of termination in accordance with the aforementioned notice period. Unless otherwise agreed upon, no explicit confirmation by the Customer is required for renewal.

6.3. Form of Termination

The termination can be issued in writing by an authorized person or – when using the Mategra cloud offering – also via the Software through a user account with administrative privileges granted by the Customer.

6.4. Extraordinary Termination

The rights for each party to terminate this Agreement for good cause, i.e. for a material reason which makes it unreasonable to expect the terminating party to continue the Agreement, remain unaffected. A good cause for Mategra for extraordinary termination of this Agreement shall include, but is not limited to, the following:

- Any kind of serious breach of the obligations by the Customer arising from this Agreement or any other agreements between Mategra and the Customer;
- The Customer's default on payment for more than thirty (30) days; granting any kind of grace period is not required;

- The Customer provides false or incomplete information;
- Any kind of attempt of a denial-of-service attack, or any kind of attempt to hack or break whatever security mechanism on any of the Services by the Customer;
- Any kind of reasonable suspicion that the Software or Service is being misused;

6.5. Effects of Termination

In the event of the termination of this Agreement, any rights to use the Software or Services offered by Mategra shall expire immediately and the Customer shall cease to use any Software or Services offered by Mategra.

6.6. Downgrade and Deletion

The day after the subscription or trial period ends, the Customer's account will automatically be downgraded to the Free Plan. Mategra reserves the right, at its sole discretion, to deactivate the account instead. When using the Mategra cloud offering, Mategra also reserves the right to schedule the Customer's account, including all data stored within the Software, for automated deletion after inactivity of the Customer's account in the Free Plan for more than a month, or after the expiration of the contract, the subscription, or the trial.

6.7. Customer Data Backup

The Customer is solely responsible for performing a timely data backup before the subscription ends. Mategra reserves the right to charge the Customer for any kind of efforts to restore or provide data from a terminated subscription.

6.8. End of License Term

Upon expiration or revocation of the license term, the Customer must cease all use of the Software, uninstall all copies, and, upon request, certify the destruction of all copies.

6.9. Refunds

All fees paid by the Customer are non-refundable. Notwithstanding the foregoing, Mategra may, at its discretion, grant a partial refund of fees already paid, proportionate to the remaining contractual period or the specific circumstances, in particular where the Agreement ends for reasons not attributable to the Customer. The Customer acknowledges that there is no general entitlement to a refund.

7. Terms of Payment

7.1. Compensation

The compensation of the paid Services offered by Mategra is calculated per month in case of a monthly subscription or per year in case of a yearly subscription. The currently applicable prices are available in the price list of Mategra or on the Software's website (<https://www.testiny.io/pricing>). The compensation is generally charged in advance for the accounting period in question.

7.2. Taxes

Unless explicitly stated otherwise, all prices are exclusive of the currently applicable value-added tax (VAT) and any other public duties. A cash discount is not provided or granted.

7.3. Price Adjustment

The fees for the use of the Software are subject to value protection and Mategra reserves the right to adjust the agreed prices annually based on the development of the Austrian Consumer Price Index (Verbraucherpreisindex, VPI 2020) published by Statistik Austria or a comparable successor index. The price adjustment will be calculated as the percentage change of the Index for the previous calendar year compared to the year before. Such price adjustments shall take effect automatically and are binding even if the Customer objects to the adjusted prices and does not grant a special right of termination. The extraordinary right of termination in the event of price increases beyond price adjustments for value protection remains unaffected by this. A price reduction due to a negative index development is excluded. Mategra will inform the Customer in writing or by email at least 30 days prior to the effective date of the new prices.

7.4. Payment Processing

When placing orders via Mategra's or the Software's website, or directly within the Software, payment claims are due in accordance with the conditions of the payment provider Stripe (<https://www.stripe.com/>) unless stated otherwise.

7.5. Bank Charges

Any kind of bank charges and other expenses associated with the transfer shall be borne by the Customer.

7.6. Invoice Acceptance

If no objection is raised in writing within 3 months after an invoice was issued, the invoice is considered accepted.

7.7. Late Payments

In case of late payments, Mategra reserves the right to charge interest on the outstanding amount at the rate of 10% p.a. to the Customer, plus reasonable reminder fees. Necessary and appropriate costs arising from the intervention of attorneys and collection agencies shall be borne by the Customer. Payments made by the Customer shall first be credited against any expenses or interest on arrears incurred, and subsequently against the oldest debt.

7.8. Suspension for Non - Payment

In the event of late or non-payment, Mategra reserves the right to temporarily block access to the service or downgrade the affected account to the Free Plan until all outstanding amounts have been settled. This also applies without prior notice. Further legal claims remain unaffected. In any case, late payment is a reason that justifies immediate termination of this

Agreement by Mategra for good cause. The Customer's payment obligation shall continue to apply even during the suspension period.

7.9. Set-Off Exclusion

The contractual partner is not entitled to offset Mategra's claims with its own claims of the same or a different nature; this does not apply to counterclaims that have been expressly recognized by Mategra in writing or established by a final court ruling. The Customer shall not be entitled to withhold payments due to any claims or defects.

7.10. Discounts

Any discounts, coupons, promotional prices, or other price incentives shown on the Testiny website or within the Software apply only to self-service purchases completed directly in the Testiny app using the payment methods offered there. They do not apply to orders with individually negotiated commercial terms, manual invoicing or purchase orders, or custom quotes, unless expressly agreed in writing by Mategra in the respective individual agreement. No entitlement to any discount exists; discounts are discretionary, non-transferable, not cumulative unless explicitly stated, and may be modified or withdrawn by Mategra until payment is completed.

7.11. Processing Fees

Mategra reserves the right to charge an additional processing fee for non-standard services and administrative expenses. This includes, but is not limited to:

- Completion of customized questionnaires, vendor application forms, etc.
- Review or negotiation of client-specific terms and conditions
- Legal or compliance checks required by the client
- Customer-specific invoice formats or billing portals (e.g. supplier registration systems)
- Manual contract signing procedures
- Customer-specific documentation or onboarding requirements

These additional fees will be communicated in advance and invoiced separately, unless otherwise agreed in writing.

8. Maintenance and Support

8.1. Scope

Mategra 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.

8.2. Customer Responsibility

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's maintenance and support responsibilities.

8.3. Ongoing Development

Mategra reserves the right to perform ongoing development and modify the Software as well as specifications of the Software at any time (e.g., applying newer technologies, toolstack changes, etc.). Such adjustments, changes and updates of the Software help to improve the software, or avoid, or maintain dysfunctions of the Software.

8.4. Support Policy (Fair Use)

Mategra provides all users with comprehensive self-help resources to enable efficient and autonomous use of the product. Support is provided on the basis of a fair use principle and under the following conditions:

- **Self-help before direct support:** Before contacting support for the Software, the Customer agrees to use the resources provided beforehand:
 - the official documentation at <https://www.testiny.io/docs>
 - the public community forum at <https://www.testiny.io/forum>
- **Principle of fair use:** The use of support is generally intended to be fair and responsible. Inquiries about unclear issues or suspected errors (e.g., bugs) are of course permitted. In all other cases, customers are expected to first search for solutions independently using the available resources.
- **Measures in the event of excessive use of support:** In the event of repeated or recognizably abusive use of support without prior use of the self-help services provided, Mategra reserves the right to invoice the support costs separately. Billing is based on time spent in 10-minute blocks on the basis of the applicable hourly rate. The applicable hourly rate corresponds to the prevailing rates applied by Mategra, as amended from time to time at Mategra's sole discretion.

This policy serves primarily to maintain efficient support for all customers and to enable us to offer a high-quality product at cost-effective conditions.

8.5. Notification of Updates

Mategra will publish information about new versions, updates, upgrades, and changes to the Software through defined release channels (currently: the company website, the official documentation, the support forum, and in-app notifications). The Customer is responsible for regularly monitoring these channels or subscribing to the available notification options. Mategra shall not be liable for any damages arising from the Customer's failure to implement or take note of updates that have been duly announced.

9. Server / On-Premises / Self-Hosting Specific Terms

9.1. Customer Obligations

9.1.1. Installation and Operation

The Customer is solely responsible for the installation, configuration, integration, operation, and security of their on-premises deployment of the Software. This includes, but is not limited to, safeguarding the Software against unauthorized access, ensuring data integrity, protecting against data breaches, and managing all risks and compatibility issues related to the integration of the Software with the Customer's systems and infrastructure.

9.1.2. Security

The Customer must implement and maintain adequate security measures to protect the Software and any associated data. Mategra is not responsible for any security breaches or lapses that occur in the Customer's environment.

9.1.3. Data Backup

The Customer is solely responsible for establishing and maintaining their own data backup and disaster recovery processes. This includes ensuring that data is securely backed up and can be effectively restored in the event of a disaster or system failure. Mategra shall not be liable for any loss, corruption, or unavailability of data resulting from the Customer's failure to implement such mechanisms.

9.2. Rights of Use

9.2.1. License Term

A license is granted for a limited period of time as specified in the purchase process.

9.2.2. Redistribution Prohibition

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. Violation of this non-redistribution clause may result in termination of the license and legal action.

9.2.3. Development and Testing Instances

Mategra 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.

9.2.4. Conditions for Development and Testing Instances

The Development and Testing License is subject to the same terms and conditions as the primary license grant, except as specifically modified herein. The Customer must ensure that the additional instances are clearly separated from the production environment. Any violation of these terms may result in, but not be limited to, the revocation of this development and testing license as well as the production license.

9.3. Updates and Upgrades

9.3.1. Customer Responsibility

Mategra will inform the Customer about new versions, updates, or upgrades and will provide support resources and self-service documentation as outlined in the section "Maintenance and Support". The Customer acknowledges and agrees that it is solely responsible for implementing such updates and upgrades in its on-premises environment.

9.3.2. Risks of Non-Implementation

The Customer acknowledges that failure to implement these updates and upgrades may result in the Software becoming obsolete, no longer usable, less secure, or incompatible with other systems or tools.

9.3.3. Responsibility and Liability for Non-Implementation

The Customer assumes full responsibility for any risks or liabilities associated with delayed or non-implementation of these updates and upgrades.

9.3.4. Support Policy

Mategra provides support only for the latest version labeled as "stable". Mategra assumes no liability or responsibility for any errors, security vulnerabilities, incompatibilities, or other problems that may occur when using versions other than the current stable version. The use of other, older, or non-stable versions is at the Customer's own risk. The Customer agrees to carry out all necessary upgrades independently and without delay.

9.4. Data Ownership and Access

9.4.1. Ownership

The Customer shall retain full ownership of all data created, stored, or processed within their on-premises environment using the Software.

9.4.2. Access Rights

Mategra 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 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.

10. Cloud Specific Terms

10.1. Warranty, Limitation of Liability and Malfunctions

10.1.1. Disclaimer

Mategra takes no warranty or liability that the Software is permanently available and that it is free from errors and bugs. The Customer explicitly acknowledges this and that it is impossible to completely exclude and eliminate all errors and bugs from the Software.

10.1.2. Remedies

For individual cases where liability cannot be effectively excluded, improvement shall take precedence over any price reduction or termination of the subscription/contract.

10.2. Scope of Services and Downtime

10.2.1. Service Provision

The Software is provided to the Customer by Mategra with reasonable best efforts. Mategra will perform reasonable economic efforts to ensure that the availability of the Software is as uninterrupted as possible.

10.2.2. Maintenance

Maintenance works may lead to temporary service degradations or suspensions. Mategra will try to limit downtime of the service or restrictions of accessibility to a minimum and will try to schedule regular maintenance during weekends or times of minimal user activity. In case of planned maintenance exceeding two hours and significantly impairing operations, Mategra will inform the Customer in a timely manner. The Customer benefits from such maintenance and improvements and therefore acknowledges potential downtimes.

10.2.3. Trial Usage

The Customer has the option to use the Software free of charge for a trial period, the duration of which is specified on the website or within the application at the time of sign-up. During or after the trial period, the Customer may independently choose to upgrade to a paid subscription plan. If the Customer does not switch to a paid plan before the trial ends, the account will be handled according to the provisions in the section "Term and Termination".

10.2.4. Third-Party Responsibility

Mategra is solely responsible for providing its own services. In case of any Software malfunctions caused by third-party intervention or the Customer, the Customer may not raise any claims against Mategra. The Customer acknowledges that the Service relies on a functioning internet infrastructure. End devices and the internet connection are not covered by Mategra's service.

11. Free Services

11.1. General Disclaimer

For any Services or Software offered by Mategra free of charge ("Free Services"), the following shall apply in derogation of section "Warranty, Limitation of Liability and Malfunctions" hereunder: The Software or Services are provided "as is" and "as available" with all faults and without warranty of any kind; and the entire risk as to satisfactory quality, accuracy, and effort is with the Customer.

11.2. Warranty Exclusion

All warranties or conditions, express or implied, regarding the Software, including without limitation any warranties of merchantability, fitness for a particular purpose, non-infringement, title, availability, non-interference with Customer's quiet enjoyment, that the Software will meet Customer's requirements, are able to operate on an uninterrupted basis, secure and non-infringement of third-party rights, are hereby expressly disclaimed.

11.3. Service Availability

Without limiting the foregoing Mategra does not warrant uninterrupted or error-free operation of the Software. Furthermore, the Customer acknowledges that Mategra shall not be responsible for and does not control the third-party provider servers. The Customer understands and acknowledges that neither Mategra nor the third-party provider shall be responsible for any data, information or other material placed on such servers.

11.4. Customer Responsibility

Neither Mategra nor the third-party provider are responsible for any loss of data or harm done to the Customer's hardware, systems or other equipment arising out of or relating to the Customer's use of the Software. The Customer understands and agrees that use of the Software is at the Customer's own risk and discretion.

12. Governing Law

12.1. Applicable Law

The applicable law is Austrian law, even if the order is implemented abroad. Insofar as nothing else is agreed on, only the legal provisions regarding business-to-business transactions according to Austrian law shall apply. Austrian Law shall apply to the exclusion of its conflict of law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods shall in any case be excluded.

12.2. Place of Performance

Unless otherwise expressly agreed, the place of performance for all obligations arising from this Agreement shall be the registered office of Mategra. This also applies in particular to the provision of services, support, and payment obligations of

the Customer.

12.3. Dispute Resolution and Arbitration

All disputes or claims arising out of or in connection with this Agreement, including disputes relating to its validity, breach, termination or nullity ("Disputes"), shall be negotiated by the Parties in good faith to reach an amicable settlement. If an amicable settlement cannot be achieved within 20 (twenty) working days after the occurrence of the Dispute, such Disputes shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC). The arbitral tribunal shall consist of three arbitrators. The seat of arbitration shall be Vienna, Austria. The language of the proceedings shall be German. Austrian substantive law shall apply. Notwithstanding the foregoing, Mategra shall also be entitled to bring claims against the Customer at the Customer's general place of jurisdiction in a court of law.

13. Final Provisions

13.1. Salvatory Clause

Should one or more provisions of this Agreement be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected thereby. The invalid or unenforceable provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid or unenforceable clause.

13.2. Assignment

The Customer may therefore not assign or transfer any rights or obligations under this Agreement, in whole or in part, without the prior written consent of Mategra. This shall not apply to monetary claims where a prohibition of assignment would be invalid under mandatory law. Mategra may assign or transfer this Agreement, in whole or in part, to its affiliates within the meaning of §§ 189a et seq. Austrian Commercial Code or in connection with a corporate restructuring.

13.3. Third Parties

Mategra shall be entitled to use third parties for the fulfillment of its obligations in whole or in part.

13.4. Reference Customers

The Customer agrees to be named as a reference customer on Mategra's customer lists, its website, and its marketing and promotional materials and permits Mategra to display the Customer's name and its logo. It is stated that Mategra will especially coordinate the use of the Customer's logos or project data with the Customer prior to publication. The Customer may revoke this authorization in writing at any time.

13.5. Change of Address

The Customer shall immediately notify Mategra of any changes in its address or its relevant data. Should the Customer fail to do so, Mategra's declarations shall be deemed delivered even if delivered to the last valid means of communication.

13.6. Electronic Communication

The Customer accepts that Mategra may send legally significant declarations to the Customer also by e-mail or other electronic media. This shall also apply to invoices; if applicable, these shall be digitally signed in order to comply with the provisions of the Value Added Tax Act (Umsatzsteuergesetz). Declarations are considered received as soon as the Customer can retrieve or take note of them under ordinary circumstances.

13.7. Corrections

Mategra shall be entitled to correct obvious errors such as typographical errors or calculation errors in offers, acknowledgements of orders or other documents at any time.

13.8. Reseller Obligations

Any Customer who intends to resell, distribute, sublicense, or otherwise commercially pass on the Software or Services — whether by way of actual activity or merely by preparatory actions or intent — must disclose such intention to Mategra without undue delay. Customers acting as (or intending to act as) resellers acknowledge and agree that their activities are also subject to Mategra's additional Reseller Terms, as amended from time to time, which shall form an integral part of this Agreement. In case of conflict between this Agreement and the Reseller Terms, the Reseller Terms shall prevail with respect to the reseller activity.

14. Third Party Licenses

14.1. Third-Party Components

The Software may contain or use components provided by third parties, including open-source software governed by separate license terms. A current list of third-party software components and the applicable license terms can be found at: <https://app.testiny.io/licenses.txt>

14.2. Customer Obligations

By using the Software, the Customer agrees to comply with all applicable third-party license terms. Mategra shall not be liable for any damages or obligations arising from the Customer's failure to comply with such third-party licenses. Mategra does not provide warranty or support for third-party components beyond what is required by law.