



General Terms and Conditions

Version 2026.10

These GTC set out how Blax Software & Consulting e.U. works as an IT partner for businesses. Services, hourly rate and billing model are set by the individual Contract, which takes precedence over these GTC.

§ 1. SCOPE

- 1.1 These General Terms and Conditions (hereinafter "GTC") apply to all contracts under which Blax Software & Consulting e.U. (hereinafter "Contractor") provides services to businesses within the meaning of § 1 of the Austrian Commercial Code (UGB) (hereinafter "Client"), in particular IT partner agreements, offers and orders (each hereinafter "Contract").
- 1.2 What is agreed in the Contract takes precedence over these GTC. Where the Contract makes no provision, these GTC apply.
- 1.3 General terms and conditions of the Client apply only if the Contractor expressly agrees to them in writing.
- 1.4 The Contractor provides its services against payment on the terms set out in the Contract and in these GTC.
- 1.5 Unless otherwise stated, work resources within the meaning of these GTC are limited to services in the form of working hours.
- 1.6 Unless expressly agreed otherwise in writing in an individual case, in particular by a fixed-price arrangement pursuant to clause 6.7, the Contractor does not owe the Client any result, but only the proper and timely performance of the agreed services to the agreed extent. However, unless

expressly provided otherwise, the result of the Contractor's services is, as a rule, not the subject matter of the Contract and is therefore not owed.

§ 2. SCOPE OF SERVICES

2.1 FIELDS OF ACTIVITY

2.1.1 The work to be performed by the Contractor under the contractual relationship is limited to the services offered by the Contractor. These include in particular:

2.1.2 Programming and configuration of custom software;
Incident response and troubleshooting for custom software;
Ongoing technical support and maintenance of the custom software;
Strategic project planning and consulting;
Documentation and training as required;
Consulting in the field of information technology.

2.2 AVAILABILITY

2.2.1 A minimum quota of work resources to be provided by the Contractor per week exists only if it is agreed in the Contract.

2.2.2 The Contractor agrees to ensure, by mutual agreement, a minimum level of availability if this is required to achieve time-critical project goals.

2.2.3 The Contractor shall make prepaid hours, such as those from an hour budget or a monthly flat rate with an hour allowance, available on request within a reasonable period. Hours that could not be provided for reasons attributable to the Contractor do not lapse.

§ 3. WORKING METHODS

3.1 The Contractor may freely choose the general place of performance and is therefore not bound to any particular location.

- 3.2 The Contractor is not bound by instructions. The Contractor is entitled to determine the timing of the work independently, provided that this cannot cause the Client any significant economic damage.
- 3.3 The Contractor is permitted to invoice the Client, in accordance with the agreed billing models, for the costs incurred in fulfilling the contractual obligations.
- 3.4 The working hours spent by the Contractor to achieve the agreed work objectives are in any case regarded as costs incurred.
- 3.5 Under no circumstances will the Client be invoiced for costs that, at the time they were incurred, the Client would not have considered necessary to achieve the contractually agreed objectives, unless they were separately approved.
- 3.6 The Client is in principle responsible for providing and procuring the necessary tools, including software that is strictly required to perform the work. This excludes tools and software already in the Contractor's possession.
- 3.7 In accordance with the agreed contractual provisions and applicable regulations, the Client will under no circumstances be invoiced for organisational activities to maintain the contractual relationship. Reminder fees pursuant to clause 6.8.5.2 remain unaffected.

§ 4. OBLIGATIONS

4.1 **GENERAL OBLIGATIONS OF BOTH PARTIES**

- 4.1.1 Both contracting partners undertake to act in the best interest of achieving the contractual tasks and maintaining the contractual relationship.
- 4.1.2 Appointments, deadlines and deliverables must be met on time.
- 4.1.3 The contracting partners are obliged to always keep communication respectful and in line with common courtesy.



4.1.4 If the contracting partners have agreed a contractual penalty for missed appointments (no-show), the affected contracting partner is entitled to claim it from the other contracting partner.

4.1.5 **LOYALTY**

4.1.5.1 The contracting partners undertake to be loyal to each other.

4.1.5.2 The duty of loyalty remains in effect indefinitely in accordance with the contractual provisions, in particular also beyond the termination of the contractual relationship, to the extent set out in these GTC or the Contract or provided for by law.

4.1.5.3 Within the meaning of these GTC, the duty of loyalty does not restrict the contracting parties to working exclusively with each other.

4.1.5.4 Both contracting parties undertake to use their best efforts to refrain from any conduct that could, in case of doubt, be regarded as disloyal. This includes, for example, discrediting the other party towards third parties or actions that could potentially harm the other contracting partner.

4.2 **GENERAL OBLIGATIONS OF THE CLIENT**

4.2.1 The Client has a general duty to cooperate. The Client shall provide in good time the necessary means required to achieve the contractual tasks.

4.2.2 The Client is obliged to provide and maintain a communication channel through which a regular and secure exchange of information can be ensured.

4.2.3 The Client shall provide the required passwords, documents, details and feedback or revisions of completed project goals in such a way that the Contractor can pursue its tasks unhindered and has to wait as briefly as possible.

4.2.4 The Client undertakes to grant the Contractor appropriate access rights and means of access to ensure that the Contractor is able to fulfil its contractual obligations unhindered.

4.3 **GENERAL OBLIGATIONS OF THE CONTRACTOR**

4.3.1 The Contractor is obliged to carry out the contractual tasks properly, on time and to an appropriate standard of quality.



- 4.3.2 The Contractor is responsible for ensuring that the work performed is safe and poses no danger to third parties.
- 4.3.3 The Contractor shall ensure that the work is carried out in accordance with the accepted rules of technology (Regeln der Technik), taking into account the relevant laws, regulations and official requirements as well as the contractual agreements.
- 4.3.4 **DUTY TO DOCUMENT**
- 4.3.4.1 The Contractor shall keep an accurate and detailed log of the work performed, covering all time spent for the Client.
- 4.3.4.2 The log shall record the total duration of the work performed, aiming for the highest precision and, where feasible, documentation accurate to the second.
- 4.3.4.3 The log shall contain a description of the work performed. This description should contain sufficient information to make the services rendered by the Contractor traceable.
- 4.3.4.4 The Contractor shall issue the log to the Client upon request. The log shall be issued as a PDF or CSV file.
- 4.3.4.5 It is the Contractor's responsibility to ensure that the log is kept up to date and is complete and correct.
- 4.3.4.6 The Client shall be informed about the resources used within an appropriate time frame and kept up to date.
- 4.3.4.7 At the Client's request or where required by the Client, the Contractor shall transfer the time logged under the duty to document into the time management system specified or designated by the Client and synchronise it there.
- 4.3.4.8 The Contractor shall inform the Client in good time before an hour budget or the hour allowance of a monthly flat rate is used up.
- 4.3.5 **DUTY OF EFFICIENCY**
- 4.3.5.1 The Contractor is obliged to use all work resources provided to the Client, including prepaid hours, exclusively for necessary activities and with the



greatest possible care and economy in order to keep the costs incurred by the Client as low as possible.

- 4.3.5.2 The Contractor is obliged to align all recorded time as precisely as possible with the time actually required.

§ 5. DATA PROTECTION

- 5.1 Sensitive data entrusted to the Contractor, or such data that has come to the Contractor's knowledge or possession while performing contractual tasks, must be deleted or returned to the Client after the termination of the contractual relationship, unless statutory or official requirements to retain it exist.
- 5.2 The Contractor shall instruct any further workers it brings into the contractual relationship so that they maintain data protection and treat sensitive information confidentially.
- 5.3 If continued cooperation is expected after the termination of the contractual relationship, the deletion of the data collected by the contracting parties is postponed in order to avoid having to collect this data again and to allow the cooperation to continue smoothly. This is, however, subject to all applicable statutory requirements. If the prospect of continued cooperation is uncertain, the data shall be treated as if no further cooperation is to be expected.
- 5.4 Insofar as the Contractor processes personal data on behalf of the Client within the scope of the Contract, the contracting parties shall conclude a separate data processing agreement pursuant to Art. 28 GDPR.

§ 6. REMUNERATION & FEES

- 6.1 Unless stated otherwise, all agreed amounts are in euros and net of VAT.

6.2 **HOURLY RATE**

6.2.1 The hourly rate agreed in the Contract applies. If none is agreed, the Contractor's general hourly rate at the time the service is performed applies.

6.2.2 The hourly rate may be adjusted individually at any time before the work is performed, by mutual agreement, which may also be made orally; different tasks may also have different hourly rates.

6.3 **BILLING MODELS**

6.3.1 Billing is based on the billing models agreed in the Contract: by time spent, from an hour budget, per monthly flat rate or by fixed-price arrangement. If no billing model is agreed, billing is by time spent.

6.3.2 Working hours and services not covered by any agreed billing model are invoiced monthly in arrears at the hourly rate pursuant to clause 6.2. If billing by time spent has not been agreed, the Contractor shall provide such services only with the Client's prior consent.

6.3.3 Unless agreed otherwise in an individual case, hours worked are first counted against hours already paid for, starting with those that lapse earliest.

6.4 **BILLING BY TIME SPENT**

6.4.1 Working hours not counted against another agreed billing model are invoiced to the second on the basis of the log pursuant to clause 4.3.4 at the hourly rate pursuant to clause 6.2.

6.5 **HOURLY BUDGET/POOL**

6.5.1 The Client may purchase work resources in advance at an individually agreed hourly rate, thereby creating an hour pool that can be used as required.

6.5.2 The total number of hours added to a budget over time, multiplied by the applicable hourly rate, is due to the Contractor as a fee payable in advance, irrespective of the work actually performed. This claim does not lapse and remains in effect beyond the termination of the contractual relationship until paid in full.

6.5.3 Hours used are deducted from the hour pool on the basis of the log pursuant to clause 4.3.4.

6.5.4 **VALIDITY**

6.5.4.1 Unless agreed otherwise in the Contract, each hour budget is valid for 10 (in words: ten) months from the moment it is set up. For hours added later, a separate period of the same length begins with the top-up.

6.5.4.2 When this period is reached or exceeded, the Client's entitlement to the unused hours of the respective hour pool expires.

6.5.4.3 The applicable period for a pool may be extended or shortened by mutual agreement of both contracting parties.

6.6 **MONTHLY FLAT RATE**

6.6.1 If a monthly flat rate is agreed, the Client shall pay the Contractor the amount agreed in the Contract each month.

6.6.2 **MONTHLY FLAT RATE WITH AN HOUR ALLOWANCE**

6.6.2.1 If the monthly flat rate includes an hour allowance, the allowance follows from the Contract, for example as a fixed number of hours or as the flat rate divided by the applicable hourly rate. The allowance applies per calendar month unless a longer averaging period is agreed in the Contract.

6.6.2.2 Unused hours lapse at the end of the calendar month or of the averaging period and are not carried over. Usage is determined on the basis of the log pursuant to clause 4.3.4.

6.6.2.3 Working hours exceeding the allowance are counted pursuant to clause 6.3 and, insofar as no other billing model covers them, invoiced at the hourly rate pursuant to clause 6.2.

6.6.3 **MONTHLY FLAT RATE WITHOUT AN HOUR ALLOWANCE**

6.6.3.1 If the monthly flat rate does not include an hour allowance, it covers the services provided within the ongoing cooperation, without individual working hours being invoiced. Services beyond the ongoing cooperation, in particular new projects, shall be agreed separately in advance and, unless agreed otherwise, invoiced pursuant to clause 6.3.

6.6.3.2 If the scope of the ongoing cooperation changes materially, either contracting party may demand an adjustment of the monthly flat rate.

6.6.4 The monthly flat rate is invoiced after the end of each calendar month. In partial calendar months, the monthly flat rate and any hour allowance it includes are calculated pro rata.

6.7 **FIXED-PRICE ARRANGEMENTS**

6.7.1 Fixed-price remuneration for individual results is expressly possible by mutual written agreement.

6.7.2 If a sum payable in advance is agreed, the parties undertake, on the one hand, to achieve the agreed result and, on the other hand, to pay the corresponding amount in full in accordance with the agreement made.

6.8 **INVOICING**

6.8.1 Amounts invoiced to the Client must be credited to the Contractor within 14 (in words: fourteen) days without deduction and free of charges, unless a longer payment deadline has been agreed in the Contract or is stated on the invoice.

6.8.2 It is agreed that each invoice issued shall be settled by exactly one bank transfer covering the full amount, with the payment reference containing the respective invoice number.

6.8.3 The Client is not entitled to withhold payments due to the Contractor.

6.8.4 In the event of missing payments, in particular when payment deadlines have passed, the Contractor reserves the right to suspend work until the invoices have been paid in full.

6.8.5 **PAYMENT REMINDERS**

6.8.5.1 The Contractor is entitled to send the Client a payment reminder after a relevant payment deadline has expired.

6.8.5.2 The Contractor reserves the right to charge a reminder fee equal to the general hourly rate for each payment reminder.

6.8.5.3 The Contractor reserves the right, from the first payment reminder issued, to charge a further payment reminder every 7 (in words: seven) days.

6.8.6 DEFAULT INTEREST

6.8.6.1 The default interest rate applicable to the contractual relationship is 8.5% (in words: eight point five percent) per annum, but at least the statutory default interest rate.

6.8.6.2 Pursuant to § 1000 (2) of the Austrian General Civil Code (ABGB), interest on interest is expressly permitted and may be charged from the moment the applicable payment deadlines are exceeded, at least at the applicable default interest rate.

§ 7. DISPUTE RESOLUTION

7.1 All disputes arising from or in connection with the Contract or these GTC, including the validity, breach, termination or nullity of an individual order, shall, unless resolved otherwise by mutual agreement in the individual case, be decided by the court in Linz having subject-matter jurisdiction.

§ 8. LIABILITY AND WARRANTY

8.1 The Contractor is liable exclusively for damage demonstrably caused by the Contractor through gross negligence or intent. Any liability of the Contractor for slight negligence is excluded.

8.2 The Contractor's liability for gross negligence, that is, for a particularly careless breach of duty, is limited to the total of all payments made by the Client under the Contract concerned, even if the actual damage is higher.

8.3 Liability for indirect damage, such as loss of profit, costs associated with a business interruption, data loss or third-party claims, is expressly excluded.

8.4 Any claims for damages that one contracting partner may assert against the other are subject to a limitation period of no more than one year from knowledge of the damage and of the party causing it, unless other periods

are provided by statutory provisions or deviating rules have been agreed in an additional agreement.

- 8.5 To the extent and for as long as obligations cannot be fulfilled on time or properly due to force majeure, such as war, terrorism, natural disasters, fire, strikes, lockouts, embargoes, acts of public authority, power failures, failure of means of transport, failure of telecommunications networks or data lines, changes in the law after the conclusion of the Contract affecting the services, or other unavailability of products, this does not constitute a breach of contract.
- 8.6 After the termination of the contractual relationship, the Contractor is not liable for the functionality of any software created or work performed, unless such a failure is attributable to an intentional act of the Contractor. The Client acknowledges that software updates, changes in the hardware environment or other external factors may affect the functionality of the software and that the Contractor is not responsible for this.

§ 9. LICENSING

- 9.1 The Client acquires unrestricted and perpetual exclusive rights of use (Werknutzungsrechte) to the works that the Contractor creates for the Client during the contractual relationship in order to achieve the contractual tasks.
- 9.2 If the use of the works created by the Contractor by the Contractor itself poses an economic risk to the Client, or could in case of doubt be found to do so, or such a risk is foreseeable, in particular where such use amounts to competition with the Client, the Contractor shall use the relevant work exclusively in a manner that excludes such a risk and protects the interests of the Client. No separate instruction from the Client is required for this.
- 9.3 The provisions of clause 9.2 apply mutatis mutandis also in favour of the Client's end customers and shall be applied accordingly.

§ 10. MISCELLANEOUS

- 10.1 These GTC and the Contract shall be interpreted according to their meaning and purpose and include all tacit agreements that are customary and appropriate for such a contract.
- 10.2 Should individual provisions of these GTC or of the Contract be wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected. In such a case, the parties are obliged to replace the invalid or unenforceable provision with a valid and enforceable provision that comes closest to the economic purpose of the invalid or unenforceable provision.
- 10.3 For the purposes of these GTC, post-contractual provisions are those provisions that apply indefinitely and remain binding after the termination of the contractual relationship.

§ 11. MARKETING

- 11.1 The contracting parties are entitled to use for marketing purposes any projects and services that were performed, created or completed by or with the help of the Contractor within the contractual relationship to achieve the project goals. This includes in particular naming the other party as a reference.
- 11.2 The contracting parties may use the name, logo and description of the other party as well as a description of the services provided in their marketing material, including websites, brochures and case studies, from the conclusion of the Contract for an indefinite period, including beyond the end of the contractual relationship. The other party is named as an example and to illustrate the naming party's own competence.
- 11.3 The contracting partners are authorised to associate the other partner with themselves by public reference on their media and projects. This includes, for

example, the inclusion of the contracting partner in the footers of the Client's websites by hyperlinks, text references or images.

- 11.4 The parties are not entitled to create an economic disadvantage for the other party, a disadvantageous placement or an obstacle to its competitiveness through marketing measures.
- 11.5 Unless agreed otherwise, the marketing arrangements of these GTC apply indefinitely, also beyond the termination of the contractual relationship.
- 11.6 Should a party expressly not wish its name to be mentioned in an individual case, it shall notify the other partner of this in writing. In this case, the partners are obliged to comply with this wish, taking into account the rights granted.
- 11.7 The permission granted for use for marketing purposes in no case extends to material relating to non-public knowledge or knowledge not intended for publication.
- 11.8 The naming of third parties, including the Client's end customers, is not the subject of these GTC, and the Contractor is not expressly permitted to name them. To that extent, the above marketing rights in favour of the Contractor do not apply to third parties.
- 11.9 The public naming of third parties by the Contractor within the contractual relationship requires prior approval.

§ 12. TERM

- 12.1 Unless agreed otherwise, Contracts are concluded for an indefinite period.
- 12.2 The contractual relationship may be terminated by either party at any time, exclusively in writing, subject to the applicable notice periods and conditions.
- 12.3 In the event of termination, the parties are obliged to continue to fulfil their contractual obligations until the termination takes effect, unless expressly

agreed otherwise.

- 12.4 Termination of the Contract does not release the parties from payment or loyalty obligations that have already arisen.
- 12.5 In the event of termination, the Contractor is expressly authorised to invoice all work not yet invoiced. This includes all services rendered, materials and costs incurred up to the effective termination of the contractual relationship that have not yet been invoiced.

§ 13. CONFIDENTIALITY

- 13.1 A specific duty of confidentiality of the parties towards third parties is generally not provided for. Data relevant to data protection as well as trade and business secrets of the contracting parties are excluded from this and are therefore subject to a duty of confidentiality to be observed with due care.
- 13.2 Every authorised decision-maker of the contracting parties is entitled to impose a binding duty of confidentiality regarding a topic or subject area related to the cooperation. This authority may be exercised at any time, orally and without the need for consent of the other contracting party. However, such a declaration must state the individuals or groups of persons to be excluded, the period of validity and the precisely defined subject of confidentiality.
- 13.3 Unless agreed otherwise, confidentiality as a rule continues indefinitely beyond the end of the Contract.
- 13.4 Passing on the Contract to legal or tax advisers and translators who are themselves bound to confidentiality is permitted for the purpose of review.

§ 14. FINAL PROVISIONS

- 14.1 Oral side agreements made before the conclusion of the Contract become invalid upon its conclusion.
- 14.2 The following agreements are excluded from the provisions of clause 14.1, so that they may be concluded in advance both orally and in writing by mutual agreement:
- Fields of activity
 - Hourly rate
 - Confidentiality agreements
 - Licensing
 - Marketing arrangements
 - Maximum and minimum working hours
- 14.3 The Contract, these GTC and any additional agreements are governed by Austrian law.
- 14.4 A Contract is governed by the version of these GTC in force when it is concluded, unless the Contract names a different version. A new version applies to existing Contracts only if the contracting parties agree to it.
- 14.5 These GTC are available in German and English. In the event of discrepancies, the German version prevails.