TERMS

General Terms and Conditions.

of Pabeschitz Computer Consulting GmbH for management consulting, interim management, IT project management, AI consulting, software development, websites, hosting and support.

Version 1.1 · 1 November 2026

§ 1 Scope

1.1 These General Terms and Conditions ("Terms") apply to all contracts between Pabeschitz Computer Consulting GmbH, Ringofenstraße 7/5, 2333 Leopoldsdorf, Austria, company register no. FN 531928 y ("pc-consulting"), and its clients for services in management consulting, interim management, programme and project management, coaching, AI consulting and implementation, software development and modernisation, websites, hosting, operation, maintenance and support (together "Services"). They also apply to Services provided under the **thinkai** brand (thinkai.at).

1.2 These Terms also apply to all future transactions between the parties without the need for renewed express reference.

1.3 The version identified in the offer and enclosed with it as a dated PDF or linked from it applies; if no version is identified, the version in force when the contract is concluded applies. The current version is available at pc-consulting.at/en/terms; earlier versions are provided on request.

1.4 These Terms apply exclusively to businesses within the meaning of § 1 of the Austrian Consumer Protection Act (KSchG) and to legal entities under public law. pc-consulting concludes contracts with consumers only on the basis of separate, expressly agreed terms; these Terms do not apply to them.

1.5 The client's general terms of business or purchase only become part of the contract if pc-consulting expressly agrees to them in writing. No separate objection is required, even if pc-consulting provides Services in knowledge of such terms.

1.6 In the event of conflict, the following order of precedence applies:

a. the offer or individual contract including the service description,

b. separate agreements, in particular a data processing agreement (§ 7.5) or a DORA agreement (§ 5.7),

c. these Terms,

d. non-mandatory statutory provisions.

§ 2 Offer and conclusion of contract

2.1 Offers by pc-consulting are binding for the period stated in them, or for 30 days from the offer date if no period is stated. Thereafter pc-consulting is no longer bound. Start dates and availability stated in the offer only apply if the offer is accepted within this period.

2.2 The contract is concluded when the offer is accepted in text form (signature, e-mail or electronic signature), or at the latest when pc-consulting begins performing the Services at the client's request.

2.3 Cost estimates are non-binding estimates within the meaning of § 1170a(2) of the Austrian Civil Code (ABGB) unless expressly designated as binding. If a considerable overrun becomes apparent, pc-consulting will notify the client without delay. In any case, pc-consulting will inform the client as soon as an overrun of more than 10% is foreseeable.

2.4 Initial meetings and a first assessment of the situation are non-binding and free of charge unless agreed otherwise in advance.

§ 3 Scope and nature of Services

3.1 The nature and scope of the Services are set out in the offer or service description. Any commitments beyond that require text form.

3.2 Whether a service or a work product is owed depends on the content of the respective engagement. Consulting, interim management, programme and project management, coaching, workshops, training and support are generally services: pc-consulting owes their careful and competent performance, but not a particular economic result. Where a specific result is ordered – such as a functioning website or software – the provisions on work products (§§ 9 and 12) apply. Acceptance criteria should be defined in the offer.

3.3 Where an agile approach is agreed, goals and requirements are refined jointly and iteratively (e.g. in sprints based on a prioritised backlog). Services are then billed on a time-and-materials basis; a fixed price applies only if expressly agreed.

3.4 The client communicates change requests in text form. pc-consulting assesses their impact on effort, timelines and fees and submits a supplementary offer. Until agreement is reached, work continues on the basis of the existing contract. Significant assessment effort may be billed on a time-and-materials basis.

3.5 pc-consulting may engage qualified employees and subcontractors; responsibility towards the client remains with pc-consulting. Where performance by a specific person has been agreed (in particular for interim mandates), that person may only be replaced with the client's consent.

3.6 Unless agreed otherwise, pc-consulting determines its methods, tools, working hours and place of work. The parties organise their cooperation so that pc-consulting and its staff are not integrated into the client's organisation and are not subject to its supervision and direction. Neither an employment relationship nor temporary agency work within the meaning of the Austrian Temporary Agency Work Act (AÜG) is intended; the actual performance of the cooperation is decisive.

3.7 pc-consulting does not provide legal, tax or statutory audit advice. Where such questions arise, pc-consulting will point this out; review by appropriately qualified professionals is the client's responsibility.

§ 4 Interim management

4.1 In interim mandates, pc-consulting assumes responsibility for execution within the agreed mandate and the authority granted by the client. The client defines goals, framework and authority; the manner of execution is a matter for pc-consulting.

4.2 Assuming a corporate office (e.g. managing director, board member, Prokura) or a comparable management function with external effect requires a separate written agreement. In that case the client ensures that

a. before the office is assumed, D&O insurance with an adequate sum insured is in place that covers the interim manager as an insured person, remains in force for the entire mandate and provides an extended reporting period of at least five years; proof is to be provided on request,

b. the interim manager is indemnified, to the extent permitted by law, against claims by third parties and by the company arising from the office, unless based on wilful intent or gross negligence; mandatory liability rules, in particular for the protection of creditors, remain unaffected,

c. where the mandate has been properly performed, a resolution on discharge is passed promptly, and removal from office including deletion from the company register is arranged without delay after the mandate ends, at the client's expense.

4.3 Before a corporate office is assumed, the parties separately assess the specific liability situation (e.g. financial position, insurance cover, allocation of responsibilities). The provisions of § 4.2 do not replace this assessment.

4.4 Availability (e.g. days per week, on-site presence) is defined in the offer. Absences are coordinated in good time. In the event of unforeseen unavailability, pc-consulting informs the client without delay and agrees on interim cover or a substitute.

4.5 pc-consulting reports regularly and transparently on status, risks and decisions required – in the agreed form, and at least monthly if nothing is agreed.

§ 5 Client's obligations to cooperate

5.1 The client provides, in good time and free of charge, all information, documents, data, access rights and permissions required for the Services, names contact persons with decision-making authority and, for on-site work, provides a suitable workplace and infrastructure. For testing, the client provides suitable test data and test environments.

5.2 pc-consulting may rely on the accuracy and completeness of information provided by the client and is not obliged to verify it unless expressly agreed.

5.3 The client is responsible for regular state-of-the-art backups of its data and systems, in particular before interventions such as migrations, updates or remote maintenance, unless backups are expressly agreed as a Service of pc-consulting.

5.4 The client warrants that it holds the necessary rights to all materials it provides (e.g. texts, images, logos, data, software) and indemnifies pc-consulting against any third-party claims in this respect.

5.5 If the client fails to meet its obligations to cooperate, or does so late or incompletely, agreed timelines are extended accordingly. Resulting additional effort and waiting time are billed on a time-and-materials basis; § 1168 ABGB remains unaffected.

5.6 The client remains responsible for complying with the statutory and regulatory obligations applicable to it (e.g. Austrian Banking Act, DORA, EBA Guidelines on outsourcing, NIS2, GDPR). pc-consulting supports the client within the scope of the engagement but does not assume these obligations.

5.7 If the client is a financial entity within the meaning of Regulation (EU) 2022/2554 (DORA) and Services qualify as ICT services, the contractual provisions required under Art. 30 DORA are set out in a separate agreement that takes precedence over these Terms.

§ 6 Use of artificial intelligence

6.1 pc-consulting uses AI systems in performing its Services, such as language models and AI agents for analysis, design, software development, documentation and translation. The work is directed and reviewed by qualified people ("human in the loop"); responsibility for the contractually owed Services remains with pc-consulting.

6.2 For client data, pc-consulting only uses AI services under business plans or via interfaces whose contractual terms exclude the use of inputs and outputs for model training. pc-consulting prefers processing within the EU (e.g. Anthropic Claude via AWS Bedrock, Frankfurt region); a specific processing location is only owed if it is defined in the offer or the data processing agreement. The providers used are disclosed on request or in the data processing agreement.

6.3 The client may, in text form, exclude the use of AI for certain data or Services, or restrict it to certain providers or regions. Any resulting additional effort is billed on a time-and-materials basis.

6.4 Where pc-consulting develops or configures AI solutions for the client (e.g. chatbots, AI agents, automations), the following applies: outputs of AI systems are probabilistic and may be incorrect, incomplete or out of date. pc-consulting owes the agreed functionality of the solution (integration, configuration, instructions, safeguards), but not the factual correctness of every individual AI output, unless a specific characteristic has been expressly warranted.

6.5 The client ensures appropriate human oversight of the AI solutions it uses and reviews AI outputs before decisions with legal or significant economic effect – in particular on individuals – are taken on their basis.

6.6 Which role a party has under Regulation (EU) 2024/1689 (AI Act) – such as “provider” or “deployer” – follows from the actual circumstances of development, placing on the market and use (Art. 3 AI Act), not merely from contractual designations. Where the client uses an AI system under its own authority, it is generally the deployer and is responsible for the related obligations, such as AI literacy of its staff (Art. 4) and transparency obligations towards users (Art. 50). Where appropriate, the parties record the expected allocation of roles in the offer; each party fulfils the obligations of its role. pc-consulting supports classification and documentation within the scope of the engagement. High-risk AI systems are developed only under a separate agreement; prohibited practices within the meaning of Art. 5 AI Act are excluded.

6.7 Ongoing usage costs of AI providers (e.g. usage-based API costs) are borne by the client unless expressly included in a flat fee; caps are agreed and technically enforced where possible. If a provider changes or discontinues a model or changes its terms, this is outside pc-consulting’s control; resulting adjustments are provided as a separate Service.

6.8 Purely AI-generated content may not be protected by copyright. pc-consulting grants the client rights in work results under § 11 to the extent such rights exist.

§ 7 Confidentiality and data protection

7.1 pc-consulting undertakes to keep confidential all confidential information that becomes known to it in connection with the engagement, in particular trade and business secrets. This obligation is also imposed on employees and subcontractors. It survives the end of the contract – indefinitely for trade secrets, otherwise for five years.

7.2 The obligation does not apply to information that is publicly known or becomes known through no fault of pc-consulting, that was lawfully known to pc-consulting beforehand or was developed independently, or whose disclosure is required by law or by an authority.

7.3 The client likewise treats pc-consulting's offers, concepts, methods and prices as confidential.

7.4 pc-consulting may only be released from confidentiality in text form. pc-consulting may disclose confidential information to advisers bound by professional secrecy (e.g. lawyers, tax advisers, insurers) where necessary to protect its own rights.

7.5 Where pc-consulting processes personal data on behalf of the client, the parties conclude a data processing agreement under Art. 28 GDPR, which takes precedence over these Terms. The client remains the controller and ensures the lawfulness of the processing.

7.6 Communication may take place by unencrypted e-mail unless the client requests encrypted transmission. Credentials are only exchanged via a secure channel (e.g. a password manager).

§ 8 Deadlines, delay and force majeure

8.1 Dates and deadlines are only binding if expressly agreed as fixed dates. They are subject to timely fulfilment of the client's obligations to cooperate (§ 5).

8.2 If pc-consulting is in delay, the client may only withdraw from the contract after setting a reasonable grace period of at least 14 days.

8.3 Force majeure and other circumstances beyond pc-consulting's control – such as pandemics, war, strikes, orders by authorities, outages of cloud, hosting or AI providers, or cyber attacks despite appropriate safeguards – extend deadlines by the duration of the impediment plus a reasonable restart period. If the impediment lasts longer than three months, either party may terminate the contract with respect to Services not yet performed.

§ 9 Acceptance of work products

9.1 Where a work product is agreed, pc-consulting notifies its completion. The client examines it within 14 days and declares acceptance in text form.

9.2 The work is deemed accepted if the client does not report material defects in a comprehensible manner in text form within that period, or as soon as the client puts it into productive use (e.g. go-live of a website or software).

9.3 Minor defects do not entitle the client to refuse acceptance; they are remedied under the warranty.

9.4 Partial acceptance may be agreed for self-contained parts (e.g. modules, releases, project phases); later acceptance only relates to the newly added parts.

§ 10 Fees, expenses and payment

10.1 All prices are in euros plus statutory VAT.

10.2 For time-and-materials billing, the hourly or daily rates stated in the offer apply. A daily rate covers up to eight hours; additional time is billed pro rata. Hourly Services are billed in 15-minute increments. For Services performed at the client's express request on weekends, public holidays or between 8 pm and 6 am, a surcharge as per the offer applies, or 50% if none is agreed.

10.3 Unless agreed otherwise, travel within Vienna and to the agreed regular place of work is included in the fee. Other travel time is billed at 50% of the hourly rate, travel expenses (first-class rail, economy flights, mileage at the official Austrian rate, accommodation) against receipts.

10.4 Third-party costs such as software licences, cloud, hosting and AI usage costs, domains or certificates are passed on separately unless expressly included in the price.

10.5 Time-and-materials Services are invoiced monthly in arrears, recurring flat fees and subscriptions in advance. For fixed prices, the payment schedule in the offer applies; if none is agreed, 50% on order and 50% on acceptance.

10.6 Invoices are payable without deduction within 14 days of the invoice date. Invoices are sent electronically.

10.7 In the event of late payment, statutory default interest under § 456 of the Austrian Commercial Code (UGB) (9.2 percentage points above the base rate) and the flat fee of EUR 40 under § 458 UGB apply; reasonable collection costs are also to be reimbursed. If the client remains in default despite a reminder and a 14-day grace period, pc-consulting may withhold further Services until payment and, for hosting and operating Services, suspend the service after prior notice.

10.8 The client may only set off counterclaims that have been acknowledged by pc-consulting or established by a court. A right of retention due to alleged defects exists only in reasonable proportion to the expected cost of remedy.

10.9 Fees for recurring contracts (e.g. subscriptions, maintenance, framework agreements) and hourly and daily rates in contracts with a term of more than twelve months are index-linked to the Consumer Price Index 2020 of Statistics Austria (or a successor index). The base is the figure published for the month in which the contract was concluded; adjustment takes place each 1 January, at the earliest after twelve months. Fluctuations of up to 3% are disregarded but are taken into account in full once exceeded.

§ 11 Rights in work results

11.1 Until the agreed fee has been paid in full, all rights in the work results remain with pc-consulting; until then the client's use is permitted only on a revocable basis.

11.2 For custom software and websites developed specifically for the client, the client receives, upon full payment, an unlimited (in time and territory), transferable right of use including the right to modify; the source code is handed over (e.g. as a Git repository).

11.3 Excluded from this are pre-existing or generally reusable components of pc-consulting – such as frameworks, libraries, tools, templates, building blocks and the web editor. For these, the client receives a non-exclusive, perpetual right of use to the extent required to use the work results. For software provided as a service (e.g. web editor, hosting), the right of use applies for the term of the respective contract.

11.4 The client may use reports, concepts, presentations and other consulting documents for its own purposes and those of its affiliated companies and may pass them on to supervisory authorities, auditors and advisers. Any further disclosure or publication requires pc-consulting's consent.

11.5 Open-source components are subject to their respective licence terms, which take precedence; pc-consulting points out components with special obligations (e.g. copyleft).

11.6 pc-consulting remains entitled to continue using general expertise, methods and experience gained in the engagement – without the client's confidential information.

§ 12 Warranty

12.1 For work products, pc-consulting warrants that they have the agreed characteristics upon acceptance. The warranty period is twelve months from acceptance. The presumption under § 924 ABGB is excluded; the client must prove that the defect existed at the time of acceptance.

12.2 Defects must be reported without delay, at the latest within 14 days of becoming apparent, in text form and in a comprehensible manner (e.g. with a description, steps to reproduce, screenshots).

12.3 pc-consulting is entitled to remedy defects within a reasonable period. Only if the remedy fails or is not carried out may the client demand a price reduction or – for material defects – rescission.

12.4 There is no warranty for defects attributable to changes by the client or third parties, improper use, changed system environments, updates or changes to third-party products (e.g. browsers, operating systems, interfaces, AI models) or materials provided by the client.

12.5 For services, where performance does not conform to the contract, the client may require it to be repeated free of charge, provided the client reports this without delay in text form.

12.6 Fault analysis and remedy not covered by the warranty are billed on a time-and-materials basis.

§ 13 Liability

13.1 pc-consulting is liable for damage only in cases of wilful intent or gross negligence. Liability for slight negligence is excluded.

13.2 In cases of gross negligence, liability per claim is limited to the higher of the following amounts: the net fee of the respective engagement (for recurring contracts, the net fees of the twelve months preceding the damaging event) or the sum insured under pc-consulting's professional liability insurance for that claim. In this case, liability for lost profit and indirect damage is also excluded.

13.3 For loss of data, pc-consulting is only liable to the extent that would have been required to restore the data had the client performed proper backups (§ 5.3). This does not apply where pc-consulting has contractually assumed responsibility for backups.

13.4 Where pc-consulting uses third parties (e.g. cloud, hosting or AI providers) to perform its own Services, it is liable for their fault as for its own (§ 1313a ABGB) within the framework of this § 13. Where, by contrast, the client itself contracts with a provider that pc-consulting merely arranges, sets up or supports, pc-consulting is not liable for that provider's services but only for its own.

13.5 The client must prove fault on the part of pc-consulting; § 1298 ABGB does not apply.

13.6 Claims for damages must be brought before a court within one year of becoming aware of the damage and the party causing it, and in any event within three years of the event giving rise to the claim, failing which they lapse.

13.7 The limitations of this § 13 do not apply in cases of wilful intent or gross negligence of a flagrant nature, to personal injury, to claims under the Austrian Product Liability Act, or where liability is otherwise mandatory.

13.8 The limitations of liability also apply in favour of pc-consulting's officers, employees and subcontractors. For liability arising from a corporate office in interim mandates, § 4.2 applies in addition.

§ 14 Websites, hosting, operation and subscriptions

14.1 For recurring Services such as hosting, the web editor, AI assistants, maintenance and support, the scope follows from the selected package or offer.

14.2 pc-consulting operates the services with due care and high availability. A specific availability or response time is only owed if agreed in a service level agreement. Maintenance is carried out outside normal business hours where possible and announced in good time.

14.3 Subscriptions run for the minimum term stated in the offer, or twelve months if none is stated. Thereafter they continue indefinitely and may be terminated by either party in text form with three months' notice to the end of a month.

14.4 Time or usage allowances included in a package (e.g. change hours, AI budget) apply per billing period; unused allowances lapse and are not refunded.

14.5 The client keeps its credentials secret and is solely responsible for content it adds itself (including legal notice, privacy policy and rights to texts and images). pc-consulting may block manifestly unlawful content after informing the client.

14.6 Domains are registered in the client's name wherever possible. The terms of the respective registry (e.g. nic.at) also apply.

14.7 Remote maintenance access only takes place with the client's consent in the individual case or as part of an agreed support arrangement.

14.8 During the term and for up to 30 days after the contract ends, the client may request an export of its content and data in a common format. Release of the client's own content and data does not depend on payment of outstanding claims.

14.9 pc-consulting hands over the source code of the website created for the client within 30 days after the contract ends (e.g. by transferring the repository), once the rights of use under § 11 have passed to the client. On request, pc-consulting supports a move to another provider on a time-and-materials basis.

14.10 No later than 60 days after the contract ends, pc-consulting deletes the client's data held by pc-consulting and by the service providers it uses, unless a statutory retention obligation applies; data in backups is deleted when those backups expire in the regular cycle, at the latest after a further 90 days. For personal data processed on the client's behalf, the data processing agreement takes precedence; under it, the client decides whether such data is returned or deleted.

§ 15 Term and termination

15.1 Fixed-term contracts end when the agreed period expires or the agreed goal is achieved. Unless the offer provides otherwise, open-ended consulting and interim contracts may be terminated by either party with four weeks' notice in text form.

15.2 The right to terminate for good cause remains unaffected. Good cause for pc-consulting exists in particular if

a. the client is more than 30 days in default with a payment despite a reminder,

b. the client breaches material obligations to cooperate despite a warning,

c. pc-consulting is asked to act unlawfully or in a manner that is professionally or ethically unacceptable,

d. insolvency proceedings over the client's assets are not opened for lack of assets (to the extent permitted by law).

15.3 If the client withdraws from the contract before or during performance through no fault of pc-consulting, or performance does not take place for reasons attributable to the client, pc-consulting is entitled to the agreed fee under § 1168 ABGB, less what it saves as a result or earns through alternative use of its capacity.

15.4 For workshops, training and firmly booked appointments: cancellation up to 14 days before the date is free of charge; thereafter 50%, and from three working days before the date 100% of the agreed fee is charged. A replacement date may be agreed by mutual consent.

15.5 When the contract ends, Services performed up to that point are invoiced. The parties return documents, equipment and access rights provided to each other. On request, pc-consulting supports an orderly handover to successors or the client's staff on a time-and-materials basis.

§ 16 Non-solicitation

16.1 During the term of the contract and for twelve months thereafter, neither party will actively solicit, or – bypassing the other party – directly engage, employees or subcontractors of the other party who were materially involved in performing the engagement, unless the other party has given prior consent in text form.

16.2 Applications and enquiries made without targeted approach, for example in response to general job advertisements, are not covered.

16.3 In the event of a culpable breach, a contractual penalty equal to three months of the average fees most recently charged for the person concerned is payable; it is subject to judicial moderation. Any further damage must be proven.

§ 17 References

17.1 pc-consulting may describe the project in anonymised form (e.g. industry, company size, task, result) as a reference, provided no confidential information is disclosed. The client's name or logo is only mentioned with the client's consent.

17.2 For websites, pc-consulting may place a discreet credit (e.g. in the footer) unless the client objects.

§ 18 Final provisions

18.1 Amendments and additions to the contract require text form; e-mail suffices. This also applies to any waiver of this form requirement.

18.2 Should any provision of these Terms be or become invalid, the validity of the remaining provisions is unaffected. The invalid provision shall be replaced by a valid one that comes closest to its economic purpose.

18.3 Austrian law applies, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods.

18.4 The place of performance is pc-consulting's registered office, unless Services are to be performed on the client's premises as agreed.

18.5 In the event of disagreement, the parties will first seek an amicable solution, at either party's request also by way of mediation under the Austrian Civil Mediation Act. Measures to preserve deadlines and interim court relief remain unaffected.

18.6 The place of jurisdiction for all disputes arising out of or in connection with the contract is the court having subject-matter jurisdiction for pc-consulting's registered office. pc-consulting may also bring proceedings against the client at the client's general place of jurisdiction.

18.7 The client may only transfer rights and obligations under the contract to third parties with pc-consulting's consent.

18.8 pc-consulting may only amend these Terms with effect for ongoing recurring contracts where this is necessary due to changes in law, case law or regulatory requirements, to close gaps, or due to technical developments, and the client is not put in a worse position as a result. pc-consulting notifies such amendments in text form at least two months before they take effect; they are deemed accepted unless the client objects within six weeks of receipt. The notification will point out this consequence. If the client objects, the previous Terms continue to apply. Changes to the main obligations and to fees (except index-linking under § 10.9) always require express agreement.

18.9 These Terms are available in German and English. In case of doubt, the German version prevails.

> *This English version is a convenience translation. In case of doubt, the German version at pc-consulting.at/agb is legally binding.*