

aws Industry-Startup.Net

General Participation Conditions for Corporates

1. Preamble

- 1.1. As part of its programme “aws Industry-Startup.Net” (hereinafter referred to as “aws ISN”), Austria Wirtschaftsservice Gesellschaft mbH (hereinafter referred to as “aws”) brings established companies (“Corporates”) and young companies (“Start-Ups”) together (“Matching Service” of aws). In this way, Corporates obtain access to innovative concepts for products and services. The objective of aws ISN is to identify potential cooperation partners and to establish and initiate contact between Corporates and Start-Ups.

2. Definitions

- 2.1. A Corporate within the meaning of these General Participation Conditions means every legal person, irrespective of its legal form, or each partnership under commercial law, registered profit-making association or civil law company with an established market position for the products and services it offers including all legally affiliated companies.
- 2.2. A Start-Up within the meaning of these General Participation Conditions means every natural or legal person, irrespective of its legal form, or each partnership under commercial law, registered profit-making association or civil law companies, which as a rule have not been on the market for any more than six years and are seeking a cooperation with a Corporate.
- 2.3. A Cooperation within the meaning of these General Participation Conditions means every cooperation between Start-Ups and Corporates that came about as a result of aws ISN and in this case, in particular, its Matching Service (see clause 3.2).
- 2.4. A Summary within the meaning of these General Participation Conditions means a structural representation of the Start-Up and its desired Cooperation.

3. Subject matter of the contract

- 3.1. aws renders the following services for Corporates within the scope of aws ISN:
 - 3.1.1. Matching Service (see clause 3.2);
 - 3.1.2. personal meeting to establish an understanding of cooperation strategies and preferences;
 - 3.1.3. sending Summaries (for definition, see 2.4) of Start-Ups seeking Cooperations;
 - 3.1.4. establishing contact with selected Start-Ups.
- 3.2. In detail, the Matching Service is carried out as follows (“aws ISN-Process”):
 - 3.2.1. The registration of participating Corporates and Start-Ups to the Matching Service as well as the submission of the Summary by the Start-Ups takes place through aws’ online registration and application tool “aws Fördermanager” (<https://foerdermanager.aws.at>) or through another option provided by aws.
 - 3.2.2. After reviewing the questionnaire filled out by the Start-Up and the documents (e.g. business plan) as to their general suitability for the Matching Service, selected Corporates will receive a Summary from aws.
 - 3.2.3. The interested Corporates get in touch with aws within an appropriate period after the Summary or Summaries has/have been sent out.
 - 3.2.4. The Start-Up and the interested Corporates receive each other’s contact details. Additional information is exchanged directly between the Start-Up and the interested Corporates.
 - 3.2.5. Furthermore, selected Summaries are provided to each newly participating Corporate.
 - 3.2.6. The Corporates keep aws informed about the conclusion of contracts with the Start-Ups for which Summaries were sent out (see clause 4.4).
- 3.3. The Corporate acknowledges that aws is obliged to render the above-mentioned services and that participating in aws ISN does not give rise to any rights whatsoever which go beyond utilising the above-mentioned services.
- 3.4. The term of the contract (“Participation in aws ISN”) and aws’s activities commence upon the written confirmation by aws of acceptance into aws ISN (by email or through aws’ online registration and

application tool “aws Fördermanager”). The participation in aws ISN is concluded for an indefinite period of time and may be terminated by both parties at any time in writing by sending an email (Corporate’s e-mail to: industry-startup@aws.at). The provisions of clauses 4.1 through 4.6, except for clause 4.3, shall also continue to apply after the end of the participation for a period of three years.

- 3.5. aws may refuse participation of the Corporate in the Matching Service without providing a reason. aws does not give any guarantee for any costs which arise prior to or in reliance upon being able to participate in aws ISN.

4. Rights and obligations of the contractual parties

- 4.1. With regard to all written and verbal information which it has obtained regarding a possible Cooperation with a Start-Up, the Corporate undertakes to
- 4.1.1. treat such information with strict confidentiality and ensure that it is not made accessible to third parties (with the exception of the rights of the Corporate specified in clause 4.1.4);
- 4.1.2. only use such information as a basis for making decisions about the Cooperation with the Start-Up and not for any other purposes unless agreed otherwise between Corporate and Start-Up;
- 4.1.3. only forward such information to those internal employees within its organisation who play an essential role in the decision-making process and ensure that all employees and other people who are involved with the project are bound by this duty of confidentiality contained herein;
- 4.1.4. only forward information obtained from aws to third parties with aws’s consent and only forward information obtained from the Start-Up to third parties with the written consent of the Start-Up.
- 4.2. The Corporate shall refrain from all actions which could disrupt the business relationships of the Start-Ups participating in aws ISN with their suppliers, clients and business partners and only obtain information from this group of persons for the purposes of evaluating the participation with the prior written consent of the Start-Up.
- 4.3. The Corporate shall inform aws in writing as soon as possible of any fundamental changes to that information provided to aws which is decisive for the activities within the scope of aws ISN. This includes, but is not limited to:
- changes to its own profile/the profile sought in potential Cooperation partners (e.g. Cooperation sought with Start-Ups in other industries which have not yet been named)
 - changes to relevant contact partners at the company
- 4.4. If a Cooperation develops, the Corporate shall inform aws of this within two weeks by sending an email to industry-startup@aws.at. This duty to provide information remains in full force and effect beyond the end of the contractual term specified in clause 3.4. In justified cases, aws reserves the right to release the Corporate from the duty to provide information.
- 4.5. The Corporate expressly declares that a Cooperation with a Start-Up which results from the agreement to participate in the Matching Service is its sole responsibility and that aws does not assume any kind of liability or guarantee for the establishment of Cooperation, or for the economic success of a Cooperation, or for any damage which arises, or the loss of resources invested, or for the correctness and completeness of the transmitted information and data of the Start-Up and that aws is not responsible for the Start-Ups’ business development.
- 4.6. The Corporate commits to comply with the following principles:
- The Corporate shall not pass on any information about Start-Ups to third parties and shall pass on information about potential Corporates who are not participating in aws ISN only with aws’s agreement.
 - The Corporate shall provide aws with qualified feedback upon aws’s request, even if it does not enter into any Cooperations.
 - It is not the Corporate’s primary interest to offer consulting services for a fee.

5. Data protection

- 5.1. Information on the processing of personal data processed in conjunction with the implementation of the aws ISN programme and on data protection can be found on the website www.aws.at/datenschutz.

6. Fee

- 6.1. The Corporate is not charged any fee for aws services as part of the “aws Industry-Startup.Net” programme.

7. Other provisions

- 7.1. aws is entitled to modify these General Participation Conditions. The modified General Participation Conditions become valid upon their publication on the website <https://www.aws.at/richtlinien/agb/agb-aws-industry-startupnet/> and are deemed to be agreed if the Corporate does not assert its right of termination.
- 7.2. The first district of Vienna (Innere Stadt) is agreed as the place of jurisdiction for all disputes in conjunction with these General Participation Conditions. Austrian law applies.