aws Industry-Startup.Net

General Terms and Conditions (GTC) for Corporates

1. Preamble

1.1. Austria Wirtschaftsservice Gesellschaft mbH (hereinafter referred to as “aws”) brings together existing companies (‘corporates’) and young companies (“start-ups”) through its “aws Industry-Startup.Net” program (hereinafter referred to as “aws ISN”) (aws “matching service”). This gives corporates access to innovative product and service concepts. The objective of aws ISN is to identify potential collaborations and establish and initiate contact between corporates and start-ups.

2. Definition of terms

2.1. A corporate entity within the meaning of these General Terms and Conditions of Participation is any legal entity, regardless of its legal form, or any partnership under company law, registered commercial company that has an established market position for its product or service offering, including all companies affiliated under company law.

2.2. A start-up within the meaning of these General Terms and Conditions of Participation is any natural or legal person, regardless of legal form, or partnership under company law, registered commercial company, or civil law partnership that has generally been active on the market for no longer than six years and is seeking cooperation with a corporate entity.

2.3. Cooperation within the meaning of these General Terms and Conditions of Participation is any collaboration between start-ups and corporations that has come about through aws ISN and, in particular, through its matching service (see section 3.2).

2.4. A Cooperation Summary within the meaning of these General Terms and Conditions of Participation is a structured presentation of the start-up and its cooperation request.

2.5. A pitch deck is a short presentation of the start-up's business idea.

3. Subject matter of the contract

3.1. aws provides the following services for corporations within the scope of aws ISN:

- 3.1.1. Matching service (see section 3.2)
- 3.1.2. Personal interview to understand cooperation strategies and preferences;
- 3.1.3. Sending cooperation summaries (see 2.4 for definition) of suitable start-ups;
- 3.1.4. Establishing contact with selected start-ups.

3.2. The matching service works as follows (“aws ISN process”):

- 3.2.1. Registration for the matching service for participating corporations and start-ups takes place via the aws Connect platform (https://awsconnect.at).
- 3.2.2. Corporates and start-ups must complete a questionnaire as part of the registration process. The questionnaire serves to define cooperation needs.
- 3.2.3. Following registration, aws will review the general suitability for the matching service. Corporates and start-ups will receive notification of their acceptance into the program (by email) within a reasonable period of time.
- 3.2.4. After reviewing the questionnaire completed by the start-up and the documents (e.g., pitch deck) for general suitability for the matching service, selected corporations receive appropriate cooperation summaries from aws.
- 3.2.5. After the Cooperation Summaries have been sent out, interested corporations can initiate networking via the aws Connect platform (expression of interest).
- 3.2.6. The start-up and interested corporations receive each other's contact details. Further information is exchanged directly between the start-up and interested corporations.
- 3.2.7. In addition, newly registered corporations receive selected cooperation summaries that match their respective subject areas.

3.3. Corporates shall keep aws informed about the conclusion of contracts with the start-ups to which cooperation summaries have been sent (see section 4.4).

3.4. The Corporate acknowledges that aws undertakes to provide the above-mentioned services and that participation in aws ISN does not give rise to any rights whatsoever beyond the use of the above-mentioned services.

3.5. The contract term (“Participation in aws ISN”) and the commencement of activities on the part of aws shall begin upon written confirmation of admission to aws ISN by aws via email. Participation in aws ISN is concluded for an indefinite period and can be terminated by either party at any time in writing by email (email: industry-startup@aws.at). The provisions of sections 4.1 to 4.6, with the exception of section 4.3, shall continue to apply for a period of three years after termination of participation.

3.6. aws may refuse to allow a corporation to participate in the matching service without giving reasons. aws does not guarantee any costs that may arise prior to or in reliance on participation in aws ISN.

4. Rights and obligations of the contracting parties

4.1. The corporate undertakes to treat all written and verbal information it has received regarding a possible cooperation/participation with a start-up,

4.1.1. as strictly confidential and to ensure that it is not made accessible to third parties (with the exception of the rights of corporates listed in section 4.1.4);

4.1.2. exclusively as a basis for deciding on cooperation with the start-up and not to use it for other purposes, unless otherwise agreed between the corporate and the start-up;

4.1.3. forward it within its organization only to those employees who are essential to the decision-making process and ensure that all employees and other persons involved in the project undertake the confidentiality obligation contained herein;

4.1.4. only forward the information received from aws to third parties with the consent of aws, and only forward the information received from the start-up to third parties with the written consent of the start-up.

4.2. The corporate shall refrain from any actions that could disrupt the business relationships of the start-ups participating in aws ISN with their suppliers, customers, and business partners, and shall only obtain information from these parties for the purpose of evaluating the investment with the prior written consent of the start-up.

4.3. The corporate shall notify aws in writing as soon as possible of any significant changes to the information disclosed to aws that is relevant to its activities within the framework of aws ISN. This includes, but is not limited to:

- Changes to your own profile/the profile you are looking for with regard to potential collaborations (e.g., search for collaborations with start-ups in other, previously unmentioned industries)
- Change of relevant contact persons within the company

4.4. If cooperation or participation is agreed, the corporate shall inform aws within one week of conclusion by email to industry-startup@aws.at. In addition, aws shall send automated status queries at regular intervals via aws Connect or by email. The corporate undertakes to respond to these status queries within 7 calendar days if an investment has been made since the last response or if the status of negotiations has changed significantly. These information and status obligations apply beyond the term of the agreement for 24 months from the initial contact brokered by aws.

4.5. The corporation declares that collaborations are undertaken on its own responsibility; aws guarantees neither their realization nor economic success and is not liable for damages/losses or for the accuracy/completeness of the information provided by start-ups.

4.6. The Corporate undertakes to comply with the following principles:

- The corporate does not disclose any information about start-ups to third parties, or discloses information to potential corporates that do not participate in aws ISN only in consultation with aws.
- The corporate entity provides aws with qualified feedback upon request, even if it does not enter into a cooperation.
- The corporation is not primarily interested in offering paid consulting services.

5. Data protection

5.1. Information on the processing of personal data in connection with the implementation of the aws ISN program and on data protection can be found on the website www.awsconnect.at/datenschutz.

6. Remuneration

6.1. The corporate entity will not be charged for the services provided by aws as part of the “aws Industry-Startup.Net” program.

7. Other provisions

7.1. aws is entitled to amend these General Terms and Conditions of Participation. The amended General Terms and Conditions of Participation shall become valid upon publication on the website

https://www.aws.at/richtlinien/agb/agb-aws-industry-startupnet/ and shall be deemed to have been agreed if the corporate does not exercise its right of termination.

7.2. Termination for good cause. aws may terminate the agreement at any time for good cause, in particular in the event of breaches of obligations under these GTC.

7.3. The place of jurisdiction for all disputes arising from this agreement shall be Vienna Innere Stadt. Austrian law shall apply.