Lucient

Service Description

Lucient Guardian

Reliable Data Management Services

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Lucient

Content

1. Subject ... 3
2. Characteristics ... 3
   2.1. Scope ... 3
      2.1.1. Included ... 4
      2.1.2. Out of Scope ... 4
   2.2. Lucient Guardian Basic Services ... 5
      2.2.1. Organizational ... 5
      2.2.2. Lucient Guardian Service Desk ... 5
      2.2.3. Reporting ... 6
      2.2.4. Review ... 6
      2.2.5. Service Meeting ... 6
   2.3. Implementation and Setup ... 7
      2.3.1. Setup Requirements ... 7
   2.4. Microservices ... 8
      2.4.1. Guardian Basic Monitoring ... 8
      2.4.2. Backup ... 8
      2.4.3. Data Integrity ... 9
      2.4.4. Index and Statistics Maintenance ... 9
      2.4.5. Capacity Management ... 10
      2.4.6. Job Monitoring ... 10
      2.4.7. Patching ... 10
      2.4.8. Performance Monitoring ... 11
      2.4.9. Change Tracker ... 11
      2.4.10. High Availability ... 12
3. Deliverables ... 13
   3.1. Setup and SQL Server Health Check ... 13
   3.2. Features ... 13
   3.3. Service Level Agreements (SLAs) ... 14
   3.4. Consulting ... 15
4. Terms and Dates ... 16
   4.1. Payment ... 16

4.2. Contract Period 16
4.3. Termination of Contract 16
4.4. Obligations of the Customer 17
4.5. Obligations of Lucient 18
4.6. Liability 18
4.7. Non-solicitation of employee clause 19
4.8. Duty of cooperation 19
4.9. Intellectual and Industrial Property 19
4.10. Confidelity 20
4.11. Data Protection 20
4.12. Jurisdiction 21

1. Subject

Lucient Guardian is the subject of this statement of work, being a specific service to observe the operation of SQL Server, making corrections in the environment for better performance of SQL Server, always depending on the service level of contracted service and the chosen so called Microservices.

2. Characteristics

2.1. Scope

Lucient Guardian is a proactive service that monitors and diagnoses any deficiency in the SQL Server environment related to the monitored indicators.

Lucient Guardian has the necessary technical and organizational means to perform the service and will avail the custormer of the appropriate technical or professional staff for its provision.

Lucient Guardian mainly provides remote database operation and support services for the customer. The servers underlying the DBs are operated by the customer itself. The customer grants Lucient employees' remote access to the databases in its data center or organizes remote access if the systems are operated in an external data centre. The aim of this service is to guarantee stable operation of the databases as well as to continuously improve the stability of the databases to this end, Lucient provides a professionally trained team which receives and evaluates requests according to the response time agreed in the contract and implements them as agreed. Operations are always carried out in close coordination with customers.

A customer representative is the responsible decision-making authority of the client for all questions and changes and evaluates and decides on change requests. In the event of a fault, Lucient will act on its own responsibility and in the interests of the customer for the standard activities jointly defined in the Lucient Guardian setup. Changes to a setup will not be made without coordination with the customer or end customer.

The customer shall only submit qualified service requests to Lucient according to jointly defined categories and templates. Active call center & dispatching services to the user are not part of this agreement.

2.1.1. Included

The following items are included in the scope of services:

- System diagnosis and fine-tuning. 1st and 2nd level support & operation of the service objects included in the contract (Incident & Problem Management for MS-SQL databases)
- Ticketing system and support hotline 24x7 based on the chosen microservices
- Operational support as "shared-responsibility" for MS-SQL databases of the customer
- Processing of pre-qualified work orders by ticket
- Troubleshooting / incident management for the service objects included in the contract based on the chosen microservices
- Provision of an SLA team with on-call regulations and escalation processes
- Environment monitoring incl. active alerting 24x7
- Patch information about Microsoft releases if microservice “Patches” is chosen
- Subscription licenses for Lucient Guardian tools for SQL Server
- Complimentary use of carefully selected third-party tools
- SQL Server Health Check and initial Set up.

2.1.2. Out of Scope

The following items are not included in the scope of delivery:

- Provision of hardware, OS, licenses, databases
- Consulting and project services as part of the SLA service package
- Provide operational services for third-party hardware or operating systems - End user support
- Active call center & dispatching services to end customer/user.
- Changes to components used by the customer to replace functionality of the Lucient Guardian toolset including carefully selected third-party tools
- Services that are not part of the core services can be requested as extra consulting services based on time and material

2.2. Lucient Guardian Basic Services

2.2.1. Organizational

Following services are provided regarding organizational aspects

- Professional service management according to ITIL best practices
- Management of the Guardian team for the technical and operational support of the Guardian customer
- Service level management: performance monitoring of the agreed service level and service requirements according to the chosen microservices
- Support from the Guardian team:
- Escalation management: Ensuring an escalation process
- Continuous maintenance of the Guardian metadata and the configuration objects in the Guardian dashboard
- Commercial reporting of the services

Customer duty: The customer provides a personal contact person for the cooperation.

2.2.2. Lucient Guardian Service Desk

The Lucient Guardian Service Desk is the single point of contact for Guardian customers. The service desk receives, dispatches and logs incidents and service requests, and monitors their progress. Incidents and service requests are responded to within contractually defined deadlines.

- Operation of a professional service desk set up according to ITIL best practices for receiving and processing incidents and service requests. Requests during "office hours": Monday to Friday, 08:00 - 18:00 CET, excl. national holidays of the customer.
- For SLAs with 24/7 coverage: Additional operation of an on-call organization outside office hours to receive and process incidents.
- Ensuring availability by telephone during the agreed service times
- Provision of a professional IT service management tool: Access for the customer is via the Guardian Portal (24/7)
- Deployment of the Lucient Guardian Secure Remote Access solution
- Ensure receipt and processing of incidents and service requests via phone, email, or support portal, incl.
- Documentation of the request as a ticket in the Lucient Guardian service management tool (FreshDesk)
- Direct contact with technical contacts: communication takes place in the English language
- Dispatching and monitoring of ticket processing across different support levels
- Activation of the escalation process before the response deadline is exceeded
- Documentation of known errors in a central Lucient Guardian knowledge database
- Provision of Lucient Guardian service governance to ensure service quality

To be able to provide support in the event of faults, Lucient sets up remote access to the agreed configuration objects.

For microservices with 24/7 service desk availability,
On-call service for incidents reported by telephone is ensured outside office hours. Service requests and incidents reported via e-mail, or the support portal are processed during office hours.

2.2.3. Reporting

Lucient Guardian service reporting provides an overview and evaluation of all incidents and service requests of the current service period. The identification of incident clusters and the initiation of problem management by Guardian in consultation with the customer are also part of the service.

- Regular creation and delivery of the report by Lucient Guardian, logging of the incident/service request numbers and the affected configuration objects
- Analysis of the report, reporting of accumulations and irregularities by Lucient Guardian
- Continuous maintenance of an incident overview as a basis for problem management activities
- Recommendations for action for the continuous improvement of services

2.2.4. Review

Annual service review meeting on past service period that considers task planning and possible adjustments to the contract for the upcoming service period.

- Internal preparation of the meeting by the Lucient Guardian Team
- Annual meeting with the customer at management level; alternatively, online via Teams or similar platforms (duration max. 2 hours per execution)
- Review of the service, related to the last service period
- Joint discussion and coordination of tasks for the upcoming service period; planning regarding contractual conditions
- Documentation of the meeting in minutes of the time spent by the Lucient Guardian Team.

2.2.5. Service Meeting

Regular online meeting between the customer, and Guardian to coordinate and plan operational issues and tasks.

- Internal preparation of the conference call by the Guardian team
- Periodic telephone conference on operational Guardian topics (duration max. 1 hour per execution)
- Joint coordination and planning of operational and technical tasks
- Recommendations for action to continuously improve service
- Management of tasks by Lucient Guardian (maintenance of task list, logging)

2.3. Implementation and Setup

Lucient can only ensure efficient support if the mentioned SQL Server instances are handed over in a healthy state according to generally accepted best practices. Therefore, a (chargeable) health check is generally performed for the affected instances. The price for the health check includes the implementation of Guardian on the servers as well as the installation of the monitoring instance. If the SQL Server instances are known to Lucient and are obviously in good condition, a health check can be dispensed with.

2.3.1. Setup Requirements

Monitoring Server:

- SQL Server instance with SQL Server 2016 or higher (2019 recommended)
  SQL Express edition: for 1 or 2 monitored instances
  SQL Server Standard edition (up to 40 instances, if enough storage is provided
- Min 16GB, 4 Cores
- Sysadmin Login
- 5-10GB per monitored instance (might be less if performance data should not be kept for long)
- SQL connection to all monitored instances
- RDP access for Guardian Agents through VPN
- Internet access to Azure and FreshDesk
- Installed Lucient Collection and Alert Services
- RDP access for Guardian agents through VPN

Monitored Instances:

- 1 database with 1GB space
- Login with at least following privileges: VIEW SERVER STATE, VIEW ANY DEFINITION, ALTER EVENT SESSION, CONNECT ANY DATABASE
- Sysadmin for the first installation

2.4. Microservices

2.4.1. Guardian Basic Monitoring

Lucient Guardian ensures that the instance is running and online. At the same time, it determines its health status based on Microsoft's common best practices. The customer will be notified immediately if anything suspicious happens. It will be responded according to the agreed SLAs.

Checks included in core service:

- Reporting, alerting
- Check for Instance service availability
- Severe errors
- Check for best practices configuration
- Track changes

Services as part of an optional consulting agreement:

- Changes

2.4.2. Backup

Regular backups are created and regularly audited and restored. A backup schedule is established based on industry standards. The backup media is tested regularly. As a result, the data can be restored at any time.

Checks included in core service:

- Failed backups
- Not running backups within defined ranges per database
- Check for databases without backup
- Transaction Log Growth
- Run time changes
- Backups and planning/scheduling of backups with “the Lucient internal” maintenance solution
- Test restores of selected databases – if customer environment allows or it.

Services as part of an optional consulting agreement:

- Actual restores of databases
- Changes to backup plans that aren’t managed by Lucient

2.4.3. Data Integrity

Alerts are set that immediately sound an alarm in the event of possible corrupt data. Thus, countermeasures can be taken promptly to avert damage and restore the original state. A solution will be suggested, and the implementation supported if desired.

Checks ncluded in core service:

- Failed checks
- Not running checks
- Databases without checks
- Run time changes
- Alerts on errors to detect disk quality degradation (error #823-825)
- Integrity checks (planning/scheduling) with the Lucient internal Maintenance solution
- Fixing of corruption where there is no risk for data loss.

Services as part of an optional consulting agreement:

- Changes to tools that aren't managed by Lucient.
- Recoveries of corruption when risk of data loss is occurrent

2.4.4. Index and Statistics Maintenance

Index maintenance scripts are set up that meet industry standards and run regularly. This way, the indexes are optimally maintained, and the statistics are up to date.

Checks included in core service:

- Failed runs
- Not running indexes
- Run time changes
- Index maintenance (planning/scheduling) with carefully selected third-party tools

Services as part of an optional consulting agreement:

- Specialized and complicated implementations of index maintenance for parts of databases or with other tools than Lucient Guardian...

2.4.5. Capacity Management

Key system parameters are monitored, and information about the use of relevant hardware is collected. This enables Guardian to predict when capacities will reach their limits. The customer receives detailed reports including suggestions when it will be necessary to upgrade the capacities.

Checks included in core service:

- File and volume free space
- File size trend
- CPU trend
- Memory trend

Services as part of an optional consulting agreement:

- Consulting regarding change management of physical/virtual resources.

2.4.6. Job Monitoring

SQL Server Agent jobs are monitored and displayed in case of misbehavior.

Checks included in core service:

- Failed jobs based on policy definitions
- Run time changes
- Root cause in case of an issue
- Solving known problems with a documented solution if Lucient has the permissions to do it and the customer has already approved the type of fix

Services as part of an optional consulting agreement:

- Fixing undocumented problems
- Debugging code.

2.4.7. Patching

Guardian notifies the customer as soon as new service packs, cumulative updates or security fixes are available. If agreed so, Guardian also installs them. Customer must provide approval for patch from external suppliers, if applicable.

Checks:

- Not applied patches
- Core patching (excl. Project management of the patch approval process) on working days

Services as part of an optional consulting agreement:

- Patch testing procedures
- Project management of the patch approval process.

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2.4.8. Performance Monitoring

Guardian finds bottlenecks before they take effect and recommends the best course of action to resolve them. At the same time, Guardians prevents them from recurring in the future.

Checks: *

- Checks based on metrics defined together with the client based on templates

Services as part of an optional consulting agreement:

- Performance or resource tuning

This is an add-on microservice.

2.4.9. Change Tracker

Guardian monitors for unauthorized or unwanted changes to the database structure. All data definition commands are recorded in a log. Thus, it is known immediately who, when, or what has initiated or caused which changes.

Checks:

- Critical changes based on defined policies

2.4.10. High Availability

Guardian monitors the relevant communication parameters and set alarms for abnormal values. In this way, possible degradation of the environment and the potential risk of failure are detected quickly and at the earliest possible stage.

Checks:

- AG Delays
- Failovers
- Health checks (AG, FC)

Services as part of an optional consulting agreement:

- Changes to the environment, operating system, or the configuration in order to troubleshoot or fix failures or involuntary failovers

3. Deliverables

3.1. Setup and SQL Server Health Check

Lucient can only ensure efficient support if said SQL Server instances are handed over in a healthy state according to generally accepted best practices. Therefore, a (chargeable) health check is generally performed for the affected instances. The price for the health check includes the implementation of Guardian on the servers as well as the installation of the monitoring instance. If the SQL Server instances are known to Lucient and are obviously in good condition, a health check is not necessary.
If it is an environment with more than 10 instances, the access is in any case an individual one. Unnecessary redundancies should be avoided in mutual interest. The price for implementation and setup is customized and is determined by the following factors:

- Check to determine the state of the SQL Servers
- Discussion of the definition of KPIs and SLAs at instance level
- Setup of the Guardian monitoring instance
- Implementation of Guardian on the individual instances

3.2. Features

Feature	Dev	Biz
Monitoring	✓	✓
Monthly Report	automated	individually reviewed
Support hotline	Mon -Wed 8-18	Mon -Wed 8-18
Microservices	6 Services incl.	All Services incl.
Monthly Meeting	x	2h
KPIs	standard	individual
Incident Handling	Dev	Biz
High Availability	optional	optional
Extension	Dev+	Biz 24/7

3.3. Service Level Agreements (SLAs)

The times mentioned are the time by which a ticket will be responded to. Since resolution of an issue is not solely within Guardian's control (force majeure, internal customer operations), no resolution time can be guaranteed.

For incidents that occur during core hours (Mon-Fri 8:00 -18:00):

SLAs	Description	Dev	Biz
Urgent	Incidents that are critical to operations and can have a drastic impact on the server.	4 hours	1 hour
High	Incidents that can have significant, but not necessarily critical, impact.	4 hours	2 hours
Medium	Incidents that do not disrupt normal operations but may have an impact on certain aspects.	24 hours	4 hours
Low	Incidents that have little or no impact on the impact on the server.	24 hours	24 hours

For incidents that occur outside core hours (Mon-Fri 18:00-08:00; Sat-Sun; holiday 24h):

24/7 Extender	**Dev**	**Biz**
Urgent	Before 7am next working day	1 hour
High	Before 7am next working day	2 hours
Medium / Low	24 hours	24 hours

3.4. Consulting

Services that are out of scope of the Core Guardian and the booked microservice can be delivered as consulting based on time and material. Consulting services will only be delivered if explicitly requested by the customer. The following services on this list can be included, but Consulting services are not limited to:

Services:

- Changes, Change Management
- Restores of databases
- Performance Analyis
- Performance Tuning
- Fixing undocumented problems
- Debugging code.
- Strategy Consulting
- Migrations
- Consolidation
- Data Platform Modernization
- Patch testing procedures
- Project management of the patch approval process.
- Recoveries of corruption after client's agreement

Booking of individual hours remotely is possible. For on-site services, at least 1 day (=8 hours) must be day (=8 hours) must be charged. The travel expenses for on-site services are charged 1:1.

The smallest unit to be charged is 0.5 hours. 8 hours = 1 day
Already arranged appointments can be cancelled or postponed free of charge by both parties up to 14 days before the respective date.

The requested hours will be charged monthly.

4. Terms and Dates

4.1. Payment

The Lucient Guardian Service Subscription is set up on a yearly renewal basis.

Lucient will bill to the CUSTOMER yearly/quarterly in advance.

CUSTOMER invoicing for Consulting services not included, will be carried out when the corresponding works have been executed on a monthly base.

All invoices should be paid within 30 days of the invoice date.

Failure to pay within the agreed terms and terms will mean the interruption of the Service provision by Lucient. In any case, once the payment is up to date, the service will be resumed as soon as possible, charging the CUSTOMER, where applicable, the corresponding bank charges for arrears

4.2. Contract Period

The term of the contract is ONE (1) YEAR.

The Contract will be renewed automatically for successive periods of one (1) year, unless one of the parties terminates it, at any time during its term, by means of written notification that guarantees confirmation of receipt, with at least One (1) month´s prior notice.

Amendments to this contract may be mutually agreed upon at any time, by means of an additional annex, stating the relevant changes, schedules, and prices.

4.3. Termination of Contract

Any of the parties may terminate this Agreement with immediate effect, by means of written notification with three months' notice, in which it guarantees confirmation of receipt with date, in case of serious breach by the other party of its contractual obligations or in case of exceptional circumstances that justify early termination.

Lucient shall have the right to declare the Contract void immediately, without giving prior notice in writing to the CUSTOMER, should any of the following circumstances arise:

Due to defaults in payment by the CUSTOMER of the corresponding amounts on the due date of each of them.

If the CUSTOMER is declared bankrupt or in a situation of serious insolvency.

4.4. Obligations of the Customer

The CUSTOMER accepts by virtue of this contract, that Lucient offers support separately to the software provided by third parties and if the CUSTOMER keeps maintenance of the software provided by third parties up to date.

The CUSTOMER accepts that the timely provision and access to any documentation, equipment and data, as well as assistance and complete and accurate information from CUSTOMER personnel are essential conditions for a fast and accurate development of Lucient Guardian.

The CUSTOMER is obliged to provide any cooperation (in case of incidents, and direct contact) necessary for the successful implementation of Lucient Guardian. If he does not do so, Lucient is exempt from any liability in case of damage.

In the event that THE CUSTOMER does not respond to repeated requests from Lucient in relation to the resolution of problems and incidents, Lucient may temporarily disable tracking indicators (KPIs) until the incident is resolved.

The essential obligation for Lucient to support Lucient Guardian is for the CUSTOMER to provide the following information to the assigned contact persons:

a. Telephone number, landline and mobile
b. Name of CUSTOMER contact person
c. Production sector
d. Email address

If changes occur in the information provided by CUSTOMER, it is required to send the relevant changes to Guardian@Lucient.com.

The CUSTOMER is required to guarantee the following actions:

a. Correct operation of the hardware in the products covered by the contract.
b. Precautions to locate and eliminate viruses in the environments covered by the contract.
c. Knowledge by Lucient of the CUSTOMER´s product level and version.
d. Access and availability to correct and updated backup copies.
e. Clear communication of the magnitude of the problem and any critical consequences of CUSTOMER operations.

The CUSTOMER is obliged to notify "system-related changes", taken as, but not limited to changes in version numbers, patches, changes in OS version numbers, changes in the use of products, updates, etc., as well as the tasks in the form of migration, updating, patching, cloning, etc.

In case of force majeure, the parties are not held liable with the other party, provided that the force majeure affects the obligations of the party under this contract. Cases of force majeure are considered, among others, natural catastrophes, strikes, etc., as well as other circumstances beyond the control of the affected parties. However, force majeure will not exempt CUSTOMER from payments for work already carried out.

4.5. Obligations of Lucient

Lucient is obliged to carry out the work related to the implementation of the agreed support and/or assistance, which must be carried out by Lucient professional consultants in accordance with the best practices of this professional field. Lucient will be liable, in accordance with current local legal regulations, for errors and negligence during the performance of such assistance.

Lucient will ensure that a list of up-to-date contact persons is sent immediately to the CUSTOMER in case of any changes in Lucient personnel.

Lucient commits to having competent personnel available for Lucient Guardian. If the main contact person with the customer is not available, Lucient will ensure that a Lucient consultant with the same expertise and knowledge of the customer's environment is available to the Customer.

4.6. Liability

Lucient shall not be liable for losses arising from indirect or consequential damage (including loss of expected profits, loss and contamination of data or its restoration, loss of good repute or other similar consequential damages), whether Lucient has been informed or not of the possibility of such losses.

Lucient has contracted professional, product and business liability insurance, being liable for negligence or little expertise in the development of any unresolved incident in the times estimated for it, such responsibility cannot be attributed to Lucient, without legally admissible evidence and compensation cannot exceed TWO MILLION EUROS (€ 2,000,000).

In the event that Lucient has employed subcontractors, Lucient shall be responsible for the services of such subcontractors as if they were their own services. Product liability will rest with Lucient in accordance with the legislation in force at any time, but will have no greater responsibility than required by legal responsibility.

In case of force majeure, the parties are not held liable with the other party, provided that the force majeure affects the obligations of the party under this contract. Cases of force majeure are considered, among others, natural catastrophes, strikes, etc., as well as other circumstances beyond the control of the affected parties. However, force majeure will not exempt CUSTOMER from payments for work already carried out.

4.7. Non-solicitation of employee clause

It is agreed between CUSTOMER and Lucient (as service provider), the non-recruitment of mutual staff for the duration of the signed service contract and until two years after the conclusion of the work contracted.

The CUSTOMER Company undertakes not to make job offers to Lucient personnel. In case of recruitment of Lucient personnel by the CUSTOMER, the latter must pay Lucient at least triple the total value of the last contract in force, with a minimum penalty of € 36,000.00.

Lucient also undertakes not to make job offers to CUSTOMER personnel. Likewise, in case of recruitment of CUSTOMER personnel by Lucient, at least triple the value of the last contract in force must be paid, with a minimum penalty of € 36,000.00

4.8. Duty of cooperation

For the provision of the Service, the CUSTOMER´s collaboration will be necessary, who will facilitate Lucient access to all the necessary information for the correct development of the object of this Contract.

The CUSTOMER must provide secure remote access to its servers, to properly deal with incidents. For this, the CUSTOMER is provided with documents with technical permissions necessary to connect to its servers and technical requirements for the monitoring server.

The breach of the duty of cooperation on the part of CUSTOMER, or its employees and collaborators, exonerates Lucient from any liability arising from the breach of its obligations in accordance with the provisions of this Contract.

Lucient has the autonomy to enable or disable tracking indicators (KPIs) depending on the need for support that it detects from CUSTOMER; it can also collect monitoring information for the proper functioning of Lucient tools.

4.9. Intellectual and Industrial Property

All contents, as well as tools and items used for the provision of services that the CUSTOMER contracts, are completely original from or correctly licensed by Lucient, the latter having full ownership and rights in respect thereof, guaranteeing the CUSTOMER that they do not contravene or damage any law, or rights and interests of third parties with respect to intellectual property and industrial property rights and/or unfair competition.

Lucient states that the entirety of Lucient Guardian, as well as the documentation provided to CUSTOMER, within the framework of this contract is its own authorship or correctly licensed, having relied on other works, studies, or its own files, and that it is not a copy or plagiarism, nor total or partial of other works or similar documentation of others, being the result obtained by Lucient of an original product that does not infringe any law or rights of third parties and especially those related to industrial and intellectual property. If it is developed by third parties, all the necessary licenses and permits will be available.

4.10. Confidelity

The information and documentation provided by the CUSTOMER to Lucient is confidential, and is therefore for the internal and exclusive use of professional staff or employees hired by Lucient for the Service, and may not be transferred or communicated to third parties, unless such assignment or communication is inherent in the provision of the Service. The legal obligation of confidentiality will endure beyond the term of this Agreement.

4.11. Data Protection

In compliance with the provisions of the EU Regulation 2016/679 of the European Parliament and the Council of April 27, 2016, CUSTOMER data will be collected for processing under the responsibility of "Lucient Data SAl" and whose purpose is compliance with the contractual relationship with Lucient. The CUSTOMER may exercise the rights of access, rectification, restriction of treatment and erasure, as well as the possibility of withdrawing their consent, being able to exercise them in writing through physical mail to the address indicated in this Contract or by sending an email to: legal@Lucient.com.

Lucient will only process personal data according to the CUSTOMER´s instructions, will not apply them or use them for a purpose other than that contemplated and will not communicate them, even for their storage to third parties, without the CUSTOMER´s prior written consent.

Lucient has adopted and implemented the necessary technical and organizational security measures, which guarantee the security of personal data and avoid their alteration, loss, treatment or unauthorized access, in accordance with the provisions of the EU Regulation 2016 / 679 and current legislation.

Upon termination of this Agreement, personal data must be destroyed or returned to the CUSTOMER. The cancellation will result in the blocking of data, which is retained only to make it available to Public Administrations, Judges and Courts, to attend any potential liabilities arising from processing during the statutory retention period.

Lucient undertakes to communicate and ensure that its employees and collaborators fulfil the obligations set out in the preceding paragraphs and in particular those relating to the duty of secrecy and security measures.

4.12. Jurisdiction

For any discrepancy concerning the interpretation, application and execution of this Contract, the Handelsgericht Wien will be competent, the parties expressly waiving any other jurisdiction that may correspond to them. Likewise, the applicable regulations will be those governed by Austrian Legislation.

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