

GCloud Service Terms & Conditions

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1. Introduction

This document provides the Service Terms and Conditions of Leonardo's GCloud Offerings.

2. Services

The supplier shall provide the services according to industry best practice.

3. Intellectual Property Rights

The Customer acknowledges and agrees that, as between the parties, the Supplier and/or its licensors own all Intellectual Property Rights in all materials connected with the Services and in any material developed or produced in connection with this agreement by the Supplier, its officers, employees, or agents. Except as expressly stated herein, this agreement does not grant the Customer any rights to such Intellectual Property Rights.

Nothing in this agreement affects either party's rights in Background Intellectual Property (including pre-existing Intellectual Property Rights of either party contained in or relating to Confidential Information). The Customer shall own and retain all rights, title and interest in and to the Customer Data. The Supplier shall have no rights to access, use or modify the Customer Data unless it has the prior written consent of the Customer.

The Supplier hereby grants to the Customer a perpetual, non-exclusive, royalty-free, license to use all of the Supplier's Background Intellectual Property solely in connection with the provision of the Services for the duration of this Agreement.

4. Liability

Any reports, letters or communications, both verbal and written, are made in good faith and on the basis of the information available to the supplier at that time. The supplier will not be liable to the customer for any losses or claims which have arisen from the customer's misinterpretation of any recommendations unless as a result of fraudulent or negligent misrepresentation by the supplier.

5. Export

Each party shall comply with all export control laws.

6. Reports

Reports submitted and advice given by the supplier are for the use only of the customer concerned, or in turn their clients, and are not to be reproduced or disclosed to third parties without prior consent confirmed in writing by the supplier. Such consent shall not be unreasonably withheld.

