

GCloud Service Agreement

This Cloud Service Agreement provides general agreement between Georgian Research and Educational Networking Association GRENA (identification number: 204931654, address: 4a Chovelidze str. 0108 Tbilisi, Georgia) (in future GCloud provider) and GCloud user (in future User) on terms of use of GCloud Services provided by GCloud provider.

GCloud Services

- GCloud provider offers Public Cloud Services and other Open Source Software as a Service features via network. These services are designed to be available 24/7, subject to maintenance. User will be notified of scheduled maintenance. Technical support for individual additional requirements may be requested and further defined by additional agreement between GCloud provider and the User.
- GCloud provider will provide the facilities, personnel, equipment, software and other resources necessary to provide the Public Cloud Services available through GCloud User Interface. (Available at URL: <https://my.gcloud.ge>, <https://console.gcloud.ge>)
- GCloud provider may offer Non-GCloud services, or GCloud service may enable access to Non-GCloud services, that may require acceptance of third party terms. Linking to or use of Non-GCloud services constitutes User's agreement with such terms. GCloud Service agreement should not be considered as Non-GCloud service agreement. GCloud provider is not a party to such third party agreements and is not responsible for such Non-GCloud services.
- User accepts pricing policy for GCloud services, available at GCloud User Interface. GCloud provider reserves the right to change pricing policy according to company and/or market's requirements, without notice.
- GCloud provider will provide hardware, software and connectivity to access and use GCloud Services, including any required User-specific URL addresses.
- User may access GCloud Services only to the extent of authorizations acquired by User. User is responsible for use of GCloud Services by any user who accesses GCloud Services with User's account credentials. GCloud Services may not be used in any jurisdiction for unlawful, illegal, obscene, offensive or fraudulent Content or activity, such as advocating or causing harm, interfering with or violating the integrity, proper functionality or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code, or violating GCloud provider's and/or third party's rights. In addition, User may not use GCloud Services if failure of the Cloud Service could lead to death, bodily injury, or property or environmental damage. User may not i) reverse engineer any portion of GCloud Services; ii) assign or resell direct access to GCloud Services to third party outside User's Enterprise; or iii) combine GCloud Services with User's value add to create a commercially available User branded solution that User markets to its end user customers unless otherwise agreed.

- GCloud Service or feature of GCloud Services is considered “Preview” when GCloud provider makes such services or features available at no charge, with limited or pre-release functionality, or for a limited time to try available functionality (such as beta, trial, no-charge, or preview designated GCloud Services). Preview services are excluded from available service level agreements. A Preview service may not be covered by support and GCloud provider may change or discontinue a Preview service at any time and without notice. GCloud provider is not obligated to release a Preview service or make an equivalent service generally available.

Content and Data Protection

- Content consists of all data, software, and information that User or its authorized users provides, authorizes access to, or inputs to GCloud Services. Use of GCloud Services will not affect User’s ownership or license rights in such Content. GCloud provider, its affiliates, and contractors of either, may access and use the Content solely for the purpose of providing and managing GCloud Services. GCloud provider will treat all Content as confidential by not disclosing Content except to GCloud provider employees and contractors and only to the extent necessary to deliver GCloud Services.

- User is responsible for obtaining all necessary rights and permissions to enable and grants such rights and permissions to GCloud provider, its affiliates and contractors of either, to use, provide, store and otherwise process Content in GCloud Service. This includes User making necessary disclosures and obtaining consent, if required, before providing individuals’ information, including personal or other regulated data in such Content. GCloud service provider is not considered as personal data controller in terms of Content. If any Content could be subject to governmental/legal regulation or may require security measures beyond those specified by GCloud provider for GCloud Services, User will not input, provide, or allow such Content unless GCloud provider has otherwise first agreed in writing to implement additional security and/or other measures.

- GCloud provider will return or remove Content from GCloud computing resources upon the expiration or cancellation of GCloud Service, or earlier upon User’s request. GCloud provider may charge for certain activities performed at User’s request (such as delivering Content in a specific format). GCloud provider does not archive Content, however some Content may remain in GCloud Service backup files until expiration of such files as governed by GCloud provider backup retention practices.

- Upon request by either party, GCloud provider, User or affiliates of either, will enter into additional agreements as required by relevant law in the prescribed form for the protection of regulated personal data included in Content. The parties agree (and will ensure that their respective affiliates agree) that such additional agreements will be subject to the terms of the Agreement.

Changes

- User acknowledges that GCloud provider may modify GCloud Services from time to time at GCloud provider's sole discretion and such modifications will replace prior versions as the effective date. The intent of any modification will be to improve or clarify existing GCloud Services, provide additional features and functionality. Modifications will not degrade the security or data protection features or functionality of GCloud Services.

Warranties

- GCloud provider warrants that it provides GCloud Services using commercially reasonable care and skill. The warranty for GCloud Services ends when GCloud Services end.

- GCloud provider does not warrant uninterrupted or error-free operation of GCloud Services or that GCloud provider will correct all defects or prevent third party disruptions or unauthorized third party access. These warranties are the exclusive warranties from GCloud provider and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement and fitness for a particular purpose. GCloud provider warranties will not apply if there has been misuse, modification, damage and/or dysfunction not caused by GCloud provider, or failure of User to comply with instructions provided by GCloud provider. Preview services and third party services are made available under the Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to User.

Charges and Payment

- All GCloud Services, including payable third party services are considered to be Prepaid Services. User agrees to pay all applicable charges required for starting of using GCloud Services or maintain already used GCloud Services in advance before Payment Expiration Time. GCloud provider will notify User about payment expiration time 24 hours prior to expiration. User is responsible to pay all applicable charges to continue using GCloud Services before expiration time. Otherwise, all payable GCloud Services will be suspended and will not be accessible for the User. GCloud provider gives reasonable time to the User to pay necessary charges to resume usage of GCloud Services, but is not responsible for any disruption or damage, caused by forced suspension of GCloud Services due to payment expiration.

Liability

- GCloud provider's entire liability for all claims related to the Agreement will not exceed amount of any actual direct damages incurred by User up to the amounts paid (up to 3 months' charges apply) for the service that is the subject of the claim, regardless of the basis of the claim. GCloud provider will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to GCloud provider, its affiliates, contractors and suppliers.

- GCloud provider has no responsibility for claims based on Third party products and services, items not provided by GCloud provider, or any violation of law or third party rights caused by User's Content, materials, designs, or specifications.

Term and Termination

- The term of GCloud Services begin on the date GCloud provider notifies User that User can access GCloud Services. All GCloud Services are available for the User on Prepaid basis and can be used continuously by the User until payment expiration date. GCloud Services will be suspended and/or limited for the User at payment expiration time, if next payment required for continuous service delivery is not provided.
- GCloud provider may suspend or limit to the extent necessary, User's use of GCloud Services if GCloud provider determines there is a material breach of User's obligations, a security breach, violation of law/regulations, or breach of the terms set in this Agreement. If the cause of the suspension can reasonably be remedied, GCloud provider will provide notice of the actions User must take to reinstate GCloud Service. If User fails to take such actions within a reasonable time, GCloud provider may terminate GCloud Services. Failure to pay is a material breach.
- User may terminate GCloud Service Agreement at any time without notice by deactivating GCloud Service account. All Content, materials and data related to this account will be automatically deleted and may not be restored. On Agreement termination no refund will be provided by GCloud provider if User's last payment is not expired.

Laws and Geographic Scope

- Each party is responsible for complying with laws and regulations applicable to its business and Content and import, export and economic sanction laws and regulations, including defense trade control regime of any jurisdiction.
- Both parties agree to the application of the laws of Georgia without regard to conflict of law principals. The rights and obligations of each party are valid only in the country of User's business address. If User or any user exports or imports Content or use of any portion of GCloud Services outside the country of User's business address, GCloud provider will not serve as the exporter or importer, except as required by data protection laws.
- All disputes or claims arising out of or in connection with this Agreement, shall be settled by the courts of Georgia.

General

- GCloud provider is an independent contractor, not User's agent, joint venturer, partner, or fiduciary and does not undertake to perform any of User's regulatory obligations or assume any responsibility for User's business or operations. GCloud provider is an information technology provider only. Any directions, suggested usage,

or guidance provided by GCloud provider or GCloud Services does not constitute medical, clinical, legal, accounting or other licensed professional advice. User and its authorized users are responsible for the use of GCloud Services within any professional practice and should obtain their own expert advice. User is responsible for its use of GCloud Services and Non-GCloud third party services. Each party is responsible for determining the assignment of its and its affiliates' personnel, and their respective contractors, and for direction, control and compensation.