

## Weather Company Max Solution

本“服务描述”描述云服务。适用的订单文档提供有关客户订单的定价和其他详细信息。

### 1. 解决方案描述

Weather Company 媒体产品可协助组织管理天气和交通信息的呈现效果，包括在多媒体平台（包括现场直播、网络、移动和社交平台）上提供的天气和交通数据的外观。Weather Company 媒体产品的典型配置包括移动应用程序、Web 窗口小部件以及基本组件和可选组件，由以下部分组成：工作站硬件、软件服务产品和数据订阅源。

#### 1.1 软件服务产品

除非在下面的程序描述中另有指定，否则能够以永久许可或固定期限许可形式向客户授予以下程序的许可。客户的 PoE 将指定授予客户的许可类型。

##### 1.1.1 Weather Company Max Solution 软件

###### a. Weather Company Max Weather

此程序是基本软件服务产品，能够使用各种工具、Weather Company 和客户提供的数字媒体以及天气数据订阅源来构建多维天气展示。

###### b. 基本附加服务产品

###### (1) Weather Company Max Weather and Storm

增加执行风暴跟踪操作的功能，并且可以选择集成区域雷达（可从 IBM 单独获得许可），一切都通过单个用户界面来完成。

###### (2) Weather Company Max Studio

使用 MAGICTRAK 技术或客户采购的触摸屏显示器，确保天气播报员在播报灾难性天气和其他日常天气状况时从来不必离开绿光屏或离开触摸屏，防止中断天气和其他日常天气报道，并以非线性方式执行此操作。

###### (3) Weather Company Max Connect

适用于 Apple iPad Pro 的应用程序，它支持天气预报员从 Max Storm 到 Max Reality、从播音室甚至远程位置（使用适当的连接）与许多 Weather Company 媒体产品互动。

###### (4) Weather Company Max Sky

增加了日间预测独有的可视性，以帮助增加天气广播的多样性，并且包含简单的赞助商机，吸引广告客户。

###### (5) Weather Company Max Reality

通过使用先进的增强现实技术来创建可完善常规天气广播的 Max 视觉对象、风暴和大气事件的三维图像，直观呈现天气数据。Reality 还包括融合虚拟集技术或将物理集和虚拟集组合到单一广播中的功能。

###### (6) Weather Company Max 完整解决方案

将 Max 与 Max Storm、Max Sky、Max Studio 和 Max Connect 捆绑。不包含 Max Reality 和 Max Traffic。

###### (7) Weather Company Max Street Level Mapping Data

仅可在永久许可授予下获得此程序的许可。它包括由客户感兴趣区域的公路、道路和街道组成的数据库。这些数据将自动显示在 Max/Max Storm 和/或 Max Traffic 应用程序上，这些应用程序的外观由最终用户设计。

###### (8) Weather Company Max Continuous Play

此程序是允许扩展回放的 Max 版本，专为 24x7 式全天候天气预报视频输出而设计。

### (9) Weather Company Max Engage with Watson

利用增强智能 (AI) 和自动化来帮助检测天气和交通事件，可以为其创建、发布和定位视频、图像和文本，可通过移动设备、Web、Facebook、Twitter、Apple TV、Roku、FireTV 等来分发这些视频、图像和文本，所有这一切都不必依赖气象学家的帮助。

### (10) Weather Company Max Wind Particles

Weather Company Max Wind Particles 增加了预测风量独有的可视性，以帮助增加天气广播的多样性。

## c. Weather Company Max Traffic

### (1) Weather Company Max Traffic

允许显示交通流量数据、彩色编码的速度数据以及事件数据，旨在描绘交通事故、损坏车辆和建筑物等。Max Traffic 可以与 Max Weather（或 Max Weather and Storm）相结合，允许通过单个界面来显示天气信息和交通信息。

## 1.1.2 Weather Company Max Cirrus

这一解决方案软件部分的入门级实现包括以下程序服务产品：

### a. Weather Company Max Cirrus – Base

该解决方案适用于具有更适度的天气播报需求的广播媒体公司。它基于 Max Weather 架构，但不包含本地数据处理，而是通过云来交付所有数据。Cirrus 的 Base 程序包中包含一个预构建的现场直播场景库，但不包括编辑场景或添加 Max Sky 或 Max Reality 的功能。

### b. Weather Company Max Cirrus – Premium

该解决方案适用于具有中等天气播报需求的广播媒体公司。它基于 Max Weather 架构，但不包含本地数据处理，而是通过云来交付所有数据。Cirrus 的 Premium 程序包中包含一个预构建的现场直播场景库，可以编辑该库，也可以在 Base 程序包之外扩展 Max 工具集。不包含添加 Max Sky 或 Max Reality 的功能。

### c. Weather Company Max Cirrus – Traffic Base

该解决方案适用于具有更适度的交通播报需求的广播媒体公司。它基于 Max Traffic 架构，但不包含本地数据处理，而是通过云来交付所有数据。Cirrus 的 Base 程序包中包含一个预构建的现场直播场景库，但不包括编辑场景的功能。不包含添加 Max Sky 或 Max Reality 的功能。

### d. Weather Company Max Cirrus – Traffic Premium

该解决方案适用于具有中等交通播报需求的广播媒体公司。它基于 Max Traffic 架构，但不包含本地数据处理，而是通过云来交付所有数据。Cirrus 的 Premium 程序包中包含一个预构建的现场直播场景库，可以编辑该库，也可以在 Base 程序包之外扩展 Max Traffic 工具集。不包含添加 Max Sky 或 Max Reality 的功能。

## 1.1.3 Windows® 10 IoT Enterprise 2019 LTSC Upgrade High End (ESD)

此 Microsoft Windows 软件将通过 Weather Company Max Solution – Remote Setup Service 服务产品作为 Weather Company Max Solution Systems 或 Livewire Solution System 的一部分部署在客户设备上（请参阅下面的第 1.6 节“云服务加速服务”）。使用此 Microsoft 软件的权利将按照下列许可条款分许可给客户：<https://www.ibm.com/weather/licenses/microsoft>。

接受此“服务描述”的条款或使用此软件，即表示客户同意 Microsoft 的许可条款。

## 1.1.4 Weather Company Livewire Software

此程序是现场直播天气警报系统 Livewire 的基本软件服务产品。此许可证包含构建定制屏幕布局的功能，其中可能包括使用 Weather Company 和客户提供的数字媒体以及天气数据订阅源（如 Weather Wire Data）的恶劣天气“搜寻”区域、彩色编码的县域描绘等图片、雷达图等。

## 1.1.5 Weather Company Livewire Text to Speech

此程序允许将 LiveWire 恶劣天气消息滚动播出文本转换为口头语言，以满足美国联邦通信委员会的要求，即为有视力障碍的电视观众提供此类消息。

### 1.1.6 Watson Captioning Live Software

此程序可捕获电视台程序输出，剥离音频部分，然后将该音频发送到基于云的 Watson Media 语音转文本引擎 Watson Captioning Live。随后，它会重新捕获返回的文本数据，并将其提供给兼容电视台所有的隐藏式字幕编码器。使用此程序还需要订购 Watson Captioning Live 基于云的服务，以及 Watson Captioning Live RS-160、Watson Captioning Live SR250 服务器或经 IBM 批准用于 Watson Captioning Live 解决方案的等效平台。

## 1.2 Workstation Hardware

如果当 IBM 收到订单时，系统无法在可接受的“客户要求到货日期”内提供，IBM 可以使用与原始订购系统的官方公布的规格相兼容的系统，替代订购的系统（订单调整）。IBM 将通知客户并及时向客户提供一个报价（如适用）。订单调整由 IBM 自行决定，替换系统和系统服务（如果已购买）将按原报价上所列的价格提供。

### 1.2.1 Weather Company Max Solution Systems

Weather Company Max Solution 软件服务产品是在一组 Weather Company Max Solution System 工作站以及相关外围设备上实施和部署的。特定的工作站用于数据采集和存储、数字媒体收集和服务、数字发布以及现场直播。

根据销售时的客户需要在交易文档中指定下面列表中的客户具体配置和工作站数量。

#### a. Weather Company Max Solution - 工作站 z8G4

一种具有 nVIDIA 图形和 AJA 视频输出子系统（是组织用来显示高质量广播视频的主要系统）的基于 HP 的高端工作站。

#### b. Weather Company Max - 数字内容系统 z4G4

具有 nVIDIA 图形的基于 HP 的工作站，用于根据需要为组织的数字属性（Web、移动、社交）制作数字内容。

#### c. Weather Company Max Solution - 双核 z4G4

一对基于 HP 的工作站，可以接收和存储天气、交通（或天气和交通）数据，还可以充当其他 Weather Company Max Solution System（例如工作站和数字内容系统）所使用的通用和特定于组织的内容（例如，图标、条幅、Max 场景等）的中央存储库。

#### d. Weather Company Max Solution - 超级双核 z4G4

一对基于 HP 的工作站，可以接收和存储天气、交通（或天气和交通）数据，还可以充当其他 Weather Company Max Solution System（例如工作站和数字内容系统）所使用的通用和特定于组织的内容（例如，图标、条幅、Max 场景等）的中央存储库。该解决方案包括 Microsoft Windows Server 操作系统，允许来自标准双核解决方案所提供的主要 Weather Company Max Solution 工作站的更多连接。

#### e. Weather Company Wireless Talent Switch Kit

一个硬件部件集合，可促进天气和/或交通预报员与 Max Solution 系统的交互。此类交互可能包括向前推进、倒放和回放节目以及鼠标控制（与 Max MagicTrak 功能配合使用）。此工具箱中的接收单元和主机单元都基于因特网协议，并且与 Max 工作站系统在同一网络上。此工具箱可处理多达四 (4) 个工作站，并包含两 (2) 个 Teleradio Panther 手持远程单元。

#### f. Weather Company 19 英寸平板显示器

此显示器可与以下任何服务产品结合使用：

- Weather Company Max Solution – 双核 z4G4 客户设备硬件
- Weather Company Max Solution – 超级双核 z4G4 客户设备硬件
- Weather Company Max - 数字内容系统 z4G4 客户设备硬件

#### g. Weather Company 24 英寸平板显示器

此显示器可与以下任何服务产品结合使用：

- Weather Company Max Solution - 工作站 z8G4 客户设备硬件
- Weather Company Max - 数字内容系统 z4G4 客户设备硬件

h. **Weather Company Teleradio Wireless Remote**

一种手持远程控制设备，可与早期的 Wireless Talent Switch Kit 配合使用。

i. **Weather Company Teleradio Panther Wireless Remote**

一种手持远程控制设备，可与最新一代的 Wireless Switch Kit 配合使用。因为 Weather Company Wireless Talent Switch Kit 随附了两 (2) 个此类单元，因此这些 Weather Company Teleradio Panther Wireless Remote 单元仅用于替换目的。

### 1.2.2 Livewire Solution Systems

Weather Company Livewire Solution 软件服务产品是在一组 Weather Company Livewire System 工作站上实施和部署的。使用特定工作站来收集和存储数据以及完成现场直播。

a. **Weather Company Max Solutions System - z4G4 Livewire**

一种本地中型工作站，它会生成一个视频信号，用于向电视观众现场直播天气和其他重大事件（如龙卷风警告、强雷暴预警、安珀警报等）。此视频信号可能包含下（或上）三分之一区域搜寻、雷达图及其他覆盖主节目段的辅助数据。z4G4 Livewire 需要使用 z2G4 Simulcast 系统来访问天气数据。

b. **Weather Company Max Solutions System – z2G4 Simulcast**

一种本地工作站，它是主要的天气数据摄入系统，可馈送此类数据并向 z4G4 Livewire 系统提供命令和控制界面。对于电视台，可通过远程访问功能从最多三 (3) 个位置访问 Simulcast 系统，前提是此系统与 Livewire 系统在同一个网络中。

### 1.2.3 Watson Captioning Live System

Watson Captioning Live 解决方案利用 Watson 认知功能自动执行隐藏式字幕服务 - 为企业提供了可扩展的解决方案。此解决方案可使用机器学习技术让字幕准确度越来越高，从而简化工作流程。它是在单服务器类的 Watson Captioning Live 系统上实施和部署的。此系统还需要订购 Watson Captioning Live 云服务。

a. **Watson Captioning Live RS-160**

一种基于 LENOVO 的本地服务器，可简化电视台音频的捕获，更轻松地将其转换为电视台隐藏式字幕设备可用的文本，确保电视台向听力受损的观众提供新闻播报和其他直播节目的背景信息。此服务器摄入电视台节目，剥离音频部分，并将其发送到基于云的 Watson Captioning Live 服务以便将语音转换为文本。此文本数据将返回到本地服务器，然后由该服务器将文本数据馈送到电视台所有的字幕编码器，以便为现场直播节目提供现场直播字幕。

b. **Watson Captioning Live SR250**

一种基于 LENOVO 的本地服务器，可支持最多两 (2) 个独立频道，每个频道均可简化电视台音频的捕获，更轻松地将其转换为电视台隐藏式字幕设备可用的文本，确保电视台向听力受损的观众提供新闻播报和其他直播节目的背景信息。此服务器摄入电视台节目，剥离音频部分，并将其发送到基于云的 Watson Captioning Live 服务以便将语音转换为文本。此文本数据将返回到本地服务器，然后由该服务器将文本数据馈送到电视台所有的字幕编码器，以便为现场直播节目提供现场直播字幕。

### 1.2.4 Radar System

此服务产品提供了一个雷达和（如果未提供 Weather Company Max Solution）一个小型专用工作站 Weather Company Oil & Gas Radar - z2G4 System（该工作站将连接到雷达）。此工作站（或 Weather Company Max Solution 核心系统）将捕获雷达中的天气数据，然后将这些数据传输回 IBM，由 IBM 处理这些数据并仅向客户提供这些数据。

a. **Weather Company Oil & Gas Radar - z2G4 System**

一种支持专用雷达的本地工作站，几乎可在任何有因特网连接的位置获取并安装。此工作站常用于不提供实时天气数据的远程位置，例如，远程石油和天然气平台。此系统摄入原始的辐射式雷达数据，并通过公共因特网近乎实时地将此类数据发送到 IBM，以便在 Weather Company Operations Dashboard 中查看并用于近期天气预测。

### 1.3 云服务– Weather Company Max Solution Data

Weather Company Max Solution Data 包含特定于地理的程序包，包括 Worldwide、European、Eastern Pacific 或 US。每个都包含各种观察到的地表数据、卫星和天气模型数据。

“数据”指按下面所述，通过云服务提供的天气或交通数据（包括但不限于观察、预测、地图和图表）。

### 1.3.1 Weather Company Max Data – Europe

该数据包中包含来自全球预报系统 (GFS) 和欧洲中期天气预报中心 (ECMWF) 政府模型的各种观测地表数据、卫星和天气模型数据, 来自美国国家飓风中心 (NHC) 和联合台风警报中心 (JTWC) 顾问机构的专用 Weather Company 深雷模型和热带数据、NHC Spaghetti 模型图、观测到的海表温度和浪高。它还包含欧洲雷达综合图。

Europe 包需要以下项之一: Weather Company Max Weather、Max Weather and Storm、Cirrus Weather Base 或 Cirrus Weather Premium。

### 1.3.2 Weather Company Max Data – World

该数据包中包含来自全球预报系统 (GFS) 和欧洲中期天气预报中心 (ECMWF) 政府模型的各种观测地表数据、卫星和天气模型数据, 来自美国国家飓风中心 (NHC) 和联合台风警报中心 (JTWC) 顾问机构的专用 Weather Company 深雷模型和热带数据、NHC Spaghetti 模型图、观测到的海表温度和浪高。

World 包需要以下项之一: Weather Company Max Weather、Max Weather and Storm、Cirrus Weather Base 或 Cirrus Weather Premium。

### 1.3.3 Weather Company Max Data – US Storm

该数据包中包含来自全球预报系统 (GFS) 和欧洲中期天气预报中心 (ECMWF) 政府模型的各种观测地表数据、卫星和天气模型数据, 来自美国国家飓风中心 (NHC) 和联合台风警报中心 (JTWC) 顾问机构的专用 Weather Company 深雷模型和热带数据、NHC Spaghetti 模型图、观测到的海表温度和浪高。此外还包含来自美国国家气象局的近乎实时的流式雷达数据。

US Storm 包需要 Weather Company Max 和 Storm 软件程序的许可。

### 1.3.4 Weather Company Max Data – Canada Storm

该数据包中包含来自加拿大全球环境多尺度 (GEM) 指数、美国全球预报系统 (GFS) 和欧洲中期天气预报中心 (ECMWF) 政府模型的各种观测地表数据、卫星和天气模型数据, 来自美国国家飓风中心 (NHC) 和联合台风警报中心 (JTWC) 顾问机构的专用 Weather Company 深雷模型和热带数据、NHC Spaghetti 模型图、观测到的海表温度和浪高。此外还包含加拿大雷达数据。Canada Storm 包需要 Weather Company Max 和 Storm 软件程序的许可。

### 1.3.5 Weather Company Livewire – Weather Wire Data

该数据包中包含所有国家气象局警报 (警告、预警和通告)。仅在美国提供这些警报。

### 1.3.6 Weather Company Max Data – Sky

该数据包通过从面向北美的专用 12KM Weather Company 深雷模型提供预测参数来支持 Max Sky 解决方案。

该 Sky 数据包需要以下项之一: Weather Company Max Weather 或 Max Weather and Storm。

### 1.3.7 Weather Company Max Data – Sky Global

该数据包通过从专用 13KM Weather Company 深雷模型提供预测参数来支持 Max Sky 解决方案。

该 Sky 数据包需要以下项之一: Weather Company Max Weather 或 Max Weather and Storm。

### 1.3.8 Weather Company Max Data – Storm Eastern Pacific

该数据包中包含来自全球预报系统 (GFS) 和欧洲中期天气预报中心 (ECMWF) 政府模型的各种观测地表数据、卫星和天气模型数据, 来自美国国家飓风中心 (NHC) 和联合台风警报中心 (JTWC) 顾问机构的专用 Weather Company 深雷模型 (包括 12 和 4 Km 特定美国领域) 和热带数据、NHC Spaghetti 模型图、观测到的海表温度和浪高。

Storm Eastern Pacific 包需要以下项之一: Weather Company Max Weather、Max Weather and Storm、Cirrus Weather Base 或 Cirrus Weather Premium。

### 1.3.9 Weather Company Max Data – Traffic

该数据包中包含来自 INRIX 的交通流量和事件 (交通事故、损坏车辆、建筑信息等) 数据。

该包需要以下项之一: Weather Company Max Traffic、Cirrus Traffic Base 或 Cirrus Traffic Premium。

此服务产品包含以下可选功能（如果需要）：

- Max Traffic Map - 基于 Web 的交互式地图，包含交通流量和事故数据
- Max Traffic Data API - 可以集成到客户的其他数字资产中的交通事故数据源

### **1.3.10 Weather Company Max Data – Lightning Service – Regional Standard Edition**

该数据包中包含实时馈送的云间和云内雷电数据。覆盖区域约为 250x250 平方英里。

### **1.3.11 Weather Company Max Data – Lightning Service – Large Regional Standard Edition**

该数据包中包含实时馈送的云间和云内雷电数据。覆盖区域约为 500x500 平方英里。

### **1.3.12 Weather Company Max Data – Lightning Service – US Continental Standard Edition**

该数据包中包含实时馈送的云间和云内雷电数据。覆盖区域为美国本土。

### **1.3.13 Weather Company Max Data – Lightning Service – Global Standard Edition**

该数据包中包含实时馈送的云间和云内雷电数据。覆盖区域为人口密集的区域。

### **1.3.14 Weather Company Max Data – Wind Particles**

该数据包中包含通过 Weather Company Max Wind Particles 选项为电视提供的预测可视性，包括生成预测风量可视性所需的数据。

Wind Particles 包需要 Weather Company Max Wind Particles Hundred Thousand Population。

## **1.4 云服务 – Weather Company Max 附加服务产品**

### **1.4.1 Weather Company Max Engage for Enterprise Event Monitor**

Weather Company Max Engage for Enterprise Event Monitor 服务可向希望监控天气状况并采取相应业务措施的企业运营部门和员工提供天气和交通监控以及地理定位。它自动发布与天气和交通相关的警报，可独立于 Weather Company Max Solution 使用。

### **1.4.2 Weather Company Max Social Post Turbo**

能够向 Facebook 和 Twitter 发布文本、视频或快照，还可以使用已发起内容将广告植入 Facebook。

此服务产品需要配置 Weather Company 媒体产品，其中包括基本组件和可选组件，这包括：工作站硬件、软件服务产品和数据订阅源。

### **1.4.3 Weather Company Max Social Post Turbo and Dialog**

包含 Max Social Post Turbo 的所有功能，另外还包含 Social Dialog，用户可使用此功能将内容从 Facebook、Instagram 和 Twitter 提取到系统中。

此服务产品需要配置 Weather Company 媒体产品，其中包括基本组件和可选组件，这包括：工作站硬件、软件服务产品和数据订阅源。

## **1.5 维护与升级和支持服务产品**

### **1.5.1 Weather Company Max Solution Maintenance**

Weather Company Max Solution Maintenance 服务产品使客户有权使用支持和软件更新。无论购买的永久或有期限的软件许可的数量如何，都存在年付价格。仅针对受支持的硬件平台上最新发布的软件版本和前一版本提供更新。某些软件更改可能需要硬件升级（如内存、显卡、硬盘空间升级等），此类升级由客户负责完成。

#### **a. Weather Company Max Solution – Maintenance**

授权使用所有 Weather Company Max Solution 服务产品（Weather Company Max Traffic、Weather Company Livewire 和 Weather Company Max Street Level Mapping Data 服务产品除外）的支持和软件更新。

#### **b. Weather Company Max Traffic – Maintenance**

授权使用 Weather Company Max Traffic 的支持和软件更新。

### c. **Weather Company Max Street Level Mapping Data – Maintenance**

授权使用 Weather Company Street Level Mapping Data 的支持和软件更新。

#### **1.5.2 Weather Company Livewire – Maintenance**

Weather Company Livewire Maintenance 服务产品授权客户使用 Livewire 和 Simulcast 解决方案的支持和软件更新。无论购买的永久或有期限的软件许可的数量如何，都存在年付价格。

#### **1.5.3 Weather Company Max Solution – Peripherals Annual Hardware Maintenance**

该维护服务产品使客户有权支持非 HP 外围设备（如显卡）。硬件维护按单一站点范围内的固定费用来定价，涵盖站点上跨多个已安装系统的所有外围设备。

### **1.6 云服务加速服务**

#### **1.6.1 Weather Company Max Solution – Remote Set Up**

在客户设备上远程安装 Windows® 10 IoT Enterprise 2019 LTSB Upgrade High End (ESD) 时需要此远程交付的一次性服务产品。

#### **1.6.2 Weather Company Max 3D City Package**

此服务可为客户提供城市区域的 3D 模型。这些模型可能不包括在收集模型构建过程中使用的空中摄影材料之后建成的新建筑物，或者出于国家安全原因禁止被包含的建筑物。模型按覆盖的平方千米数定价。

#### **1.6.3 Weather Company Max 3D Building Lighting**

此服务可提供合格 3D 城市模型的修改功能，可定制最多六 (6) 个建筑物或其他结构的夜间照明，从而更好地呈现建筑物/结构的可辨识特征。如果需要完成所含建筑物/结构以外的其他工作，那么将收取额外的费用。

#### **1.6.4 Weather Company Max Earth Imagery – High Resolution**

此服务可提供客户定义 DMA（不包含人口稀少的区域）的多达 26,000 平方千米的高分辨率（1 米）数据，以及 DMA 外部 600 x 600 平方千米区域的 15 米数据。最高分辨率（1 米）数据的存在时间通常为 1-3 年。较低分辨率数据是从 eSAT/Landsat 项目中收集的，年份各异（最早可追溯至 21 世纪前 10 年的中早期）。此服务在客户选择了高分辨率插图的地图外观和位置后平均 8 周交付。如果包含大型的高分辨率插图，或者客户地图色彩选择或有关插图大小和区域覆盖的决策存在延迟，那么可能需要延长交付时间。IBM 可能最多需要 8 周时间来交付 Max Earth Imagery – High Resolution 图像。

#### **1.6.5 Weather Company Max Earth Imagery Conversion for Max**

此服务允许针对 Max 平台转换现有 Weather Central Fusion/LIVE 地球测绘数据，并且不提供任何附加数据或任何较高分辨率数据。

#### **1.6.6 Weather Company Max Engage with Watson**

此服务留出两 (2) 天时间来远程实施 Max Engage with Watson 软件。

#### **1.6.7 Weather Company Max Sky**

此服务可提供两 (2) 个远程实施和定制会话。在这些会话期间，将创建或修改一个或两个场景以包含新的 Sky 功能。此外，将对合格的 3D 城市模型进行修改以包含标准夜间窗户照明。

#### **1.6.8 Weather Company Max Standard Graphics**

此服务可远程配置以下内容：a) 客户图形的图形查找、收集和导入；b) 一 (1) 天一 (1) 夜的 Skycast 地标图像处理；c) 四 (4) 个 Max Skycast 场景；d) 一 (1) 个为期五天或七天的 Max 预测动画；e) 八 (8) 个附加 Max 场景的开发；f) Max Earth Design 的设置（包括公路/道路、地图盾牌和城市标签的定制配置）；g) 针对定制条幅、选用板、模板和工具的系统设置，旨在轻松创建基于地图和演播室的 Max 场景；h) 有关如何基于模板和选用板创建其他演播室场景的远程员工培训。要求客户提供相应的源材料（背景、条幅等）以及场景布局的方向。必须在集成前至少 10 个工作日将源材料和要求的布局设计提供给 IBM 的图形顾问。

#### **1.6.9 Weather Company Max Standard Graphics with Duopoly**

此服务可远程配置以下内容：a) 客户图形的图形查找、收集和导入；b) 一 (1) 天一 (1) 夜的 Skycast 地标图像处理；c) 四 (4) 个 Max Skycast 场景；d) 一 (1) 个为期五天或七天的 Max 预测；e) 八 (8) 个附加 Max

场景的开发；f) Max Earth Design 的设置（包括公路/道路、地图盾牌和城市标签的定制配置）；g) 针对定制条幅、选用板、模板和工具的系统设置，旨在轻松创建基于地图和演播室的 Max 场景；h) 有关如何基于模板和选用板创建其他演播室场景的远程员工培训，以及最多两 (2) 个用于 Duopoly 演示的定制场景。要求客户提供相应的源材料（背景、条幅等）以及场景布局的方向。必须在集成前至少 10 个工作日将源材料和要求的布局设计提供给 IBM 的图形顾问。

#### **1.6.10 Weather Company Max Standard Graphics with Motif**

此服务可远程配置以下内容：a) 客户图形的图形查找、收集和导入（在提供的选项中选择使用 IBM 提供的图形 Motif）；b) 一 (1) 天一 (1) 夜的 Skycast 地标图像处理；c) 四 (4) 个 Max Skycast 场景；d) 一 (1) 个为期五天或七天的 Max 预测；e) 八 (8) 个附加 Max 场景的开发；f) Max Earth Design 的设置（包括公路/道路、地图盾牌和城市标签的定制配置）；g) 针对定制条幅、选用板、模板和工具的系统设置，旨在轻松创建基于地图和演播室的 Max 场景；h) 有关如何基于模板和选用板创建其他演播室场景的远程员工培训。要求客户提供相应的源材料（背景、条幅等）以及场景布局的方向。必须在集成前至少 10 个工作日将源材料和要求的布局设计提供给 IBM 的图形顾问。

#### **1.6.11 Weather Company Max Standard Graphics Corporate Edition**

此服务可远程配置以下内容：a) 客户图形的图形查找、收集和导入；b) 使用客户徽标的图形定制；c) 针对每个位置（城市）的一 (1) 天一 (1) 夜的 Skycast 地标图像处理；d) 四 (4) 个 Max Skycast 场景；e) 针对定制条幅、选用板、模板和工具的系统设置，旨在轻松创建基于地图和演播室的 Max 场景；f) 经过企业创意员工的指导和核准而设计和开发的多达十 (10) 个基于演播室的场景。

#### **1.6.12 Weather Company Max Standard Graphics Corporate Edition with Duopoly**

此服务可远程配置以下内容：a) 客户图形（包括 Duopoly 图形）的图形查找、收集和导入；b) 使用客户徽标的图形定制；c) 针对每个位置（城市）的一 (1) 天一 (1) 夜的 Skycast 地标图像处理；d) 四 (4) 个 Max Skycast 场景；e) 针对定制条幅、选用板、模板和工具的系统设置，旨在轻松创建基于地图和演播室的 Max 场景；f) 经过企业创意员工的指导和核准而设计和开发的多达十 (10) 个基于演播室的场景。

#### **1.6.13 Weather Company Max Reality Graphics**

此服务包含一个内置在 Weather Company Max Reality 中的定制解释器图形，以及下列 3D 对象，以便支持 Weather Company Max Reality 的日常使用：Rectangular Platform、Circular Platform 和 Billboard。此服务需要 Weather Company Max Reality。

#### **1.6.14 Weather Company Max Traffic Graphics**

此服务可远程配置以下内容：a) Max Earth Design 的设置（包括公路/道路、地图盾牌和城市标签的定制配置）；b) Max Traffic Flows 功能的外观和大小的定制配置；c) 全屏驾车时间图形场景以及两 (2) 个飞行场景的实施；d) 可能位于地球场景中的条幅和/或 3D 模型（广告牌）上的赞助图形实施；e) 针对定制条幅、选用板、模板和工具的 Max 系统设置，旨在轻松创建基于地图和演播室的 Max 场景；f) 有关基于模板和选用板创建其他演播室和飞行场景的指导。

#### **1.6.15 Weather Company Max Traffic XD Graphics**

此服务可提供多达四 (4) 小时的 Traffic XD Graphics 远程实施。

#### **1.6.16 Weather Company Max Graphics**

此服务可提供由 Weather Company Max 图形专家提供的关于上列图形服务产品的多达二十四 (24) 小时的远程图形工作。

#### **1.6.17 Weather Company Max Remote Training**

此服务可提供多达四 (4) 小时的远程培训或其他图形实施。

#### **1.6.18 Weather Company Max Connect**

此服务可提供针对 Weather Company Max Connect 应用程序的多达两 (2) 小时的远程培训。

#### **1.6.19 Weather Company Livewire**

此服务可提供针对 Livewire Software 的四 (4) 小时远程实施和培训。



### 1.6.20 Weather Company Max Engage for Enterprise Event Monitor Implementation

此远程交付的服务可让 Max Engage for Enterprise 专家在客户要求下针对 Max Engage for Enterprise Event Monitor 配置开展为期两 (2) 天的初始实施。

### 1.6.21 Weather Company Max Engage for Enterprise Configuration Service

Weather Company Max Engage for Enterprise Configuration Service 可约定 Max Engage for Enterprise 专家服务指定的时间长度，以进行与 Max Engage for Enterprise 有关的配置、内容创建、最佳实践指导和其他咨询。时间可以 15 分钟为增量购买。

### 1.6.22 Weather Company Max Engage Weather Call in Service

此远程服务授权客户向 Weather Company 气象学家进行一 (1) 次定制的天气预报咨询。以一次天气预报为单位购买。

### 1.6.23 Weather Company Max Support Services

此远程订购服务包含每季度复审客户的图形和培训需求，以及每季度多达两 (2) 天的远程实施和培训。

## 2. 数据处理和保护数据表

位于 <http://ibm.com/dpa> 的 IBM 数据处理附录 (DPA) 以及下面链接中的“数据处理和保护数据表”（称为数据表或 DPA 附录）提供针对云服务及其选项的其他数据保护信息，关于可处理的内容类型、所涉及的处理活动、数据保护功能以及有关内容保留和返回的细节。如果 i) 欧盟通用数据保护条例 (EU/2016/679) (GDPR)；或 ii) <http://ibm.com/dpa/dpl> 上标示的其他数据保护法律适用于内容中包含的个人数据，那么 DPA 也适用于这些个人数据。

适用数据表的链接：

#### Weather Company Max Solution Data

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=3A4E10A0F4A311E6A4D1A0107E2821F7>

#### Weather Company Max Social

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=7CA07C40C3EC11E78F8FA93481EF6122>

#### Weather Company Max Engage for Enterprise

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=F39780A0C3EC11E78F8FA93481EF6122>

## 3. 服务级别和技术支持

### 3.1 服务标准协议

没有可用于此云服务的服务级别协议。

### 3.2 技术支持

通过在位于 <https://www.ibm.com/support/home/pages/support-guide/> 的 IBM 支持指南中选择云服务来查找针对云服务的技术支持，包括支持联系人详细信息、严重性级别、可用性的支持小时数、响应时间以及其他支持信息和流程。

同时还向客户提供软件服务产品和工作站硬件的技术支持。有关如何获取软件服务产品和工作站硬件的技术支持的详细信息，请参阅“IBM 软件即服务支持手册”。

## 4. 权利和计费信息

### 4.1 收费标准

解决方案功能根据交易文档中指定的收费标准提供：

- a. 人口数量是使用此服务产品的客户实体中特定地理区域的所有居民数。  
对于这些服务产品，“人口”是可以从客户端接收广播信号的广播区域人口 (BAP)。

- b. 项目是指出现一个通过使用此服务产品管理、处理或与使用此服务产品相关的特定项目。
- 对于任何工作站硬件（第 1.2 节），“项目”指客户设备。“客户端设备”指单个用户计算设备或特殊用途的传感器或遥测设备，该设备向另一个通过称作服务器或由服务器管理的计算机系统，请求执行一系列命令、过程或应用程序或接收执行的结果，或向其提供数据。多个客户端设备可以共享对一台公共服务器的访问。客户端设备可以具有某些处理能力或者可进行编程以允许用户进行工作。
- 对于 Max Engage for Enterprise Event Monitor 服务产品，“项目”是指由纬/经度或邮政编码定义的天气状况受监控的地理位置。
- 对于 Weather Company Max 3D City Package 服务产品，“项目”指一平方千米的覆盖范围。
- 对于 Weather Company Max Engage Weather Call in Service，“项目”指一次天气咨询。
- 对于 Weather Company Max Engage for Enterprise Configuration Service，“项目”是指 15 分钟的时间。
- c. “位置”是获取 Weather Company Max Solution – Peripherals Maintenance 所使用的一种计量单位。“位置”是单个实际站点，与针对此类实际站点的客户办公地址一致。必须获取足够的权利，以涵盖客户的交易文档中所指定的评估期间外围设备将驻留的“位置”数量。
- d. 有效用户是可通过任何方式和途径，直接或间接（例如：通过多路复用程序、设备或应用程序服务器）访问服务产品的特定个人。
- e. “互动”是与云服务相关的专业或培训服务。
- f. “安装”是指位于物理盘或虚拟盘上且可在计算机上执行的服务产品的已安装副本。客户必须获取服务产品的每个“安装”的权利。
- g. “访问权”是使用服务产品的权利。

## 4.2 验证

客户将 i) 按照 IBM 及其独立审计员验证客户遵守协议的情况的合理所需，保存并根据请求提供记录和系统工具输出；并且 ii) 及时订购必需的权利并按照 IBM 当时的费率支付费用以及 IBM 在发票中指定的此类验证所确定的任何其他费用和责任。在云服务期限内以及本协议到期后的两年内，这些合规性验证义务均保持有效。

## 5. 保修

### 5.1 程序保修

IBM 保证程序在指定操作环境使用时符合其正式发布的规范。程序的保修期为一年，或者初始许可期限（如果不满一年），除非在附件或 TD 中指定了其他保修期。在程序保修期内，IBM 提供软件升级和支持 (S&S)，授权客户获得缺陷纠正信息、限制、变通方法和 IBM 提供的一般可用的更新的程序和版本。除非客户选择停止 S&S，每年 S&S 会按当时的费率自动续订，直至 IBM 不再提供该程序和版本的 S&S 为止。如果客户选择在指定的客户站点继续某个程序的 S&S，那么客户必须针对该站点上此程序的所有使用和安装保持 S&S。

如果程序在其保修期内未按保证的方式正常工作，并且 IBM 无法维修或者将其替换为功能上等效的组件，那么客户可将其退还给 IBM 并获得客户所支付金额的全额退款（对于重复出现的费用，上限为十二个月的费用）并且客户的使用许可证或权利即告终止。

**IBM 不保证 IBM 产品不间断或无差错地运行，也不保证 IBM 将纠正所有缺陷，或阻止第三方破坏或者未经授权的访问 IBM 产品。以上保证是 IBM 的全部保证，取代所有其他保证，包括默示的对令人满意的质量、适销性、不侵权以及对符合某种特定用途的保证或条件。IBM 保证条款不适用于 IBM 产品被不当使用、被修改或发生非由 IBM 引起的损坏、不遵守 IBM 提供的指示，或者在附件或 TD 中另行规定的情形。非 IBM 产品根据本协议按现状销售，不包含任何种类的保证。**

第三方可以向客户提供其自己的保证。

## 5.2 非 IBM 机器保修免责声明

IBM 不保证非 IBM 机器不间断或无差错地运行。非 IBM 机器根据本 SD 按现状销售，不包含任何种类的保证，除非 TD 中另有规定。第三方可以向客户提供其自己的保证。

尽管有上述规定，新的 HP 工作站仍包含 HP 提供的 5 年保修期及下一个工作日服务，节假日除外。

尽管有上述规定，基于 LENOVO 的新服务器仍提供 5 年保修期，以及下一个工作日现场部件更换或整个系统更换服务（按照需要）。

## 6. 云服务其他条款

对于 2019 年 1 月 1 日之前执行的云服务协议（或等效的基础云协议），可用的条款 (<https://www.ibm.com/acs>) 将适用。

### 6.1 云服务使用限制

云服务只能与总体 Weather Company Max Solution 服务产品组件一起使用。

### 6.2 数据的使用限制

- a. 客户应 i) 使用合理的商业手段阻止从客户的计算机系统、产品或控件（客户监护项）上收集或提取数据的任何部分；以及 ii) 立即就任何已知或疑似从“客户监护项”中收集或提取数据的情况书面通知 IBM，并且在此类情况下，各方应开展友好讨论，并制定一个商业上可行的计划以便客户阻止此类活动。如果各方未能达成此类计划，IBM 有权暂停提供数据，直至采取了必要的步骤来保护“客户监护项”中的数据为止。
- b. 客户确认数据中可能包含特定的第三方数据元素，并同意如果由于任何原因导致 IBM 未收到此类数据，IBM 有权终止此类数据传输并提供此处规定的代替产品。
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- e. 客户以任何形式或可由第三方（如客户的客户、业务合作伙伴或产品最终用户）访问的形式显示、传播、展示、分发、演示或传达数据（“面向第三方的应用程序”）时，客户同意：
  - (1) 客户不得直接或间接地暗示 IBM 提供、认可、支持、认证或批准“面向第三方的应用程序”中包含的任何其他数据，或在数据周边宣传的任何产品或服务。
  - (2) 客户传播和展示数据时，过程不得中断，并应符合以下技术规范和绩效标准，这些内容可能会定期进行修改：
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    - (b) 数据显示：

客户应向 IBM 提供查看数据使用情况的机会，应于通过“面向第三方的应用程序”使用数据前且不少于五 (5) 个工作日。IBM 有权不批准在“面向第三方的应用程序”中显示数据的方式，前提是 IBM 的查看和批准过程不会无故取消或推迟。对于“面向第三方的应用程序”，客户必须监控数据的功能、性能以及外观，以评估、立即通知任何影响并进行补救。
- f. 在终止访问此解决方案时，客户必须从其系统中删除所有数据。
- g. 输入到此云服务的所有社交媒体数据应视为“内容”，由客户负全责。

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客户将：按照 IBM 及其独立审计员验证客户遵守本协议的情况的合理所需，保存并根据请求提供记录、系统工具输出和对客户场所的访问权，包括程序许可和度量，如子容量使用情况；并且 **ii)** 及时订购必要的权利（包括关联的升级与支持）并按照 IBM 当时的费率支付费用以及 IBM 在发票中指定的此类验证所确定的任何其他费用和责任。这些合规性验证义务在任何 TD 的期限内以及此后两年内一直有效。

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如果客户未能遵守本协议，IBM 可以终止客户使用程序的许可。在任一方终止许可之后，客户将及时销毁程序的所有副本。

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本段规定不适用于依据管辖此许可的法律被认定为无效或不可执行的情形。下面列出的每个组件都被视为“单独许可的代码”。根据本服务描述末尾“附录”中规定的适用第三方许可协议的条款，向被许可方提供 IBM 单独许可代码的许可。不管本协议或被许可方可能与 IBM 签署的任何其他协议中的任何条款有何规定，此类第三方许可协议的条款都将约束被许可方对所有单独许可代码的使用，除非下面另有声明。

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## Microsoft 软件许可条款

上次更新日期：2018 年 11 月

### MICROSOFT SOFTWARE LICENSE TERMS

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WINDOWS 10 IOT ENTERPRISE & MOBILE (ALL EDITIONS)

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  - (1) Some Windows apps provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies, such as the Microsoft Services Agreement at (aka.ms/msa). You can view these terms and policies by looking at the service terms of use or the app's settings, as applicable; please read them. The services may not be available in all regions.
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- a. **License.** The software license is permanently assigned to the device with which you acquired the software. You may only use the software on that device.
- b. **Device.** In this agreement, "device" means a physical hardware system with an internal storage device capable of running the software. A hardware partition or blade is considered to be a device.
- c. **Restrictions.** The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. For example, this license does not give you any right to, and you may not:
  - (1) use or virtualize features of the software separately;
  - (2) publish, copy (other than the permitted backup copy), rent, lease, or lend the software;
  - (3) transfer the software;
  - (4) work around any technical restrictions or limitations in the software;
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  - (7) when using Internet-based features you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner.
- d. **Multi use scenarios.**
  - (1) **Multiple versions.** If when acquiring the software, you were provided with multiple versions (such as 32-bit and 64-bit versions), you may install and activate only one of those versions at a time.
  - (2) **Multiple or pooled connections.** Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each instance of the software you are using.
  - (3) **Device connections.** You may allow up to 20 other devices to access the software installed on the licensed device for the purpose of using the following software features: file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed device. The 20 connection limit applies to devices that access the software indirectly through "multiplexing" or other software or hardware that pools connections. You may allow any number of devices to access the software on the licensed device to synchronize data between devices. This section does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this section), on any of these other devices.
  - (4) **Remote access.** Users may access the licensed device from another device using remote access technologies, but only on devices separately licensed to run the same or higher edition of this software.
  - (5) **Remote assistance.** You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user's computer, usually to correct problems.



- (6) **POS application.** If the software is installed on a retail point of service device, you may use the software with a point of service application ("POS Application"). A POS Application is a software application which provides only the following functions: (i) process sales and service transactions, scan and track inventory, record and/or transmit customer information, and perform related management functions, and/or (ii) provide information directly and indirectly to customers about available products and services. You may use other programs with the software as long as the other programs: (i) directly support the manufacturer's specific use for the device, or (ii) provide system utilities, resource management, or anti-virus or similar protection. For clarification purposes, an automated teller machine ("ATM") is not a retail point of service device.
  - (7) **Cloud Computing Devices.** If your device uses Internet browsing functionality to connect to and access cloud hosted applications: (i) no desktop functions may run locally on the device, and (ii) any files that result from the use of the desktop functions may not be permanently stored on the system. "Desktop functions," as used in this agreement, means a consumer or business task or process performed by a computer or computing device. This includes but is not limited to email, word processing, spreadsheets, database, scheduling, network or internet browsing and personal finance.
  - (8) **Desktop Functions.** If your system performs desktop functions, then you must ensure that they: (i) are only used to support the application, and (ii) operate only when used with the application.
- e. **Windows 10 IoT Enterprise Features for Development and Testing Only**
- (1) **Windows 10 Containers.** You may only use Windows 10 Containers for commercial purposes and activities with Microsoft Azure IoT Edge. You may use any number of virtual operating system environments instantiated as Windows 10 Containers by the Microsoft Azure IoT Edge Runtime on the device.
  - (2) **Device Health Attestation.** You may only implement Device Health Attestation in a commercial use if you execute a Microsoft Windows IoT Core Services Agreement at: <https://azure.microsoft.com/en-us/services/windows-10-iot-core/>.
- f. **Specific Use.** The manufacturer designed the licensed device for a specific use. You may only use the software for that use.

### 3. Privacy; Consent to Use of Data.

Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement available at ([aka.ms/privacy](https://aka.ms/privacy)), and as may be described in the user interface associated with the software features.

### 4. Authorized Software and Activation.

You are authorized to use this software only if you are properly licensed and the software has been properly activated with a genuine product key or by other authorized method. When you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine and the license is associated with the licensed device. You can also activate the software manually by Internet or telephone. In either case, transmission of certain information will occur, and Internet, telephone and SMS service charges may apply. During activation (or reactivation that may be triggered by changes to your device's components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorized changes. If activation fails the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. You may also receive reminders to obtain a proper license for the software. Successful activation does not confirm that the software is genuine or properly licensed. You may not bypass or circumvent activation. To help determine if your software is genuine and whether you are properly licensed, see ([aka.ms/genuine](https://aka.ms/genuine)). Certain updates, support, and other services might only be offered to users of genuine Microsoft software.

### 5. Updates.

You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. The software periodically checks for system and app

updates, and may download and install them for you. To the extent automatic updates are enabled on your device, by accepting this agreement, you agree to receive these types of automatic updates without any additional notice.

## 6. **Geographic and Export Restrictions.**

If your software is restricted for use in a particular geographic region, then you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit ([aka.ms/exporting](http://aka.ms/exporting)).

## 7. **Support and Refund Procedures.**

For the software generally, contact the device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at ([aka.ms/mssupport](http://aka.ms/mssupport)). If you are seeking a refund, contact the manufacturer or installer to determine its refund policies. You must comply with those policies, which might require you to return the software with the entire device on which the software is installed for a refund.

## 8. **Binding Arbitration and Class Action Waiver if You Live in (or if a Business Your Principal Place of Business is in) the United States.**

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury**. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Microsoft, the device manufacturer, and software installer.

- a. **Disputes covered – everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the manufacturer or installer, or you and Microsoft, concerning the software, its price, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**
- b. **Mail a Notice of Dispute first.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at ([aka.ms/disputeform](http://aka.ms/disputeform)). We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.
- c. **Small claims court option.** Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in your county of residence (or if a business your principal place of business) or our principal place of business – King County, Washington USA if your dispute is with Microsoft. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.
- d. **Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). For more information, see ([aka.ms/adr](http://aka.ms/adr)) or call 1-800-778-7879. To start an arbitration, submit the form available at ([aka.ms/arbitration](http://aka.ms/arbitration)) to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (of if a business your principal place of business) or our principal place of business – King County, Washington if your dispute is with Microsoft. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.

e. **Arbitration fees and payments.**

- (1) **Disputes involving \$75,000 USD or less.** The manufacturer or installer (or Microsoft if your dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, the manufacturer or installer (or Microsoft if your dispute is with Microsoft) will: (1) pay the greater of the award or \$1,000 USD; (2) pay your reasonable attorney's fees, if any; and (3) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amounts unless you and we agree on them.
- (2) **Disputes involving more than \$75,000 USD.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- (3) **Disputes involving any amount.** If you start an arbitration we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

- f. **Must file within one year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes – see Section 9.a) within one year from when it first could be filed. Otherwise, it's permanently barred.
- g. **Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 9 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 9 still applies.
- h. **Conflict with AAA rules.** This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.
- i. **Microsoft as party or third-party beneficiary.** If Microsoft is the device manufacturer or if you acquired the software from a retailer, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the manufacturer or installer to resolve disputes through informal negotiation and arbitration.

## 9. **Governing Law.**

The laws of the state or country where you live (or if a business where your principal place of business is located) govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles. In the United States, the FAA governs all provisions relating to arbitration.

## 10. **Consumer Rights, Regional Variations.**

This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

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In this section, "goods" refers to the software for which Microsoft or the manufacturer or installer provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- b. **Canada.** You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.
- c. **European Union.** The academic use restriction in Section 12.d(i) below does not apply in the jurisdictions listed on this site: ([aka.ms/academicuse](http://aka.ms/academicuse)).
- d. **Germany and Austria.**
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- e. **Other regions.** See ([aka.ms/variations](http://aka.ms/variations)) for a current list of regional variations

## 11. Additional Notices.

- a. **Networks, data and Internet usage.** Some features of the software and services accessed through the software may require your device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. You are always responsible for (i) understanding and complying with the terms of your own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.
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