



Service Description

Weather Company Operations Dashboard

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1. Cloud Service

For this Service Description, "Data" means weather data and market specific data types that are delivered via the Cloud Service (including without limitation forecasts, maps, alerts and graphs).

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 Weather Company Operations Dashboard Platform

This Cloud Service uses application program interfaces (APIs) and web and mobile based applications that enable Client to receive Data.

1.1.2 Weather Company Operations Dashboard Airports

The Cloud Service uses APIs and web and mobile based applications that enable Client to receive Data regarding weather that may impact airport operations. This Cloud Service provides Client with alerts regarding weather disruptions and weather triggers related to such airport operations.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies to personal data contained in Content, if and to the extent i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=BFF1AB404A4311E79342EA59690D4322>

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides Client with the following availability service level agreement (SLA). IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to contact IBM regarding service availability issues are in IBM's Cloud Service support handbook at https://www.ibm.com/software/support/saas_support_overview.html.

Availability	Credit (% of monthly subscription fee*)
Less than 99.9%	2%
Less than 99.0%	5%
Less than 95.0%	10%

* The subscription fee is the contracted price for the month which is subject to the claim.

3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the

Cloud Service in the IBM support guide available at <https://www.ibm.com/support/home/pages/support-guide/>.

4. Charges

4.1 Charge Metrics

The charge metric(s) for the Cloud Service are specified in the Transaction Document.

The following charge metrics apply to this Cloud Service:

- Item is an occurrence of a specific item that is managed by, processed by, or related to the use of the Cloud Service.

For the purpose of this Cloud Service, an Item is an Active Dashboard configured by the Cloud Service. An Active Dashboard is a saved set of monitored parameters for a geographic location which is currently being monitored by the Cloud Service.

5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

5.1 Enabling Software

The following enabling software is provided to Client under the following terms:

Weather Company Operations Dashboard for Android	https://www-03.ibm.com/software/sla/sladb.nsf/displayLIs/11DE6B4E0088700C8525827F003B2CEB?OpenDocument
--	---

5.2 Termination of Service

Upon expiration or termination of Client's subscription, Client's credentials for accessing the Cloud Service will be deleted.

5.3 Restrictions on Usage

- a. Client shall not use the Data as part of any offering of any type emanating from a television or radio broadcast (e.g., over-the-air, cable, satellite) or subscription streaming service (e.g., Sling Television, Netflix, Hulu, Amazon Prime Video, HBO GO, or radio equivalent) delivered on, through or by any means or medium.
- b. Client agrees that the APIs and related specifications and documentation are IBM confidential information and cannot be used or disclosed outside the terms of this SD.
- c. Client acknowledges IBM may change the style, form or content of, and eliminate or discontinue segments of, the Data from time to time and at any time in its sole discretion; provided, IBM will include Client in its communications to similarly situated customers regarding material changes in the Data.

5.4 Country Limitations on Usage

Client is responsible for, and IBM's obligations under this SD shall be conditioned on Client determining whether its use of the Data is permissible and, to the extent necessary, obtaining, all necessary licenses, permits, approvals or authorizations from any governmental entity or agency in the country in which it operates or uses the Data.