

Service Description

IBM Insights for Weather

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party and its authorized users and recipients of the Cloud Service. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

1. Cloud Service

The IBM Cloud Service for IBM Insights for Weather (Cloud Service) uses application program interfaces (APIs) that enable Client to receive Data. "Data" means historical weather data, delivered via the Cloud Service, as described in this Service Description.

1.1 IBM Enhanced Forecast Data for Utilities

Provides the API tools to populate GIS platforms. Data includes the forecast hour-by-hour out 15 days at 500 square meter resolution.

Features	Description	Coverage	File Formats
Standard 15-Day Hourly	Hourly Forecast for the next 15 Days starting from the current time	Worldwide	XML, JSON

1.2 IBM Current Conditions for Select Industries

Includes The Weather Company's weather observation network and Currents on Demand. Government issued weather sensors (METAR and SYNOP) are augmented by 125,000+ proprietary neighborhood weather stations. This data is used to computationally infer weather on a point by point basis anywhere in the world.

Features	Description	Coverage	File Formats
Personal Weather Station Data (PWS)	Data from 125,000+ Weather Underground crowd-sourced sensors	Worldwide	XML, JSON
Currents on Demand (COD)	High resolution, high temporal current conditions, including associated weather phrase and icon	Worldwide	XML, JSON
Site Based Observations	Observed weather data, including associated weather phrase and icon collected from METAR and SYNOP observation sites	Worldwide	XML, JSON
Time-Series Based Observations	Historical weather data from METAR and SYNOP observation sites for specified time range	Worldwide	XML, JSON

1.3 IBM Forecast Data for Select Industries

The Weather Company's forecast engine includes ensemble model forecasting, 200 meteorologists and related scientists, and a network of observations and radar to deliver forecasts at 500 square meter resolution globally. Forecasts are updated every 15-minutes.

Features	Description	Coverage	File Formats
Standard 1-Day Hourly	Forecast for next 24 hours starting from the current time.	Worldwide	XML, JSON
Standard 10-Day Daily	Forecast for 24-hour periods starting today for the next 10 days including daytime and nighttime. Includes narrative text for the language requested.	Worldwide	XML, JSON
Standard 10-Day Intraday	Forecast for 6-hour periods starting today for the next 10 days. Includes 'morning' (7am to 1pm), 'afternoon' (1pm – 7pm), 'tonight' (7pm – 1am), and 'overnight' (1am-7am).	Worldwide	XML, JSON

Features	Description	Coverage	File Formats
Pollen Observations	Data observations from available allergists offices on weekdays excluding holidays. Includes pollen count and index for all major pollen categories: Tree, Grass, Weed and Mold.	XML, JSON	US
Air Quality Historical, Observations and Forecast	Data from multiple air quality sensor networks including historical, daily observations, and forecast air quality out 24 hours. Includes specific pollutant indexes and counts for major categories: Ozone, PM2.5, PM10, Carbon Monoxide, Nitrogen Dioxide and Sulfur Dioxide.	XML, JSON	US
Flu Outbreak Observations	Flu activity levels distributed weekly during flu season via the CDC. The data includes flu level descriptions and colors for available states and territorial geos.	XML, JSON	US

1.4 IBM Historic Severe Weather for Select Industries

Includes historical data from The Weather Company's 125,000+ proprietary network of personal weather sensors.

Features	Description	Coverage	File Formats
Standard Historical Observations	Archived observed weather data from METAR/SYNOP stations from 1950. Note coverage and confidence can differ from year-to-year.	Worldwide	XML, JSON

1.5 IBM Enhanced Forecast Data for Utilities

Provides the API tools to populate GIS platforms. Data includes the forecast hour-by-hour out 15 days at 500 square meter resolution.

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1.6 IBM Current Conditions for Select Industries

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2. Content and Data Protection

The Data Processing and Protection data sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options. Client acknowledges that i) IBM may modify Data Sheet(s) from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to Data Sheet(s) will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to Data Sheet(s) will materially degrade the data protection of a Cloud Service.

Link(s) to the applicable Data Sheet(s):

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=4838DAC04A1E11E88CA35FB9AF6FA368>

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and DPA Exhibit(s) apply and are referenced in as part of the Agreement, if and to the extent the European General Data Protection

Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet(s) for this Cloud Service will serve as the DPA Exhibit(s). If the DPA applies, IBM's obligation to provide notice of changes to Subprocessors and Client's right to object to such changes will apply as set out in DPA.

3. Service Level Agreement

IBM provides the following availability service level agreement ("SLA") for the Cloud Service as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

3.1 Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware that there is a critical business impact and the Cloud Service is not available. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within 3 business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available ("Downtime"). Downtime is measured from the time Client reports the event until the time the Cloud Service is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM's control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 10 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

For bundled Cloud Services (individual Cloud Service offerings packaged and sold together as a single offering for a single combined price), the compensation will be calculated based on the single combined monthly price for the bundled Cloud Service, and not the monthly subscription fee for each individual Cloud Service. Client may only submit claims relating to one individual Cloud Service in a bundle at a given time.

3.2 Service Levels

Availability of the Cloud Service during a contracted month

Availability during a contracted month	Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)
Less than 99.9%	2%
Less than 99%	5%
Less than 95%	10%

* If the Cloud Service was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the Cloud Service in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%. IBM will make a rebate directly available to Client.

Availability, expressed as a percentage, is calculated as: the total number of minutes in a contracted month minus the total number of minutes of Downtime in a contracted month divided by the total number of minutes in the contracted month.

4. Technical Support

Technical support for the Cloud Service is provided via email, online forums, and an online problem reporting system. IBM's software as a service support guide available at https://www.ibm.com/software/support/saas_support_guide.html provides technical support contact and other information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering.

5. Entitlement and Billing Information

5.1 Charge Metrics

The Cloud Service is available under the charge metric specified in the Transaction Document:

- Million US Dollars Total Revenue is a unit of measure by which the Cloud Service can be obtained. Total Revenue is the total amount of Client's annual sales and other sources of income as stated in the most recent public report issued by the Client, or to the extent Client does not publicly report revenue, as stated in Client's most recent audited financial report. Total Revenue in non-US dollar currencies must be converted to US dollars in accordance with the table located at http://www.ibm.com/software/passportadvantage/conversion_unit_table.html. Sufficient entitlements must be obtained to cover the amount of Total Revenue in US Dollars, as reported by Client, rounded up to the nearest one Million US Dollars.
- Meter Device is a unit of measure by which the Cloud Service can be obtained. A Meter Device is an instrument that measures or shows consumption. Sufficient entitlements must be obtained to cover the number of Meter Devices utilized by the Client using the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

5.2 Billing Frequency

Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

6. Term and Renewal Options

The term of the Cloud Service begins on the date IBM notifies Client of their access to the Cloud Service, as documented in the PoE. The PoE will specify whether the Cloud Service renews automatically, proceeds on a continuous use basis, or terminates at the end of the term.

For automatic renewal, unless Client provides written notice not to renew at least 90 days prior to the term expiration date, the Cloud Service will automatically renew for the term specified in the PoE. Renewals are subject to an annual price increase as specified in a quote. In the event the automatic renewal is after receipt of an IBM notice of a withdrawal of the Cloud Service, the renewal term will end the earlier of the end of the current renewal term or the announced withdrawal date.

For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 90 day period.

7. Additional Terms

7.1 General

Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where failure of the Cloud Service could give rise to a material threat of death or serious personal injury.

7.2 Termination of Service

Upon expiration or termination of Client's subscription, Client shall immediately cease all use of Data and promptly delete all Data from its systems.

7.3 Restrictions on Usage

- a. Client shall not use the Cloud Service or Data to target or trigger advertising, serve advertising based on the Data being associated with the location of any user of a consumer facing technology (e.g., weather-triggered advertising).

- b. 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.
- c. Client shall i) use commercially reasonable efforts to prevent any portion of the Data from being collected or extracted from Client's computer systems, products or control ("Client's Custody") and ii) promptly notify IBM of any known or reasonably suspected collection or extraction of Data from Client's Custody. The parties shall then discuss in good faith and attempt to determine a commercially reasonable course of action to prevent such activity in the future. In the event the parties fail to agree upon or implement such commercially reasonable course of action within five (5) business days from the initial notice, then IBM shall have the right to suspend delivery of the Data until such time as necessary steps are taken to protect the Data residing in Client's Custody.
- d. Client shall publish and adhere to privacy policies in connection with Client's access, use, sharing and storage of information collected through or in relation to its use of the Data.
- e. 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.
- f. 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.
- g. When Client displays, transmits, exhibits, distributes, demonstrates or otherwise conveys the Data in any form or manner accessible by a third party (e.g. Client's customers, business partners or product end users) ("Third Party Facing Application"), Client agrees that:

Client is prohibited from using the Data, directly or indirectly, as part of, or to create, a Third Party Application the essential purpose of which is to provide current or forecast weather or atmospheric conditions or analysis thereof.

IBM shall be the exclusive provider of weather and weather related content and information for a Third Party Facing Application. Accordingly, (i) Client shall not display anywhere within a Third Party Facing Application any weather or weather related content other than the Data; and (ii) Client shall not include anywhere within a Third Party Facing Application any content provided by any party whose primary line of business consists of the production, distribution or display of weather or weather related information, provided that, Client may include weather or weather related content received directly from any federal, state, or local government entities or agencies or any government-controlled entity. In addition, Client will not exhibit any advertisement for any weather service programming or content other than IBM or its affiliates (whether local, regional, national or international) in close proximity to the Data displayed in a Third Party Facing Application.

Client may not change the specific weather information, data or forecasts contained or depicted in any part of the Data and shall not otherwise edit, modify, alter or prepare derivative works of the Data.

Client shall display the clickable hypertext/graphical links and logos containing embedded hypertext links, trademarks, service marks, logos and other proprietary indicia of The Weather Company, an IBM Business provided to Client from time to time ("Marks") together with all Data as and where used by Client. IBM shall have the right to designate which Marks shall be displayed in association with its Data. Client may not omit, vary or otherwise change any of the Marks, or the manner in which they are displayed in a Third Party Facing Application (including, without limitation, their size, color, location or style) without IBM's written agreement.

Client shall not imply, directly or indirectly that IBM provides, endorses, sponsors, certifies or approves of any other Content included within a Third Party Facing Application or any products or services advertised near the Data.

Client's transmission and display of the Data shall be without interruption and in conformance with the following technical specifications and performance standards as may be amended from time to time:

- a. IBM reserves the right to establish and limit the maximum frequency with which Client may call the data feed for a given location ID requesting a data set for that location ID. During the time period in between refresh periods, it is Client's responsibility to cache the data.

b. Data Display:

Client shall provide IBM with an opportunity to review its usage of the Data for a period of not less than five (5) business days before making the Data available on or through a Third Party Facing Application. IBM shall have the right to disapprove the manner in which the Data is displayed within a Third Party Facing Application provided that IBM's review and approval will not be unreasonably withheld or delayed. For Third Party Facing applications, Client must monitor the functionality, performance and appearance of the Data so as to assess, promptly notify and remedy any Impact observed as per the following table:

Third Party Facing Application Support Classifications

Classification	Impact	Initial Response Time	Resolution Time
Critical	Users are unable to receive Data (current conditions, forecasts, radar images or severe weather alerts) for any location, or receipt by users of severe weather alerts is delayed by one (1) minute or more from the time alerts are received by Client from IBM.	< 1 hour	4 hour
Important	Users are receiving old or dated current conditions, forecasts, or radar images for any location, such that updates have not occurred: (i) in the case of current conditions or radar images, for more than 2 hours; (ii) in the case of forecasts, for more than 6 hours.	< 2 hours	1 business day
Minor	Cosmetic, performance, training or technical issue for which a workaround exists or that does not substantially affect the integrity accuracy or timeliness of the Data.	2 business days	1 week

IBM may terminate Client's subscription at the end of the Resolution Time for the latest failure if, during any one month period, Client fails to correct more than one Critical or Important problem within the Resolution Time.

7.4 Data Source Attributions

Data displayed in any Third Party Facing Application may require attribution. Client is required to follow the attribution requirements on a per API basis as provided in the API documentation.

7.5 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.

7.6 As Is Materials

ALL WEATHER AND WEATHER-RELATED INFORMATION, FORECASTS AND ALERTS, ARE PROVIDED "AS IS", AND IBM SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, RELIABILITY, COMPLETENESS OR AVAILABILITY OF SUCH MATERIALS.