

# Service Description

## IBM Insights for Weather

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

### 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 Offerings

The Client may select from the following available offerings.

##### 1.1.1 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

##### 1.1.2 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

##### 1.1.3 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

#### 1.1.4 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

#### 1.1.5 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.

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

#### 1.1.6 IBM Current Conditions for Select Industries

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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
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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

### 1.1.8 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

## 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 if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content.

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

## 3. Service Levels and Technical Support

### 3.1 Service Level Agreement

IBM provides the 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](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%

Availability	Credit (% of monthly subscription fee*)
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:

- US Dollar 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 for non-public companies, Client's most recent audited financial report. Non-US Dollar currencies are converted to US Dollar equivalent in accordance with the conversion unit table at [http://www.ibm.com/software/passportadvantage/conversion\\_unit\\_table.html](http://www.ibm.com/software/passportadvantage/conversion_unit_table.html).
- 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. 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 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.**

### 5.2 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.

### 5.3 Restrictions on Usage

- 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).
- 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.
- 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.
- h. 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:
- 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.
  - 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.

#### 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.