

IBM Cloud Additional Service Description

Weather Company Data for IBM Cloud

Except as noted below, the terms of the IBM Cloud Service Description apply.

1. Cloud Service

1.1 Offerings

The Weather Company, an IBM Business, provides recent historical and forecasted weather data and makes this data available in IBM Cloud through a set of RESTful APIs. Weather data can add insights to applications across a wide range of industries by merging weather with business and other data to discover correlations and manage impact. "Data" means weather data, both historical and forecasted, delivered via the Cloud Service (including without limitation forecasts, maps, alerts and graphs), as described in this Service Description.

1.1.1 Weather Company Data for IBM Cloud Basic

Weather Company Data for IBM Cloud Basic provides a maximum of 150,000 API calls per month. This is based upon calls to the Weather Service API on a monthly basis, and is charged on a monthly basis. Once the maximum API call limit has been reached, Client will incur overage charges unless Client upgrades to the Standard offering.

1.1.2 Weather Company Data for IBM Cloud Standard

Weather Company Data for IBM Cloud Standard provides a maximum of 2,000,000 (two million) API calls per month. This is based upon calls to the Weather Service API on a monthly basis, and is charged on a monthly basis. Once the maximum API call limit has been reached, Client will incur overage charges unless Client upgrades to the Premium offering.

1.1.3 Weather Company Data for IBM Cloud Premium

Weather Company Data for IBM Cloud Premium provides a maximum of 5,000,000 (five million) API calls per month. Once the maximum API call limit has been reached, the Premium offering will not allow any API calls. In such cases, Client will incur overage charges.

1.1.4 Weather Company Data for IBM Cloud Overage

Weather Company Data for IBM Cloud Overage provides additional API calls above the allocated monthly offering allowance, rounded up to the next Ten Thousand, during the billing period.

1.2 Optional Services

The following APIs are offered with data in JSON format.

1.2.1 2-Day Hourly Forecasts

2-Day Hourly Forecasts for next 48 hours starting from the current time.

1.2.2 Daily Forecast

Forecasts for 24-hour periods starting today for the next 3, 5, 7 and 10 days including forecasts for the daytime and nighttime segments (shorter periods return smaller payloads). This forecast includes the forecast narrative text string of up to 256 characters with appropriate units of measure for the location and in the language requested.

1.2.3 Intraday Forecast

Forecasts for 24-hour periods starting today for the next 3, 5, 7 and 10 days including forecasts for the morning, afternoon, evening and overnight segments (shorter periods return smaller payloads). This forecast includes the forecast narrative text string of up to 256 characters with appropriate units of measure for the location and in the language requested.

1.2.4 Site Based Observations

Observed weather data (temperature, wind direction and speed, humidity, pressure, dew point, visibility, and UV Index) as well as a sensible weather phrase and its matching weather icon that are collected from METAR and SYNOP observation devices in the U.S.

1.2.5 Time-Series Based Observations

Observed weather data from site-based observation stations for the previous 24 hours.

1.2.6 Weather Alerts

Government issued (US, Canada and Europe) alert headlines and details in the language requested.

1.2.7 Location Mapping Services

Utility API for finding locations according to zip code, geocode, city, internationalized state, region, district or province.

1.2.8 Daily & Monthly Almanac

Daily and monthly average and record weather conditions for the US.

2. Data Processing and Protection Data Sheets

The Data Sheet applicable for this service and the terms of this section provides the details and terms, including Client responsibilities, around use of this service. The following Data Sheet(s) apply to this service:

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=95E6ECB0323611E59684B2864B7C6D4F>

3. Service Levels and Technical Support

3.1 Service Level Agreement

The service level agreement set forth in the base IBM Cloud Service Description applies to this service.

3.2 Technical Support

The support terms set forth in the base IBM Cloud Service Description apply to this service.

4. Charges

4.1 Charge Metric

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

The following charge metrics apply to this Cloud Service:

- API Call is the invocation of the Cloud Services through a programmable interface.
- Instance is access to a specific configuration of the Cloud Service. Client will be charged for each Instance of the Cloud Service that exists during each month during the billing period.

4.2 Fees Charged

The Basic, Standard and Premium offerings are entitled on the Instance charge metric. Overage charges will be assessed on the API Call charge metric.

5. Additional Terms

5.1 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), or use the Cloud Service or Data for any marketing or content-based decisioning.
- b. Except for its obligation to cache frequently requested data described below or as otherwise necessary to enable ongoing calculations or analysis on the Data, Client shall not indefinitely store Data obtained from the service. Upon expiration or termination of use of the Cloud Service, Client shall immediately delete any Data then cached or otherwise stored by Client or Client's applications.
- c. 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.

- d. 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.
- e. 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.
- f. 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:
 - (1) 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.
 - (2) 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.
 - (3) 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.
 - (4) 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.
 - (5) 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.
 - (6) 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:

(7) 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.

5.2 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.

5.3 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.