

## Service Description

### Weather Company Data Packages

This Service Description (SD) 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 Weather Company Data Packages (Cloud Service) uses application program interfaces (APIs) that enable Client to receive Data. "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 SD.

##### 1.1 Weather Company Data – Core

This package includes access to the following Data:

Features	Description	Coverage	File Formats
2-Day Hourly Forecast	Forecasts for next 48 hours starting from the current time.	Worldwide	JSON
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.	Worldwide	JSON
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.	Worldwide	JSON
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.	Worldwide	JSON
Time-Series Based Observations	Observed weather data from site-based observation stations for the previous 24 hours.	Worldwide	JSON
Weather Alert – Headlines & Details (U.S., Canada, Europe)	Government issued (US, Canada and Europe) alert headlines and details in the language requested.	U.S., Canada, Europe	JSON
Location Mapping Services	Utility API for finding locations according to zip code, geocode, city, internationalized state, region, district or province.	Worldwide	JSON
Daily Almanac	Daily average and record weather conditions	U.S.	JSON
Monthly Almanac	Monthly average and record weather conditions	Worldwide	JSON

Current Conditions and Forecast Imagery Layer	This layer features a detailed set of tile-based raster products derived from observation and forecast data and provides access to our most popular mapping layers pre-rendered with appropriate palettes, ready to be applied to Client's base map. Layers are served as pre-cut 256x256 png tiles, addressed according to a XYZ tile address schema.	Worldwide	PNG
Radar & Satellite Layer	Similar to the Current Conditions and forecast imagery layer above, this layer provides selected radar and satellite raster products.	<ul style="list-style-type: none"> <li>● Radar Layer – Alaska</li> <li>● Radar Layer – Continental United States</li> <li>● Radar Layer – Hawaii</li> <li>● Radar Layer – Radar – North American Composite</li> <li>● Radar Layer – Australia</li> </ul>	PNG

## 1.2 Weather Company Data – Enhanced Forecast

This package includes access to the following Data:

Features	Description	Coverage	File Formats
Precipitation Forecast	The Precipitation Events Forecast API provides a weather forecast for precipitation events (rain, snow, sleet, freezing rain) onset and offset times for 28 time steps over the next 7 hours.	Worldwide	JSON
15 Minute Forecast	This API returns forecasted weather in 15 minute increments out to 7 hours.	Worldwide	JSON
Standard 15-Day Hourly	Hourly Forecast for the next 15 Days starting from the current time	Worldwide	JSON
15 Day Forecast – Gridded & Polygonal	Provides a gridded Forecast on Demand at a 4-km resolution, and includes relevant Temperature, Wind, and Precipitation features. Gridded: provides gridded raster data, typically in tiles of 256x256 pixels at various zoom levels. Polygonal: provides geometric vector data, either a line or a polygon, indicating where meteorological values cross a particular threshold; this data can facilitate statistical analysis.	Worldwide	GeoJSON, SHP, KMZ, XZipped, MVT, JSON

## 1.3 Weather Company Data – Enhanced Current Conditions

This package includes access to the following Data:

Features	Description	Coverage	File Formats
Currents on Demand (COD)	High resolution, high temporal current conditions, including associated weather phrase and icon	Worldwide	JSON

Current Conditions – Gridded and Polygonal	Provides a gridded Current Conditions on Demand (Currents on Demand) at a 4-km resolution, and includes relevant Temperature, Wind, and Precipitation features. Gridded: provides gridded raster data, typically in tiles of 256x256 pixels at various zoom levels. Polygonal: provides geometric vector data, either a line or a polygon, indicating where meteorological values cross a particular threshold; this data can facilitate statistical analysis.	Worldwide	GeoJSON, SHP, KMZ, XZipped, MVT, JSON
Personal Weather Station Observations including Bounding Box & Time Series	Global network of (PWS) Personal Weather Stations, includes a crowd-sourced sensor network of more than 200,000 Weather Stations.	Worldwide	JSON

#### 1.4 Weather Company Data – Severe Weather

This package includes access to the following Data:

Features	Description	Coverage	File Formats
Power Disruption Index	The Power Disruption index provides indices indicating the potential for power disruptions due to weather.	Worldwide	JSON
15 day probabilistic tropical forecast	Maximum probability that the wind speed will exceed a threshold for the Indian, northwestern Pacific, or north Atlantic Oceans expressed as a percent value. This is a 15 day forecast aggregate with 80km resolution updated every 12 hours.	West Pacific Basin, Atlantic Basin	GeoJSON, SHP, KMZ, XZipped, MVT, JSON
Storm Reports	Text reports of observed severe weather such as wind or hail damage, snow depth that is parsed from NWS Local Storm Report (LSR) bulletins.	US	JSON
StrikeZone	30 minute lightning intensity forecast	US	GeoJSON, SHP, KMZ, XZipped, MVT, JSON
HailZone	30 minute damaging hail swath forecast	US	GeoJSON, SHP, KMZ, XZipped, MVT, JSON
ShearVision	1 hour trailing tornado path estimates	US	GeoJSON, SHP, KMZ, XZipped, MVT, JSON
HailVision	30 min, 1, 2, 3, 6, and 24 hour trailing hail estimates	US	GeoJSON, SHP, KMZ, XZipped, MVT, JSON
RainVision	1, 3, 6, 12 and 24 hour trailing accumulated rain estimates	Worldwide	GeoJSON, SHP, KMZ,

			XZipped, MVT, JSON
SnowVision	1, 3, 6, 12 and 24 hour trailing accumulated snow estimates	Worldwide	GeoJSON, SHP, KMZ, XZipped, MVT, JSON
IceVision	1, 3, 6, 12 and 24 hour trailing accumulated ice estimates	US	GeoJSON, SHP, KMZ, XZipped, MVT, JSON

## 1.5 Weather Company Data – Lifestyle Indices

This package includes access to the following Data:

Features	Description	Coverage	File Formats
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.	US	JSON
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.	US	JSON
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.	US	JSON
Tides	The U.S. Tides API returns marine tide predictions for up to the next 30 days for coastal locations in United States and its territories.	US	JSON
Aches and Pains	The Aches and Pains index indicates the weather's influence on an individual's potential to feel aches and pains.	Worldwide	JSON
Breathing	The Breathing index indicates weather's influence on the ability to breath for respiratory-sensitive individuals.	Worldwide	JSON
Dry Skin	The Dry Skin index provides indices indicating likelihood that a person will experience dry skin based on weather conditions.	Worldwide	JSON
Frizz	The Frizz Index provides indices indicating likelihood that a person will experience frizzy hair based on weather conditions.	Worldwide	JSON
Frost Potential	The Frost Potential Index provides an indices indicating likelihood of Frost.	Worldwide	JSON
Golf	The Golf Index provides an indices of golfing weather conditions. This index is also available as an hourly value out to 360 hours.	Worldwide	JSON

Heating and Cooling	The Heating and Cooling index provides indices describing the amount of heating/cooling that is required to maintain a comfortable indoor temperature, based on weather conditions.	Worldwide	JSON
Leisure Travel	The Leisure Travel index provides indices of outdoor travel / sightseeing conditions due to weather. This index is also available as an hourly value out to 360 hours.	Worldwide	JSON
Running Weather	The Running Weather Index provides indices of outdoor running conditions due to weather – for short, and long runs. This index is also available as an hourly value out to 360 hours.	Worldwide	JSON
Ski	The Ski Index provides indices of ski conditions due to weather.	Worldwide	JSON
Static Electricity	The Static Electricity Index provides indices indicating the potential for static electricity based on weather conditions.	Worldwide	JSON

## 1.6 Weather Company Data – Cleaned Historical

This package includes access to the following Data:

Features	Description	Coverage	File Formats
Cleaned Historical	The Cleaned Historical package provides access to a variety of observed and derived historical meteorological parameters including temperature, dewpoint, air pressure, wind speed and direction, relative humidity, degree day variables, as well as a set of specialized variables including soil moisture, sea level pressure, wind gust, cloud cover and others. Variables are available by latitude/longitude or specific location code.	Worldwide	JSON, XML, CSV

## 1.7 Weather Company Data – Seasonal Forecast

This package includes access to the following Data:

Features	Description	Coverage	File Formats
Seasonal Forecast	The Seasonal Forecast provides anomaly forecasts for temperature and precipitation for the ensuing 7 months as well as mean values for months 1, 2 and 3 (as measured from the current month), and for months 2, 3, and 4. The product is available as a global gridded data set containing those parameters.	Worldwide	GeoJSON, SHP, KMZ, XZipped, MVT, JSON
Sub-Seasonal Forecast for Weeks 3-5	The Subseasonal Forecast provides anomaly forecasts for temperature and precipitation for the weeks 3, 4 and 5 (as measured from the current week). The product is available as a global gridded data set containing those parameters.	Worldwide	GeoJSON, SHP, KMZ, XZipped, MVT, JSON

## 1.8 Weather Company Data – History on Demand

This package includes access to the following Data:

Features	Description	Coverage	File Formats
History on Demand (HoD)	History on Demand offers a comprehensive data set spanning the period of July of 2011 to the present. Set on a worldwide 35 square kilometer grid, the product contains hourly values for surface temperature, wind speed, wind direction, relative humidity, atmospheric pressure, and dewpoint.	Worldwide	CSV

## 1.9 Weather Company Data – Renewable Energy

This package includes access to the following Data:

Features	Description	Coverage	File Formats
Renewable Energy	The Renewable Energy package provides access to 15 day hourly forecasts of wind speed, wind direction and density for any level between 10m and 120m. Forecasts above 120m are available out to Day 9. In addition the package provides access to 15 day hourly forecasts of global horizontal irradiance (GHI) and 9 day forecasts of downward normal irradiance (DNI)	Worldwide	JSON

## 1.10 Weather Company Data – Agriculture

This package includes access to the following Data:

Features	Description	Coverage	File Formats
Agriculture	The Agriculture package provides access to 15 day hourly forecasts of soil moisture and soil temperature at any level between 0 and 200cm below the ground. In addition, 15 day hourly forecasts of reference evapotranspiration, crop specific reference evapotranspiration and evapotranspiration are provided	Worldwide	JSON

## 1.11 Weather Company Data – Probabilistic Forecast

This package includes access to the following Data:

Features	Description	Coverage	File Formats
Probabilistic Forecast	The Probabilistic Forecast package provides a variety of statistical forecast Content including a histogram and/or probability integrations over a specified parameter value ranges and/or generalized percentile value extractions. Hourly forecast data starts at the beginning of the current hour, at time of call, and extends through the 10 days (including the current day). Initial forecast parameters include temperature and accumulated precipitation over each hour, with additional parameters planned for addition.	Worldwide	JSON

## 2. Security Description

This Cloud Service follows IBM's data security and privacy principles for Cloud Services which are available at <http://www.ibm.com/cloud/data-security> and any additional terms provided in this section. Any change to IBM's data security and privacy principles will not degrade the security of the Cloud Service.

Client recognizes this Cloud Service does not offer features for the protection of Content that contains personal data, sensitive personal data or data subject to additional regulatory requirements. If Client includes such data in its Content, it instructs IBM to process such data in accordance with this Agreement after determining that the technical and organizational security measures are appropriate to the risks presented by the processing and the nature of the data to be protected. Client acknowledges that IBM has no knowledge of the types of data that have been included in the Content, and cannot make an assessment as to the suitability of the Cloud Services or the security protections in place.

## 3. Technical Support

Technical support for the Cloud Service is provided via email or phone. IBM will make available the IBM Software as a Service Support Handbook – <https://www-01.ibm.com/software/support/handbook.html> which provides technical support contact information and other information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering.

## 4. Entitlement and Billing Information

### 4.1 Charge Metrics

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

- a. Million API Calls is a unit of measure by which the Cloud Service can be obtained. An API Call is the invocation of the Cloud Service via a programmable interface. Sufficient entitlements must be obtained to cover the total number of API Calls, rounded up to the nearest Million, during the measurement period specified in Client's PoE or Transaction Document.
- b. Million US Dollars Total Revenue is a unit of measure by which 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 the [Conversion unit table](#) website. 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.
- c. Thousand API Calls is a unit of measure by which the Cloud Service can be obtained. An API Call is the invocation of the Cloud Service via a programmable interface. Sufficient entitlements must be obtained to cover the total number of API Calls, rounded up to the nearest Thousand, during the measurement period specified in Client's Proof of Entitlement or Transaction Document.

For the purpose of this Cloud Service, an API Call to Cleaned Historical weather data is the invocation of the Cloud Service via a programmable interface requesting up to 7 days of values for a location.

- d. Million Record Line is a unit of measure by which the IBM Cloud Service can be obtained. A Record is the data that represent any physical or electronic document managed by the IBM Cloud Service. Record Lines are the line items within the Record processed using the IBM Cloud Service. Each Million Record Line entitlement represents one Million Record Lines. Sufficient Million Record Line entitlements must be obtained to cover the total number of Record Lines processed by the IBM Cloud Service during the measurement period specified in Client's Proof of Entitlement or Transaction Document.

For the purpose of this Cloud Service, the retrieval of one day or portions thereof of the parameters for the location requested is counted as a single Record Line.

### 4.2 Partial Month Charges

A partial month charge as specified in the Transaction Document may be assessed on a pro-rated basis.

### 4.3 Overage Charges

If Client's actual usage of the Cloud Service during the measurement period exceeds the entitlement stated on the PoE, then Client will be invoiced for the overage, as set forth in the Transaction Document.

#### **4.4 Verification**

Client will i) maintain, and provide upon request, records, system tools output, and access to Client's premises, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

#### **5. 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.

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.

#### **6. Additional Terms**

##### **6.1 General**

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

##### **6.2 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.

##### **6.3 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), or use the Cloud Service or Data for any marketing or content-based decisioning.
- 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:



- (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) Where Client is using Cleaned Historical Data, the Data must be transformed or otherwise altered from its original form.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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:

(8) Third Party Facing Application Support Classifications

<b>Classification</b>	<b>Impact</b>	<b>Initial Response Time</b>	<b>Resolution Time</b>
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

Classification	Impact	Initial Response Time	Resolution Time
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.

#### 6.4 Maximum Monthly API Usage

Weather Company Data Packages – Enhanced Forecast, Enhanced Current Conditions, Severe Weather, Lifestyle Indices, and Seasonal Forecast each support a total of up to 500M API calls/month. The Weather Company Data Package – Core supports the subscribed number of API calls/month identified in a Transaction Document and imposes an overage charge for calls above the subscribed limit. IBM reserves the right to audit the usage and may impose usage limits should the Client exceed the limit on any package. The Weather Company Data Package – Cleaned Historical supports the subscribed number of API calls/month identified in a Transaction Document, and API calls/month limits are enforced for each subscription level. A Cleaned Historical API call is defined as a request for up to 7 days of data for a specified location. When enforced, the usage limits will result in a shutdown of the data stream. Client is responsible for monitoring and controlling its usage. If Client's application requires more API calls/month than the prescribed package limit, please contact an IBM sales representative. A month is a standard U.S. calendar month.

#### 6.5 Data Source Attributions

Data displayed in any Third Party Facing Application requires the following attributions (further details of attribution requirements on a per API basis are provided in the API documentation).

Package	Feature	Attribution Requirement
Weather Company Data – Core	Weather Alert – Headlines & Details (U.S., Canada, Europe)	<p>Clients must provide data source attribution on anywhere data is displayed. The attribution phrase must display: "Issued by &lt;Office Name&gt; – &lt;Office Admin District Code&gt;, &lt;Office Country Code&gt;, &lt;Source&gt;, &lt;Disclaimer&gt;".</p> <ul style="list-style-type: none"> <li>• Example: Issued by National Weather Service – Bismarck, US</li> <li>• Example: Issued by Central Institute for Meteorology and Geodynamics – Austria, EMETNET-Meteoalarm</li> </ul>
Weather Company Data – Core	Radar & Satellite Layer	<p>Clients of (Radar Layer – Australia) must provide data source attribution on anywhere data is displayed. The attribution phrase must display: "Australian Bureau of Meteorology" brand/trademark logo and Weblink. <a href="http://www.bom.gov.au">http://www.bom.gov.au</a></p>
Weather Company Data – Lifestyle Indices	Air Quality Historical, Observations and Forecast	<p>Clients must provide data source attribution on anywhere data is displayed. The attribution phrase must display: "Source: EPA: AirNow".</p>

#### 6.6 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.

## 6.7 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.

## 6.8 Use of Third Party Services

The Cloud Service application layer and Client's data and Content, may be hosted on a third party cloud services infrastructure and platform not managed by IBM. The Cloud Service infrastructure, certain aspects of the Cloud Service platform, and related services, including: data center, servers, storage and network; application and data backup; firewall and threat detection; and APIs for application deployment, monitoring and operation (collectively, the "Third Party Cloud Platform Services") may be hosted and managed by a third party provider. Accordingly, notwithstanding anything in this Service Description or the base services agreement under which this Cloud Service is provided (e.g. the Cloud Services Agreement) (the "Base Agreement"):

- a. Obligations of IBM relating to data security and data protection in the Base Agreement in the description of the Cloud Service's security practices in Section 2 above (Security Description), and in the referenced IBM Data Security and Privacy Principles, do not apply to the Third Party Cloud Platform Services or to the Cloud Service to the extent the Cloud Service is dependent on the Third Party Cloud Platform Services. The Cloud Service may not be used for the transmission, storage or processing of any Protected Health Information or of any personal data of individuals residing in the European Union.
- b. If the provider of the Third Party Cloud Platform Services notifies IBM that it has withdrawn or terminated its services or IBM's or Client's access to such services, IBM may terminate the Cloud Service immediately upon the effective date of such termination by the third party provider by providing notice of termination to Client.
- c. IBM makes no warranties or conditions, express or implied, and IBM will have no liability to Client regarding the Third Party Cloud Platform Services or to the Cloud Service to the extent dependent on the Third Party Cloud Platform Services.
- d. Client agrees to indemnify, defend and hold IBM harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to claims against IBM by the Third Party Cloud Platform Services provider) concerning: (a) Client's use of the Cloud Services; (b) breach of this Service Description, the Base Agreement or violation of applicable law by Client; (c) Client's Content or the combination of Client's Content with other applications, Content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Client's Content or by the use, development, design, production, advertising or marketing of Client's; or (d) a dispute between IBM and Client.