Weather Company Data Packages

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 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 Service Description.

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 and10 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

Features	Description	Coverage	File Formats
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 precut 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.	• Radar Layer – Alaska • Radar Layer – Continental United States • Radar Layer – Hawaii • Radar Layer – Radar – North American Composite • Radar Layer – Australia	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

Client is entitled to make up to 500M API calls per month.

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

Client is entitled to make up to 500M API calls per month.

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

Features	Description	Coverage	File Formats
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

Client is entitled to make up to 500M API calls per month.

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

Features	Description	Coverage	File Formats
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

Client is entitled to make up to 500M API calls per month.

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

Client's access to the Cleaned Historical API will be disabled once its entitlement is exceeded.

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

Client is entitled to make up to 500M API calls per month.

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 data sets to address different historical data needs. ● Reanalysis is a worldwide, comprehensive data set spanning the period of July of 2011 to the present. Set on a roughly 23 square kilometer grid (measured at the equator with decreasing longitudinal spacing at higher latitudes), the product contains hourly values for surface temperature, wind speed, wind direction, relative humidity, atmospheric pressure, precipitation rate and dewpoint. ● Conditions is a worldwide land mass and coastal waters data set spanning the period of September 2015 to the present. Set on a 4 square kilometer grid, the product contains hourly values many weather parameters including temperature, windspeed, dewpoint, humidity and several period accumulation parameters such as 24 hour minimum and maximum temperature and precipitation accumulation and snowfall.	Worldwide	CSV

The Cloud Service's API calls limit for this package is a maximum of 100 API calls per second for point type queries and 3 requests per second for area type queries. Client may experience fewer API calls per second to the extent, and in proportion to, other IBM Clients making simultaneous requests to the package APIs.

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

The Cloud Service's API request rate for this package is a maximum of 200 API requests per second. Client may experience lesser request rates to the extent, and in proportion to, other IBM clients making simultaneous requests for this package.

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

The Cloud Service's API request rate for this package is a maximum of 200 API requests per second. Client may experience lesser request rates to the extent, and in proportion to, other IBM clients making simultaneous requests for this package.

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). The package also includes access to probabilistic prototypes which are abstracted from the ensemble members used to create the probability histograms. Forecast parameters include temperature, dewpoint, wind speed and direction, relative humidity and accumulated liquid precipitation equivalent over each hour.	Worldwide	JSON

The Cloud Service's API request rate for this package is a maximum of 200 API requests per second. Client may experience lesser request rates to the extent, and in proportion to, other IBM clients making simultaneous requests for this package.

1.12   Weather Company Data – Recent Lightning Strikes for Site

This package includes access to the following Data:

Features	Description	Coverage	File Formats
Recent Lightning Strikes for a Site (Small Area)	The Recent Lightning Strikes for Site package provides lightning strike Data for a number of accumulated time periods ranging from 15 second to 15 minute aggregations. The package provides cloud-to-ground and cloud-to-cloud strike information (with differentiation where available) within a 10 mile (16 km) radius of a desired location.	Worldwide	JSON

1.13   Weather Company Data – Recent Lightning Strikes for Local

This package includes access to the following Data:

Features	Description	Coverage	File Formats
Recent Lightning Strikes for a Local Area	The Recent Lightning Strikes for Local package provides lightning strike Data for a number of accumulated time periods ranging from 15 second to 15 minute aggregations. The package provides cloud-to-ground and cloud-to-cloud strike information (with differentiation where available) within a 25 mile (40 km) radius of a desired location.	Worldwide	JSON

1.14   Weather Company Data – Recent Lightning Strikes for Region

This package includes access to the following Data:

Features	Description	Coverage	File Formats
Recent Lightning Strikes for a Regional Area	The Recent Lightning Strikes for Region package provides lightning strike Data for a number of accumulated time periods ranging from 15 second to 15 minute aggregations. The package provides cloud-to-ground and cloud-to-cloud strike information (with differentiation where available) within a 100 mile (160 km) radius of a desired location.	Worldwide	JSON

1.15   Weather Company Data – Recent Lightning Strikes for Large Region

This package includes access to the following Data:

Features	Description	Coverage	File Formats
Recent Lightning Strikes for a Large Regional Area	The Recent Lightning Strikes for Large Region package provides lightning strike Data for a number of accumulated time periods ranging from 15 second to 15 minute aggregations. The package provides cloud-to-ground and cloud-to-cloud strike information (with differentiation where available) within a 200 mile (325 km) radius of a desired location.	Worldwide	JSON

1.16 Weather Company Data – Recent Lightning Strikes for US

This package includes access to the following Data:

Features	Description	Coverage	File Formats
Recent Lightning Strikes for Continental United States	The Recent Lightning Strikes for US package provides lightning strike Data for a number of accumulated time periods ranging from 15 second to 5 minute aggregations. The package provides cloud-to-ground and cloud-to-cloud strike information (with differentiation where available) for a bounding region covering the Continental US.	Worldwide	JSON

1.17 Weather Company Data – Recent Lightning Strikes for Global

This package includes access to the following Data:

Features	Description	Coverage	File Formats
Recent Lightning Strikes for Global	The Recent Lightning Strikes for Global package provides lightning strike Data for a number of accumulated time periods ranging from 15 second to 5 minute aggregations. The package provides cloud-to-ground and cloud-to-cloud strike information (with differentiation where available) for the globe.	Worldwide	JSON

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. IBM will update Data Sheets as required when changes are made to the Cloud Service. 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), as may be modified by IBM, apply to the Cloud Service and its available options.

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

https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=0815C3C04DF111E69D99A7F65171374C

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).

3. 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-01.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.

4. Entitlement and Billing Information

4.1 Charge Metrics

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

- 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.

- 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.

- 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.

  For the purpose of The Weather Company Data Package – Cleaned Historical Cloud Service, a Cleaned Historical API call is defined as a request for up to 7 days of data for a specified location.

- 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 the Weather Company Data Package – History on Demand, the retrieval of one day, or any portions thereof, of the parameters for the location requested is counted as a single Record Line.

- Ten 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 Ten Thousand, during the measurement period specified in Client's Proof of Entitlement or Transaction Document.

- Billion 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 billion US Dollars.

4.2 Overage Charges

If actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, an overage charge will be billed at the rate specified in the Transaction Document in the month following such overage.

4.3 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.

4.4 Verification

Client will i) maintain, and provide upon request, records, and system tools output, 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.

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.

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.   Client's use of the "Recent Lightning Strikes" Cloud Service is restricted solely to its own internal use and the Data from this Service may not be reproduced, redistributed, retransmitted, resold or externally displayed in Third Party Applications or otherwise.

h.   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

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.

6.4   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.

6.5   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.

6.6   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.