



Service Description

Weather Company Alerts for Worker Safety

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

IBM Weather Company Alerts for Worker Safety provides Client with the ability to receive Data provided by The Weather Company, an IBM business, for monitored locations that are forecasted to experience a Peril. "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. A Peril is a weather condition, a threshold, and a timeframe for advance warning that will trigger a weather alert. Each Cloud Service base offering includes access to different methods of outbound alert communications, a specified number of standard Perils, premium Perils, and government alerts. For each specified weather event that is forecasted to impact a monitored location, a weather notification will be sent by Digital Message to a specified Contact Record.

Feature	Weather Company Alerts for Worker Safety Essentials	Weather Company Alerts for Worker Safety Advanced	Weather Company Alerts for Worker Safety Enterprise Integration
Administrative Accounts	Unlimited	Unlimited	Unlimited
Communication Methods	e-mail, API, Mobile Support	e-mail, API, Mobile Support	API, Mobile Support
Government Alerts	5	10	10
Standard Perils	5	10	10
Premium Perils	0	5	5

Government Alerts include government-issued weather alerts in an applicable country or territory that are based on public data, such as US National Weather Service watches and warnings.

Standard Perils are weather alert types based on proprietary Data and forecast models. Examples include cumulative rain, cumulative snow, high wind, high temperature and low temperature.

Premium Perils are compound, advanced logic, and/or hyper-localized alert types based on proprietary Data and forecast models. Examples include hail, lightning and accumulated ice alerts.

This service provides access to three types of mobile technology assets:

a. Follow-Me alerting capability

Access to server API and associated matching technology to update location of an asset and match weather conditions based on the most recent updated location.

b. Mobile Software Developer Kit (SDK)

Access to mobile SDK for iOS and Android platforms. The Mobile SDK allows the Client to easily integrate Weather Company Alerts APIs within mobile applications. Use of the Mobile Support Developer Kit in conjunction with the Follow-Me alerting capability will cause the static or most recently-updated location of the users device to be transmitted and collected by the Cloud Service. This information is used for the purpose of delivering the Cloud Service.

Client is required to obtain legal advice whether the use of this functionality within the Cloud Service complies with Client's privacy policy or the privacy policy requires an update before implementing this functionality and deploying the same.

IBM is delivering Weather Company Alerts code modules for Android and iOS ("SDK Code") to Client for further development, build and test. To the extent that further development, build and test is performed by Client under the Client's Apple Developer or Developer Enterprise Program Agreement, that Client confirms that they have all appropriate Apple developer program license(s) and that the Client, as Apple's licensee, is subject to, and will comply with, the terms of the

appropriate Apple developer program agreement. IBM grants no express or implied patent or other license with respect to such SDK Code.

Notwithstanding anything to the contrary contained in this Agreement, IBM makes no express or implied warranties or representations with respect to such SDK Code, is not liable for any damages arising out of use of the SDK Code, and provides no indemnity for the same.

c. Native Push notifications

Access to Native Push notification delivery method for iOS and Android platforms. Native Push notifications allow weather notifications to show up on a mobile device even if the associate application is not currently running on the device.

1.2 Optional Services

All Add-On service entitlements must be acquired in an equivalent quantity to Client's corresponding base offering.

1.2.1 Weather Company Alerts for Worker Safety – Government Add-On

This service provides 5 additional government alerts per Hundred Registrations and is only available with the Weather Company Alerts for Worker Safety Essentials service.

1.2.2 Weather Company Alerts for Worker Safety – Standard Perils Add-On

This service provides 5 additional standard Perils per Hundred Registrations.

1.2.3 Weather Company Alerts for Worker Safety – Premium Perils Add-On

This service provides 5 additional premium Perils per Hundred Registrations and is only available with the Weather Company Alerts for Worker Safety Essentials service.

1.2.4 Weather Company Alerts for Worker Safety – US and Canada SMS Add-On

This service supports SMS delivery of alerts per Hundred Registrations only within the US and Canada and may only be used with either the Weather Company Alerts for Worker Safety Essentials or Advanced offerings.

1.2.5 Weather Company Alerts for Worker Safety – Europe SMS Add-On

This service supports SMS delivery in bundles of 1,000 SMS alerts to locations in Europe and may only be used with either the Weather Company Alerts for Worker Safety Essentials or Advanced offerings.

1.2.6 Weather Company Alerts for Worker Safety – Asia, Africa, Latin America SMS Add-On

This service supports SMS delivery in bundles of 1,000 SMS alerts to locations in Asia, Africa and Latin America and may only be used with either the Weather Company Alerts for Worker Safety Essentials or Advanced offerings.

2. Content and Data Protection

The Data Processing and Protection Data Sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options.

Client acknowledges that i) IBM may modify Data Sheet(s) from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to Data Sheet(s) will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to Data Sheet(s) will materially degrade the security of a Cloud Service.

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

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=803BCD7099FC11E6A121FF7B62CD6B8A>

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. Service Level Agreement

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

3.1 Availability Credits

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

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

3.2 Service Levels

Availability of the Cloud Service during a contracted month

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

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

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

4. Technical Support

Technical support for the Cloud Service is provided via email. 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.

5. Entitlement and Billing Information

5.1 Charge Metrics

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

- Hundred Registrations is a unit of measure by which the Cloud Service can be obtained. A Registration is a unique entry that is processed by, managed by, or related to the use of the Cloud Service, as described in a Transaction Document. Sufficient entitlements must be obtained to cover the total number of Registrations that exist during the measurement period specified in Client's PoE or Transaction Document.

For purposes of this Cloud Service, one Registration consists of the combination of an individual a recipient (person) of a weather alert the Data and a location, or information derived directly from a weather alert, regardless of whether that alert Data is delivered directly or indirectly to the individual by this Cloud Service. For direct message delivery options provided by the Cloud Service (e.g., email, SMS, native push, push to HTTP endpoint via API, etc), each delivery method used to deliver alerts Data to the recipient counts as one Registration.

- 1000 Digital Messages is a unit of measure by which the Cloud Service can be obtained. A Digital Message is an electronic communication managed or processed by the Cloud Service. Sufficient entitlements must be obtained to cover the total number of Digital Messages, rounded up to the nearest thousand, managed or processed by the Cloud Service during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document.

5.2 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.

5.3 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.

6. Term and Renewal Options

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

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

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

7. Additional Terms

7.1 General

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

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

7.2 Cloud Service Use and Restrictions

- a. The Cloud Service uses application program interfaces (APIs) that enable Client to receive Data from IBM.
- b. 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.
- 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 maintain and adhere to Client's privacy policies in connection with Client's access, use, sharing and storage of Data.
- f. 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 Service Description.
- g. 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.
- h. When Client displays, transmits, exhibits, distributes, demonstrates or otherwise conveys Data in any form or manner accessible by a third party (e.g. Client's end customers, business partners or products and services) ("Third Party Facing Application"), Client agrees that:
 - (1) Client is prohibited from using 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) Client's Third Party Facing Application shall not use Data in conjunction with that of a third-party except for 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 Data displayed in a Third Party Facing Application.
 - (3) Client may not change the specific weather information or forecasts contained or depicted in any part of Data and shall not otherwise edit, modify, alter or prepare derivative works of 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 third-party or other content besides Data included within a Third Party Facing Application or any products or services by Client and advertised near Data.

7.3 Lawful Use of Cloud Services and Digital Message Services

The Cloud Service permits Clients to send Client's end customer Data via an electronic communication, including by email, SMS or single designated Client implemented listener API, managed or processed, by the Cloud Service ("Digital Message") based on personal information uploaded by Client to the Cloud Service concerning Client's end customers.

With respect to those Digital Messages, IBM does not: (a) allow Client to access information and systems that are normally within IBM's exclusive control; (b) approve the content of Client's Digital Message; (c) provide Client with distribution lists, end customer lists, telephone numbers, Client's end customers digital addresses or any other information regarding actual or potential recipients of Client's Digital Messages ("Contact Record"); (d) investigate Contact Records to determine their ownership, use, or validity; (e) dial telephone numbers; and (f) monitor Client's compliance with applicable statutes, laws and regulations, or industry guidelines. With respect to Digital Messages, Client does not allow IBM to: (a) access information and systems that are normally within Client's exclusive control; (b) approve the content of Client's Digital Messages; (c) review or approve any of Client's Contact Records; and (d) investigate Contact Records to determine their ownership, use, or validity.

Client represents and warrants that with respect to any Digital Messages IBM sends on Client's behalf via the Cloud Service: (1) none of the distribution lists provided by Client include any Contact Record owned or used by any person(s) who have not given prior express written permission and consent to be included on such list for the purpose of receiving Digital Messages; (2) all of Client's Digital Messages include a valid opt-out mechanism in each Digital Message; (3) every person associated with a Contact Record who Client transmits, directs or otherwise causes a Digital Message to be sent to, has provided their prior express written or other consent to receive the Digital Message(s) in accordance with all applicable statutes, laws and regulations, industry guidelines and applicable campaign application form commitments made during the provisioning process; and (4) its use of the Cloud Service is in compliance with all applicable rules, regulations, directives, statements, and codes of practice relative to use of the Cloud Service and sending of Digital Messages (e.g. CASL, Can Spam, the Telephone Consumer Protection Act, Mobile Marketing Associations Consumers best practices guidelines, Cellular Telecommunications & Internet Association (CTIA) guidelines and agreements, and telephone carrier content and use standards (available upon request)).

Client will defend (at IBM's sole option), or, indemnify, and hold IBM harmless from and against any claims and/or damages that arise from or are related to (i) Client's use of the Digital Message function of Cloud Service, (ii) Client's breach of the terms of this section or (iii) any recipient of any of a Digital Message or by any other third-party claiming or alleging that Client is an agent, principal, joint venturer, partner, affiliate, representative, employee, employer, or fiduciary of IBM. IBM will provide Client (at Client's expense) with information and assistance reasonably necessary to defend a claim. Any investigation (faulty or otherwise) or any failure to investigate by IBM shall not limit or otherwise affect IBM's right or ability to obtain full and complete relief from Client.

Client agrees to require Client end customers who are going to receive a Digital Message from IBM on behalf of the Client to agree terms of service that at minimum contain the following terms:

- a. Client's end customers must waive and hold IBM and its suppliers harmless from all claims against IBM and/or its suppliers arising from Client's end customers use of or reliance on the Digital Messages content.
- b. Client's end customers must acknowledge that (i) Digital Messages are sent solely for their convenience, (ii) Client's end customers is responsible for his/her own use of or reliance on the Digital Message content, (iii) Client's end customers should not rely exclusively on the Digital Message content and should check them against other sources, (iv) the Digital Messages are provided "as is" and may be delayed or not be transmitted at all, (v) IBM and its Suppliers each disclaim all representations and warranties and make no commitments as to the accuracy, timeliness or reliability of the Digital Messages or their content.

7.4 Disclaimer of Warranties

Client acknowledges and agrees that the Data is wholly advisory in nature and all actions and judgments it takes with respect to the Data provided as a part of the Cloud Service is Client's sole responsibility. Client acknowledges the inherent risk of relying upon weather Data and forecasts provided with Data and Client is urged to verify Data provided against other sources prior to use.

Notwithstanding any Warranty provided in the Agreement, IBM AND ITS SUPPLIERS DO NOT WARRANT AVAILABILITY, ACCURACY, TIMELINESS, PREDICTIVE VALUE, COMPLETENESS OR RELIABILITY OF THE CLOUD SERVICE, OR ANY OF THE DATA, DIGITAL MESSAGES, NOTIFICATIONS, INCLUDING WITHOUT LIMITATION ANY WEATHER, ENVIRONMENTAL AND GEOLOGICAL INFORMATION; AND CLIENT ACKNOWLEDGES AND AGREES THAT ITS USE OF THE SAME IS AT CLIENT'S OWN DISCRETION AND RISK.

7.5 Country Limitations on Usage

Client is responsible for, and IBM's obligations under this Service Description shall be conditioned on Client determining whether its use of 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 or territory in which it operates or uses Data.