



Service Description

Weather Company Ground Transportation

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

1. Cloud Service

The IBM Cloud Service for Weather Company Ground Transportation (Cloud Service) uses application program interfaces (APIs) that enable Client to receive Data. "Data" means weather data and traffic data (both real-time flows and incidents), delivered via the Cloud Service (including without limitation forecasts, maps, alerts and graphs), as described in this SD.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 Weather Company Ground – Traffic Services

This package includes access to the following Data:

Component	Description
Weather Company Ground – Real Time Traffic Flow	This service provides traffic flow data for eXtreme Definition (XD) road segments. The Data contains the segment code, roadway name, current speed, typical speed, free flow (or reference) speed, delta speed (difference between typical and current), travel time along segment and congestion level. The Data is updated every five minutes.
Weather Company Ground – Traffic Incidents	This service contains spoken language support (in English and the local language of the geography) outlining any roadway incident that is impeding the normal flow of traffic. This Data includes accidents, events, construction, weather, congestion, police, and user reported situations. Incidents are updated every five minutes through the life of the given incident.

1.1.2 Weather Company Ground – In Vehicle Traffic Services

This package includes access to the following Data:

Component	Description
Weather Company Ground – In Vehicle Real Time Traffic and Incidents	This service combines information from Weather Company Ground – Real Time Traffic Flow and Weather Company Ground – Traffic Incidents into a single service created and priced to address distribution to a vehicle.

1.1.3 Weather Company Ground Travel Time Forecast

This package includes access to the following Data:

Component	Description
Weather Company Ground Travel Time Forecast	This service provides forecast travel times for any travel route within the contiguous United States.
Weather Company Ground Travel Time Forecast Flex Delivery	This service provides forecast travel times for roadways within a region, state or other geographic boundary within the contiguous United States.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies to personal data contained in Content, if and to the extent i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply.

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

Weather Company Ground Traffic Services

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=2476E190F6F511E6A4D1A0107E2821F7>

Weather Company Ground In Vehicle Traffic Services

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=F0844700F6F511E6982D0C38141F4056>

Weather Company Ground Travel Time Forecast

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=0D9513A04E3F11E88CA35FB9AF6FA368>

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides Client with the following availability service level agreement (SLA). IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to contact IBM regarding service availability issues are in IBM's Cloud Service support handbook at https://www.ibm.com/software/support/saas_support_overview.html.

Availability	Credit (% of monthly subscription fee*)
Less than 99.9%	2%
Less than 99.0%	5%
Less than 95.0%	10%

* The subscription fee is the contracted price for the month which is subject to the claim.

3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the Cloud Service in the IBM support guide available at <https://www.ibm.com/support/home/pages/support-guide/>.

4. Charges

4.1 Charge Metrics

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

The following charge metrics apply to this Cloud Service:

- Item is an occurrence of a specific item that is managed by, processed by, or related to the use of the Cloud Service. For the purpose of this Cloud Service, Item is defined as a vehicle.
- Population is all the inhabitants of a particular geographic area residing in Client's entity using the Cloud Services.

5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

5.1 Termination of Service

Upon expiration or termination of Client's subscription, Client's credentials for accessing the Cloud Service will be deleted.

5.2 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., traffic-triggered advertising), or use the Cloud Service or Data for any marketing or Data-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 in writing of any known or reasonably suspected collection or extraction of Data from Client's Custody, and in such case, the parties shall discuss in good faith a commercially reasonable plan for Client to mitigate any such activity and prevent any reoccurrence. In the event the parties are unable to agree upon such a plan, 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 update Client's 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 Data 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 Data or analysis thereof.
 - (2) IBM shall be the exclusive provider of traffic and traffic related Data and information for a Third Party Facing Application. Accordingly, (i) Client shall not display anywhere within a Third-Party Facing Application any traffic or traffic related Data other than the Data; and (ii) Client shall not include anywhere within a Third Party Facing Application any Data provided by any party whose primary line of business consists of the production, distribution or display of traffic or traffic related information, provided that, Client may include traffic or traffic related Data 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 traffic service programming or Data other than IBM or its affiliates (whether local, regional, national or international) near the Data displayed in a Third-Party Facing Application.
 - (3) Client may not change the specific weather information, traffic information, data or forecasts contained or depicted in any part of the Data and shall not otherwise edit, modify, alter or prepare derivative works of the Data.
 - (4) Client shall not display any clickable hypertext/graphical links and logos containing embedded hypertext links, trademarks, service marks, logos or other proprietary indicia of IBM, or The Weather Company, an IBM Business, in a Third Party Facing Application.
 - (5) Client shall not imply, directly or indirectly that IBM provides, endorses, sponsors, certifies or approves of any other Data included within a Third-Party Facing Application or any products or services advertised near the Data.
 - (6) Client's transmission and display of the Data shall be without interruption and in conformance with the following technical specifications and performance standards as may be amended from time to time:
 - (a) IBM reserves the right to establish and limit the maximum frequency with which Client may call the data feed for a given location ID requesting a data set for that location ID.

During the time period in between refresh periods, it is Client's responsibility to cache the data.

(b) Data Display:

Client shall provide IBM with an opportunity to review its usage of the Data for a period of not less than five (5) business days before making the Data available on or through a Third Party Facing Application. IBM shall have the right to disapprove the way the Data is displayed within a Third-Party Facing Application if 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.

5.3 Country Limitations on Usage

Client is responsible for, and IBM's obligations under this SD shall be conditioned on Client determining whether its use of the Data is permissible and, to the extent necessary, obtaining, all necessary licenses, permits, approvals or authorizations from any governmental entity or agency in the country in which it operates or uses the Data.