

Service Description

IBM IoT Weather Data on Cloud

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

1. Cloud Service

IBM IoT Weather Data on Cloud offers access to weather information provided by The Weather Company, an IBM Business, for IBM Maximo Asset Health Insights and IBM Maximo Asset Manager Scheduler Plus Clients. It includes access to forecast data, current data, historical data based on the location where users or assets are located.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM IoT Weather Data on Cloud, Maximo Asset Health Insights

IoT Weather Data on Cloud, Maximo Asset Health Insights provides current, historical and forecasted weather information that is useful in gaining insights into the health of critical enterprise assets. The weather information can be captured in a formula to calculate the asset health score along with other information such as sensor data, age, or historical maintenance or failure data stored in Maximo within the asset record. IBM IoT Weather Data on Cloud, Maximo Asset Health Insights subscription provides weather data only for usage with and from within the Maximo Assets Health Insights Program. Entitlements to IBM Maximo Asset Health Insights or IBM Maximo Asset Health Insights on Cloud are required for the Cloud Service.

1.1.2 IBM IoT Weather Data on Cloud together with Maximo Asset Management Scheduler Plus

IBM IoT Weather Data on Cloud together with Maximo Asset Management Scheduler Plus provides access to weather information for Maximo Asset Management Scheduler Plus clients. It includes access to forecast data and current conditions. IBM IoT Weather Data on Cloud, Maximo Asset Manager Scheduler Plus subscription provides weather data only for usage with and from within the Maximo Asset Manager Scheduler Plus Program. Entitlements to IBM Maximo Asset Management Scheduler Plus, IBM Maximo Asset Management Scheduler Plus on Cloud, IBM Maximo Asset Management Scheduler Plus Bundle on Cloud or IBM Maximo Field Workforce Management on Cloud are required for the Cloud Service.

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 if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content.

Weather Company Data Packages for data being transferred from the Weather Company to IBM IoT Weather Data on Cloud

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

IBM Enterprise Asset Management on Cloud (Maximo) processing data of IBM IoT Weather Data on Cloud

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=91E58490BC4911E499F1528B5A128231>

3. Service Levels and Technical Support

3.1 Service Level Agreement

Not applicable for this Cloud Service.

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:

- Asset is a uniquely identified tangible resource or item of value to be accessed or managed by the Cloud Services.
- Authorized User is a unique user authorized to access to the Cloud Services in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.
- Concurrent User is the number of users simultaneously accessing the Cloud Service in any manner directly or indirectly (for example, through a multiplexing program, device, or application server) at any particular point in time. A person who is simultaneously accessing the Cloud Service multiple times counts only as a single Concurrent User

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 General

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.

Client agrees that the Weather Company APIs and related specifications and documentation are IBM confidential information and cannot be used or disclosed outside the terms of this SD.

The Weather Company alerts are not supported with IoT Weather Data on Cloud, Maximo Asset Health Insights and IoT Weather Data on Cloud Maximo Asset Management Scheduler Plus.

The Cloud Service and its output are not to be relied upon in substitution for the exercise of independent judgment.

Considerations identified by the Cloud Service are suggestions only and do not replace Client's or Cloud Service users' expert judgment. Based on the Cloud Service users' own experience, courses of action not identified by the Cloud Service may exist that should be considered.

The Cloud Service should only be used to assist qualified personnel acting within their areas of competence, and only such persons are permitted to utilize the Cloud Service.

The Cloud Service does not include information on alternative options associated with each suggested option. These options are an important component of a comprehensive plan and should be carefully considered when making decisions.

5.2 IBM Weather Content

Weather Content – means weather data, both historical and forecasted (including without limitation forecasts, maps, alerts and graphs).

5.3 Termination of Service

Client must contact IBM in order to disable access to The Weather Company features from their Maximo system upon termination of Client's subscription to the Cloud Service.

5.4 Restrictions of Use

- a. Client's use of the Weather Content is restricted solely to its own internal use. Client may not reproduce, redistribute, retransmit, demonstrate, convey, sublicense, externally display or exhibit either:
 - the Weather Content, any parts thereof; or
 - any results, conclusions or insights reached as a result of using Weather Content (Derived Content), directly or indirectly, 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) the essential purpose of which is to provide historic, current or forecast weather or atmospheric conditions or analysis thereof. To the extent Client does or authorizes the display of Derived Content as part of a Third Party Facing Application, Client shall not imply, directly or indirectly that IBM provides, endorses, sponsors, certifies or approves the Derived Content or any products or services promoted or associated with the Derived Content.
- b. Client acknowledges IBM may change the style, form or content of, and eliminate or discontinue segments of, the Weather Content 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 Weather Company.
- c. Client shall not use the Cloud Service or Weather Content to target or trigger advertising, serve advertising based on the Weather Content being associated with the location of any user of a consumer facing technology (e.g., weather-triggered advertising), or use the Cloud Service or Weather Content for any marketing or content-based decisioning.
- d. Client shall not use the Weather Content 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.
- 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 Service Document.
- f. Weather Content may only be used in conjunction with IBM Maximo Asset Health Insights and IBM Maximo Asset Manager Scheduler Plus. Weather Content may not be used independently or outside of IBM Maximo Asset Health Insights and IBM Maximo Asset Manager Scheduler Plus.

5.5 Country Limitations on Usage

Client is responsible for, and IBM's obligations under this Service Document shall be conditioned on Client determining whether its use of the Weather Content 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 the Weather Content.