

## Service Description

### Weather Company Aviation Offerings

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

#### 1. Cloud Service

The Cloud Service for Weather Company Aviation Offerings (Cloud Service) includes application, data and services based offerings that help the Client to leverage Weather Data to improve their planning.

"Data" means weather data, both current, historical and forecasted, delivered via the Cloud Service (including without limitation aircraft tracking, forecasts, maps, alerts, and graphs), as described in this Service Description.

#### 1.1 Offerings

The Client may select from the following available offerings.

This package includes:

Component	Description
<b>Weather Company Fusion</b>	Weather Company Fusion is a flight-tracking application that is used to support operational decisions in the planning and conduct of global flight operations. It fuses public and proprietary weather information and analytics with real-time flight and airspace data into one common view so business aviation and airline operators can make operational decisions based on weather disruptions.
<b>Weather Company Fusion Surface and Analytics</b>	Utilizes Airport Surface Detection Equipment-Model X (ASDE-X) data where available to provide tracking of aircraft ground movements at large airports, and advanced analytics for surface operations. Weather Company Fusion is required to subscribe to this option.
<b>Weather Company Fusion Global Aircraft Surveillance</b>	Provides flight tracking via Automatic Dependent Surveillance-Broadcast (ADS-B), next-generation surveillance data, which complements the tracking data in the base product sourced by selected air navigation service providers (ANSPs). Weather Company Fusion is required to subscribe to this option. This option under this package may be used only by aircraft operators for its aircraft operations.
<b>Weather Company Fusion Air Traffic Flow Manager</b>	Incorporates Traffic Management Initiatives (TMI) data from the FAA in the Fusion tool to facilitate management of flow control measures implemented during severe weather and high traffic volume events. Weather Company Fusion is required to subscribe to this option.
<b>Weather Company Fusion Add-on User</b>	Provides the option to increase the number of users provided with the Weather Company Fusion subscription.
<b>Weather Company Fusion Tier 1 Data Integration</b>	Enables the Client to integrate flight plans, aircraft position and schedule and movement data.
<b>Weather Company Fusion – Continuous Global Tracking</b>	Enables operators to track designated aircraft anywhere in the world. The Cloud Service is only available for any aircraft equipped with standard ADS-B out functionality including the following versions: DO260, DO260A and DO260B (with diversity antennas, required). Weather Company Fusion and Weather Company Fusion Global Aircraft Surveillance is required to subscribe to this option. See Additional Terms.

### 1.1.1 Weather Company Fusion for Airports and Fixed Base Operators

This package may be used only by airports and fixed base operators for their operations. It includes:

Component	Description
<b>Weather Company Fusion for Airports and Fixed Base Operators</b>	Weather Company Fusion is a flight-tracking application that is used to support operational decisions in the planning and conduct of global flight operations. It fuses public and proprietary weather information and analytics with real-time flight and airspace data into one common view so business aviation and airline operators can make operational decisions based on weather disruptions.
<b>Weather Company Fusion for Airports and FBOs- Surface and Analytics</b>	Utilizes Airport Surface Detection Equipment-Model X (ASDE-X) data where available to provide tracking of aircraft ground movements at large airports, and advanced analytics for surface operations. Weather Company Fusion is required to subscribe to this option
<b>Weather Company Fusion for Airports and FBOs – Global Aircraft Surveillance</b>	Provides flight tracking via Automatic Dependent Surveillance-Broadcast (ADS-B), next-generation surveillance data, which complements the tracking data in the base product sourced by selected air navigation service providers (ANSPs). Weather Company Fusion is required to subscribe to this option
<b>Weather Company Fusion Air Traffic Flow Manager for Airports and FBOs</b>	Incorporates Traffic Management Initiatives (TMI) data from the FAA in the Fusion tool to facilitate management of flow control measures implemented during severe weather and high traffic volume events. Weather Company Fusion is required to subscribe to this option
<b>Weather Company Fusion for Airports and FBOs Add-on User</b>	Provides the option to increase the number of users provided with the Weather Company Fusion subscription.

### 1.1.2 Weather Company PilotBrief

This package includes:

Component	Description
<b>Weather Company PilotBrief</b>	Pilots and aviation personnel around the world utilize Weather Company Pilotbrief to plan and optimize global flight operations based on its high quality, actionable and industry-standard aviation weather graphics and briefings. Accessible via an IOS Application or Web Browser, PilotBrief combines a high-performance map, high definition weather information, enhanced global overlays and personalization.
<b>Weather Company PilotBrief – Digital Flight Release</b>	Digital Flight Release (DFR) is a premium add-on to PilotBrief for the iPad. Digital Flight Release (DFR provides paperless weather, briefings and notifications (like NOTAMs, METARs, TAFs, PIREPs). DFRs streamline the process of distributing flight information, and they increase situational awareness between Pilots and Dispatch during critical flight decisions.

### 1.1.3 Weather Company Total Turbulence Alerting

This package includes access to the following Data:

Component	Description
<b>Weather Company Total Turbulence Alerting</b>	Mechanism to alert when flight of interest is projected to encounter potential hazard. Automatically sends tailored ACARS messages simultaneously to cockpit and dispatcher based on intersection with or proximity to in situ turbulence observations and SIGMETs.

## 1.2 Optional Services

Weather Company Aviation Data Offerings

### 1.2.1 Weather Company Aviation Add-Ons

This package includes access to the following Data:

Component	Description
<b>Weather Company Aviation – In situ Turbulence Reports</b>	Automated aircraft-sensed turbulence observations providing real-time, objective reports of encounters with significant turbulence. Reports also contain meteorological information to verify expected enroute conditions and indicators for maintenance personnel about malfunctioning sensors or supplemental data for an inspection.
<b>Weather Company Aviation – NA Lightning Activity Display</b>	This services provides lightning strike activity within North America on the Fusion and PilotBrief maps to assist in identifying and avoiding areas of active convective weather. Weather Company Fusion and or PilotBrief is required to subscribe to this option.
<b>Weather Company Aviation – Global Lightning Activity Display</b>	This services provides global lightning strike activity on the Fusion and PilotBrief maps to assist in identifying and avoiding areas of active convective weather. Weather Company Fusion and or PilotBrief is required to subscribe to this option.
<b>Weather Company Aviation – En route Hazards</b>	Targeting toward planning of transport category aircraft. The offering consists of WSI FPGs (Flight Plan Guidance) and WSI SIGMETs for Turbulence, Convection, Volcanic Ash, Icing, Ozone, and Dusts. Space Weather Bulletins, Volcanic Ash Alerts, and Tropical Bulletins and Tracks are also available for this service. For Pilotbrief and Fusion, additional layers, such as RPM Turbulence and the Enhanced Convective Package are available with this package.
<b>Weather Company Flight Planning Data</b>	Streaming delivery of Operational Meteorological (OpMet), GRIB and textual NOTAM data delivered via S/WINDS for Flight Planning systems. This offering allows customers of Fusion or Pilotbrief to have Weather Company data used by their flight planning system.

## 1.3 Acceleration Services

Weather Company Aviation Services Offerings

### 1.3.1 Weather Company Aviation Forecast Services

This package includes:

Component	Description
<b>Weather Company Aviation Forecast Services – Scheduled 24HR TAFs</b>	<b>Scheduled TAFs (Terminal Aerodrome Forecast)</b> are created by Aviation Meteorologists and delivered on a regular schedule, valid for a 24 hour period. In general, airlines will use these TAFs to permanently replace an existing government TAF or where a government TAF is unavailable. They can be issued, once, twice, or up to three times daily.
<b>Weather Company Aviation Forecast Services – Scheduled 30HR TAFs</b>	<b>Scheduled TAFs (Terminal Aerodrome Forecast)</b> are created by Aviation Meteorologists delivered on a regular schedule, valid for a 30 hour period. In general, airlines will use these TAFs to permanently replace an existing government TAF or where a government TAF is unavailable. They can be issued, once, twice, or up to three times daily.
<b>Weather Company Aviation Forecast Services – Adhoc TAFs</b>	<b>Adhoc TAFs (Terminal Aerodrome Forecast)</b> are created by Aviation Meteorologists are available on an as needed or ad hoc basis whenever the customer requires an alternative viewpoint relative to the available government TAF, of the government TAF is unavailable.
<b>Weather Company Aviation Forecast Services – Forecast Consultation</b>	<b>Forecast Consultation</b> is service offering direct communication with an aviation meteorologist through email or phone. The service coverage general weather questions for a specific airport or storm, or for MEL inquiries.

Component	Description
<b>Weather Company Aviation Forecast Services – Event Briefing</b>	<b>Event Briefing</b> is a service offering graphics and time table charts for US Winter Weather or Global Tropical Events. Briefing can cover up to 5 airports per request, and includes weather elements impacting airline operations in these events.

## 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://www.ibm.com/dpa/dpl> apply.

### Weather Company Fusion

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1A0EF5E0F6F411E6A4D1A0107E2821F7>

### Weather Company Fusion for Airports and Fixed base Operators

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=18962E90B84111E7A5A50513C295686A>

### Weather Company Pilotbrief

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=CF8B88608DB311E7B5CB91944BF3C9CF>

## 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](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:

- 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.
- Engagement is a professional or training service related to the Cloud Services.
- Event is an occurrence of a specific event that is processed by or related to the use of the Cloud Services. For this Cloud Service, an Event is defined as airport operations, take-offs and landings, per annum.
- 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, an Item is defined as the following:

Weather Company Aviation Offering	Item Definition
<ul style="list-style-type: none"><li>• Weather Company Fusion</li><li>• Weather Company Pilotbrief</li><li>• Weather Company Add-Ons</li></ul>	Number of unique aircraft operated by the Client.
<ul style="list-style-type: none"><li>• Weather Company Fusion – Continuous Global Tracking</li></ul>	Each unique aircraft contracted by the Client for tracking by the Cloud Service.
<ul style="list-style-type: none"><li>• Weather Company Aviation Forecast Services</li></ul>	Briefing/Report

## 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 Enabling Software

Enabling software is provided to Client under the following terms:

Enabling Software	Applicable License Terms (if any)
Fusion Windows Client	<a href="https://www-03.ibm.com/software/sla/sladb.nsf/displayLIs/0309C4CB51220098852583120077670F?OpenDocument">https://www-03.ibm.com/software/sla/sladb.nsf/displayLIs/0309C4CB51220098852583120077670F?OpenDocument</a>

### 5.2 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.

### 5.3 Weather Company Fusion – Continuous Global Tracking Change Process

Client is permitted to change the Items tracked by the Cloud Service (for purposes of this section, a "Change"), subject to the following terms (the "Change Process"):

- Client may provide a refreshed full list of Items to be tracked by the Cloud Service once every ninety (90) days. Client may request a Change specifically to add a new aircraft or remove aircraft from service from being tracked by the Cloud Service once every thirty (30) days.
- Each time Client invokes the Change Process, it requires a minimum of three (3) business days for the Change(s) to be effective. Changes are effective on the first day of the month following the Change request. If Client requires a Change to become effective on any day other than the first day of the month, both the current and replacement Items will be counted toward usage.

## 5.4 General

- a. Client's use of the Cloud Service and Data is restricted solely to its own internal operations. The Cloud Service makes available Data from IBM and non-IBM sources. The timeliness, reliability, accuracy and predictive value of the Data is strictly advisory and should be verified against other sources. All actions and judgments taken with respect to the Data are Client's sole responsibility
- b. 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 prevent such activity. 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.
- c. 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.
- d. Client will defend, indemnify and hold harmless IBM, its affiliates and contractors, from claims brought by any third party relating to death, bodily injury, or property or environmental damage arising from Client's use of the Cloud Service.
- e. Client acknowledges IBM may change the style or form of Data. In addition, IBM receives certain of the Data from third parties, and accordingly may eliminate or discontinue segments of, the Data; provided, however, that IBM will use commercially reasonable efforts to find substitutions. IBM will include Client in its communications to similarly situated customers regarding material changes in the Data.
- f. Client grants IBM a worldwide, nonexclusive, royalty-free, perpetual right to use, copy, distribute, exhibit, create derivative works from, and otherwise exploit in any manner, pilot reports (PIREPS) and information contained in those reports, in any media now existing or hereafter created; provided, however, that IBM will de-identify any such information before any distribution to a third party. Client confirms that it has the right to make this grant.