

Service Description

Weather Company Operations Dashboard for Oil & Gas – Radar System

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

1. Cloud Service

1.1 Offerings

The following offerings support the Weather Company Operations Dashboard for Oil & Gas – Radar System. Weather Company Operations Dashboard Platform is a prerequisite offering which is acquired under a separate Service Description.

1.1.1 Weather Company Operations Dashboard for Oil & Gas – Sites

This Cloud Service provides for the real-time integration of data from radars purchased by the Client within the mobile and web based application. Client can purchase one or more radars and once installed data is transmitted back to IBM where it is processed and made available within the mobile and web based application in real-time.

1.1.2 Weather Company Operations Dashboard for Oil & Gas with Radar

This Cloud Service is a mobile and web based application for tablets and phones that delivers localized, interactive and responsive access to global weather alongside real-time data from one or more radars purchased by the Client. The radars can be installed anywhere worldwide and serve as a means to provide valuable real-time data in remote parts of the world. In addition, other pertinent datasets are visualized enabling oil & gas companies with assets anywhere in the world to combine real-time insight with forecasted insight and alerts to make critical business decisions and improve operational efficiency.

1.1.3 Weather Company Oil & Gas Radar – Z2G4 System

The Weather Company Oil & Gas Radar – Z2G4 System, which includes Programs, Separately Licensed Code, and a HP system which is a non-IBM Machine, is sold with each radar purchased by the Client. The Radar System is connected to the radar and reads and transmits the real-time data recorded by the radar back to IBM.

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.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=BFF1AB404A4311E79342EA59690D4322>

3. Service Levels and Technical Support

3.1 Service Level Agreement

This Cloud Service does not provide an availability SLA.

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:

- Entity ID is a unique identifier for any entity identified within the Cloud Services.
- US Dollar 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 for non-public companies, Client's most recent audited financial report. Non-US Dollar currencies are converted to US Dollar equivalent in accordance with the conversion unit table at http://www.ibm.com/software/passportadvantage/conversion_unit_table.html.
- Client Device is any device that requests or receives execution commands, procedures or applications from a server environment that accesses 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.

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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.

5.2 Enabling Software

Enabling software is provided to Client under the following terms:

- BOOST
- BSD-3 CLAUSE
- MIT
- Microsoft Windows

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- HP (Appendix C)
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Notwithstanding the above, new HP workstations include a 5 year warranty with next business day service provided by HP, exclusive of holidays.

Appendix A

Notices and Information

NOTICES AND INFORMATION FOR WEATHER COMPANY OPERATIONS DASHBOARD SOLUTION SYSTEMS.

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- BSD-3 CLAUSE
- MIT

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Last updated July 2016

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WINDOWS 10 IOT ENTERPRISE & MOBILE (ALL EDITIONS)

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7879. To start an arbitration, submit the form available at (aka.ms/arbitration) to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (of if a business your principal place of business) or our principal place of business – King County, Washington if your dispute is with Microsoft. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.

e. **Arbitration fees and payments.**

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- (2) **Disputes involving more than \$75,000 USD.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- (3) **Disputes involving any amount.** If you start an arbitration we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

- f. **Must file within one year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes – see Section 9.a) within one year from when it first could be filed. Otherwise, it's permanently barred.
- g. **Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 9 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 9 still applies.
- h. **Conflict with AAA rules.** This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.
- i. **Microsoft as party or third-party beneficiary.** If Microsoft is the device manufacturer or if you acquired the software from a retailer, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the manufacturer or installer to resolve disputes through informal negotiation and arbitration.

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- e. **Other regions.** See (aka.ms/variations) for a current list of regional variations

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