Weather Company Max Mobile

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

1. Cloud Service

"Data" means weather content, information, text, maps, forecasts, graphics and other content provided for display, transmission and distribution solely with the Cloud Service.

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 Weather Company Max Mobile App – Base

Weather Company Max Mobile App – Base is a white label B2B mobile weather app, which can be branded and skinned by Client and populated with Data. It includes weather sensitive current conditions backgrounds, hourly/daily/map detail pages, push alerting for lightning/precipitation/NWS and station alerts, and embedded banner/video advertising inventory. Client can add their own Content feeds and organize Content according to their editorial desires. IBM will provide Client with Weather Company Max Mobile App – Base that has been modified to include the Client brand and Client Content ("Client Branded Application"). IBM will publish the Client-branded Weather Company Max Mobile App – Base to the Apple App Store or Google Play Store.

1.1.2 Weather Company Max Mobile App – Users

Entitlements to this service are required when using Weather Company Max Mobile App – Base and provide user access in increments of 10K Active Users per month. Entitlements can be used with any Weather Company Max Mobile App – Base if multiples are purchased.

1.1.3 Weather Company Max Mobile Traffic Map – SDK

Weather Company Max Mobile Traffic Map Software Development Kit (SDK) – Base is a mobile SDK, for use by developers to add traffic flows into any mobile application (also referred to herein as "mobile apps"), that provides real-time traffic incidents and traffic flows (such as Stopped, Slow, Medium, Fast, Closed). The SDK comes with data layers for radar, satellite, traffic incidents and traffic flows. Online key distribution enables access and deployment for developers to immediately start incorporating into their mobile apps.

1.1.4 Weather Company Max Mobile Traffic Map SDK – Users

Entitlements to this service are required when using Weather Company Max Mobile Traffic Map SDK – Base and provide user access in increments of 10K Active Users per month. Entitlements can be used with any Weather Company Max Mobile Traffic Map SDK – Base if multiples are purchased.

1.1.5 Weather Company Max Mobile Weather Map SDK – Base

Weather Company Max Mobile Weather Map Software Development Kit (SDK) – Base allows for creation of a mobile application to be solely used with the Data. Client will use Weather Company Max Mobile – Weather Map SDK to develop, market, and distribute a Client Branded Application for download and use on individual mobile digital devices (for example, smart phones). Such application must be branded with Client's brand and used only for the receipt and display of Data from this Cloud Service.

1.1.6 Weather Company Max Mobile Weather Map SDK – Users

Entitlements to this service are required when using Weather Company Max Mobile Weather Map SDK – Base and provide user access in increments of 10K Active Users per month. Entitlements can be used with any Weather Company Max Mobile Weather Map SDK – Base if multiples are purchased.

1.1.7 Weather Company Max Mobile – Weather Widgets

Weather Widgets is a framework for developers to add weather content into existing mobile apps. The widgets provide weather components for current forecast conditions that can be made to fit the look and feel of an application. The widgets provide tools for mobile apps that include: getting weather information

for locations of interest, presenting visual weather information for those locations, receiving push alerts for critical weather affecting those locations, and displaying weather maps for those locations.

1.1.8 Weather Company Max Mobile Alerts

Alerts service enables mobile application publishers to add weather alerting to their existing mobile applications. There are six (6) alert types available: Lightning Strikes, Precipitation Events, Precipitation Forecast, Ad Hoc, Weather Alerts – Polygonal, and Weather Alerts – County. A Registration entitlement is enabled for each mobile user opted into alerts.

1.1.9 Weather Company Weather InSight Mobile SDK – Base

Weather Company Weather InSight Mobile SDK – Base is an SDK that can be added to any third-party iOS or Android mobile app. It interactively presents Clients with automated, custom, localized weather information that highlights the key weather elements most likely to affect end users.

1.1.10 Weather Company Weather InSight Mobile SDK – Users

Entitlements to this service are required when using Weather Company Weather InSight Mobile SDK – Base and provide end user access in increments of 10K Active Users per Month. Entitlements can be used with any Weather Company Weather InSight Mobile SDK – Base if multiples are purchased.

1.2 Optional Services

1.2.1 Weather Company Max Mobile Traffic – Base

Weather Company Max Mobile Traffic – Base enables Clients using the Weather Company Max Mobile App – Base application or the Weather Company Max Mobile Weather Map SDK – Base to display view traffic congestion, incidents and road closures for each road segment on a map.

1.2.2 Weather Company Max Mobile Traffic – Users

Entitlements to this service are required when using Weather Company Max Mobile Traffic – Base and provide user access in increments of 10K Active Users per month. Entitlements can be used with any Weather Company Max Mobile Traffic – Base if multiples are purchased.

1.2.3 Weather Company Weather InSight Mobile Add On – Base

Weather Company Weather InSight Mobile Add On – Base is an add-on to Weather Company Max Mobile App – Base that interactively presents Clients with automated, custom, localized weather information that highlights the key weather elements most likely to affect end users.

1.2.4 Weather Company Weather InSight Mobile Add On – Users

Entitlements to this service are required when using Weather Company Weather InSight Mobile Add On – Base and provide end user access in increments of 10K Active Users per Month. Entitlements can be used with any Weather Company Weather InSight Mobile Add On – Base if multiples are purchased.

1.2.5 Weather Company Max Mobile Radius Alerting Add-on – Base

Weather Company Max Mobile Radius Alerting Add-on is an add-on to Weather Company Max Mobile App – Base or Weather Company Max Mobile Weather Widgets to add alerts for nearby lightning strikes and approaching precipitation events. Such alerts will be applied to all end users for which Client has purchased entitlements to Weather Company Max Mobile Weather Widgets. Client may only purchase entitlements up to the equivalent acquired for Weather Company Max Mobile App – Base.

1.2.6 Weather Company Max Mobile Radius Alerting Add-on – Users

Entitlements to this service are required when using Weather Company Max Mobile Radius Alerting Add-on – Base and provide end user access in increments of 10K Active Users per Month. Entitlements can be used with any Weather Company Max Mobile Radius Alerting Add-on – Base if multiples are purchased.

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=1D3F6130F6E711E6A4D1A0107E2821F7

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 this Cloud Service, an Item is a base mobile component that represents native mobile app functionality.

● Active User is a unique person who accesses the Cloud Services in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.

● API Call is the invocation of the Cloud Services through a programmable interface.

● Registration is each unique registration entry that is managed by, processed by, or related to the use of 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 Client Responsibilities

a. 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 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 necessary steps are taken to protect the Data residing in Client's Custody.

b. 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 Clients regarding material changes in the Data.

c. Client will always distribute the Client Branded Application and/or Client's mobile app under the Client brand. Client will not remove any third party or IBM brands, or proprietary notices included with any graphics or other materials (for example, maps), and will otherwise comply at all times with IBM attribution requirements with respect to Data.

d. Client acknowledges and agrees that it, and its end users, are solely responsible for the use of the Client Branded Application and/or Client's mobile app.

e. Client grants IBM a nonexclusive, worldwide, royalty-free license to use Client's brand in connection with the Weather Company Max Mobile App – Base Cloud Service. All goodwill associated with Client's brand will accrue solely to Client.

f. Client agrees that IBM's application program interfaces (API's), SDKs, and related specifications and documentation are IBM confidential information and cannot be used or disclosed outside the terms of this SD.

g. Data provided pursuant to this SD may be used only in conjunction with the other Cloud Service offerings identified in Client's order document with IBM.

h. 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.

i. Client is responsible for:

   (1) connectivity to the Internet and to any hardware or software (other than IBM-provided Programs) required for use of the Cloud Service;

   (2) marketing, and distribution of the Client Branded Application and/or Client's mobile app, and for compliance with the terms of any App Store;

   (3) providing its own privacy policy and terms of use for the Client Branded Application and/or Client's mobile app. The privacy policy must contain a provision that expressly permits third party processors to access, receive and use end user information required to operate the Client Branded Application and/or Client's mobile app, including, without limitation, unique identifiers and location information provided by the end user;

   (4) obtaining express consent from end users as the Client Branded Application and/or Client's mobile app collects, processes or discloses information that identifies an end user's precise geographic location;

   (5) maintaining and adhering to its privacy policy and abiding by applicable laws and regulations; and

   (6) assisting IBM in ensuring compliance with its obligations as a data processor, including, but not limited to, responding to requests by data subjects exercising data subjects' rights and cooperating with audits.