

## Service Description

### Weather Company Max Solution

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

#### 1. Solution Description

Weather Company media products assist organizations with managing the production of weather and traffic presentations, including the look of weather and traffic data across multiple media platforms, including on-air, web, mobile, and social platforms. A typical configuration of Weather Company media products includes a mobile app, web widgets, and base and optional components consisting of: workstation hardware, software offerings, and data feeds.

#### 1.1 Software Offerings

The following Programs may be licensed to Client as either a perpetual license or a fixed term license unless otherwise designated in the Program description below. Client's PoE will designate the license type granted to Client.

##### 1.1.1 Weather Company Max Solution Software

###### a. Weather Company Max Weather

This Program is the base software offering and includes the capability to build multi-dimensional weather presentations using a variety of tools, Weather Company and Client provided digital media, and a weather data feed.

###### b. Base Add-on Offerings

###### (1) Weather Company Max Weather and Storm

Adds the ability to perform storm tracking operations, plus optionally integrate a local radar (that can be licensed separately from IBM), all from a single user interface.

###### (2) Weather Company Max Studio

Uses MAGICTRAK technology, or customer-sourced touch screen monitor to ensure that weather broadcasters never have to leave the key wall, or step away from the touchscreen for breaking weather and other daily weather coverage, and to do so in a non-linear fashion.

###### (3) Weather Company Max Connect

An application for Apple iPad Pro that enables a weather presenter to drive and interact with many of the Weather Company media products from Max Storm, to Max Reality, from the studio or even on remote locations (with appropriate connectivity).

###### (4) Weather Company Max Sky

Adds unique visualizations of day part forecasts to help add variety to weather broadcasting, and includes a simple sponsor opportunity to attract advertisers.

###### (5) Weather Company Max Reality

Visualizes weather data by using advanced augmented reality technology to create, 3-D images of Max visual objects, storms and atmospheric events that enhance routine weather broadcasts. Reality also includes the ability to incorporate virtual set technology or combine both physical and virtual sets in a single broadcast.

###### (6) Weather Company Max Complete Solution

A bundle of Max with Max Storm, Max Sky, Max Studio, and Max Connect. Does not include Max Reality or Max Traffic.

###### (7) Weather Company Max Traffic and Road Data

Weather Company Max Traffic allows the display of traffic flow data, color coded for speed, and incident data to depict traffic accidents, disabled vehicles, construction, and the like. Weather Company Max Traffic can be combined with Max Weather (or Max Weather and Storm) to allow the inclusion of weather information with traffic displays from a single interface.

This Program also entitles a Client to Road Data within a Client's primary market. Road Data consists of a database of highways, roads, and streets which are automatically displayed on the Max/Max Storm, and/or Max Traffic applications with a look and feel as designed by the Client.

(8) **Weather Company Max Traffic and National Road Data**

Weather Company Max Traffic allows the display of traffic flow data, color coded for speed, and incident data to depict traffic accidents, disabled vehicles, construction, and the like. Weather Company Max Traffic can be combined with Max Weather (or Max Weather and Storm) to allow the inclusion of weather information with traffic displays from a single interface. This Program also entitles a Client to the use of Road Data for a Client whose content is intended for nationwide distribution. Road Data consists of a database of highways, roads, and streets which are automatically displayed on the Max/Max Storm, and/or Max Traffic applications with a look and feel as designed by the Client.

(9) **Weather Company Max Road Data Single Market**

This Program is licensed under a perpetual license grant only. It consists of a database of highways, roads, and streets for a Client's primary market. These data are automatically displayed on the Max/Max Storm, and/or Max Traffic applications with a look and feel as designed by the Client. Additional licenses may be granted for additional markets of Client's interest.

(10) **Weather Company Max Road Data Single Market Duopoly Add-on**

Extends a perpetual license grant for use of Max Road Data Single Market to a second or third television station within a Client's primary market.

(11) **Weather Company Max National Road Data**

This Program is a perpetual license grant for use of Road Data for a Client whose content is intended for nationwide distribution. Road Data consists of a database of highways, roads, and streets which are automatically displayed on the Max/Max Storm, and/or Max Traffic applications with a look and feel as designed by the Client. Additional licenses may be granted for additional countries of Client's interest.

(12) **Weather Company Max National Road Data Duopoly Add-on**

Extends a perpetual license grant for use of Max National Road Data to a second or third television station within a Client's nationwide market.

(13) **Weather Company Max Continuous Play**

This Program is the version of Max that allows extended playback and is designed for 24x7 video output of weather shows.

(14) **Weather Company Max Engage with Watson – Base**

Weather Company Max Engage with Watson – Base leverages augmented intelligence (AI) and automation to aid in the detection of weather and traffic events for which it can create, publish, and target videos, images and text that are distributed via Mobile, Web, Facebook, Twitter, Apple TV, Roku, FireTV, and more, all without the need of a meteorologist.

(15) **Weather Company Max Engage with Watson – Users**

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

(16) **Weather Company Max Wind Particles**

Weather Company Max Wind Particles adds unique visualizations of forecast wind flow to help add variety to weather broadcasting.

**1.1.2 Windows® 10 IoT Enterprise 2019 LTSC Upgrade High End (ESD)**

This Microsoft Windows software will be deployed to Client devices as part of either the Weather Company Max Solution Systems or Livewire Solution System via the Weather Company Max Solution – Remote setup service offering (See Section 1.6 Cloud Service Acceleration Services below). The right to

use this Microsoft software is being sublicensed to Client by means of the license terms provided at: <https://www.ibm.com/weather/licenses/microsoft>.

By accepting the terms of this Service Description or using the software, Client agrees to Microsoft's license terms.

### 1.1.3 Weather Company Livewire Software

This Program is the base software offering for the on-air weather alerting system Livewire. This license includes the capability to build customized screen layouts that may include severe weather "crawl" area, graphics such as color-coded county depictions, radar maps, and the like using Weather Company and Client provided digital media, and a weather data feed (e.g. Weather Wire Data).

### 1.1.4 Weather Company Livewire Text to Speech

This Program allows LiveWire severe weather crawl text to be converted to spoken word to help meet US FCC mandates that such messages be made available for the sight impaired television audience.

## 1.2 Workstation Hardware

If at the time IBM receives the order the systems are not available within the acceptable 'customer requested arrival date', IBM may offer to substitute the ordered system with a system that is compatible with the official published specifications of the originally ordered system (Order Adjustment). IBM will notify Client and promptly provide Client a Quote (if applicable). Order Adjustments are at the sole discretion of IBM and replacement system and system services (if purchased) will be provided at the prices listed on the original Quote.

### 1.2.1 Weather Company Max Solution Systems

Weather Company Max Solution software offerings are implemented and deployed on a set of Weather Company Max Solution System workstations and related peripheral equipment. Specific workstations are used for data acquisition and storage, digital media collection and serving, digital publishing, and on-air broadcasting.

The Client's specific configuration and quantity of workstations from the list below are specified on the Transaction Document and based on Client requirements at the time of sale.

a. **Weather Company Max Solution – Workstation z8G4**

A high-end HP-based workstation with nVIDIA graphics and AJA video output subsystem that is the primary system upon which the organization can display high quality video for broadcast.

b. **Weather Company Max – Digital Content System z4G4**

An HP-based workstation with nVIDIA graphics used for digital content production for the organization's digital properties (web, mobile, social), as needed.

c. **Weather Company Max Solution – Dual Core z4G4**

A pair of HP-based workstations that receive and warehouse weather, traffic (or weather and traffic) data, and also serve as a central depository for both general and organization-specific content (e.g. icons, banners, Max scenes, etc.) that are used by the other Weather Company Max Solution Systems (e.g. Workstation and Digital Content System).

d. **Weather Company Max Solution – Super Dual Core z4G4**

A pair of HP-based workstations that receive and warehouse weather, traffic (or weather and traffic) data, and also serve as a central depository for both general and organization-specific content (e.g. icons, banners, Max scenes, etc.) that are used by the other Weather Company Max Solution Systems (e.g. Workstation and Digital Content System). This solution includes Microsoft Windows Server operating system to allow more connections from the main Weather Company Max Solution workstations that is provided by the standard Dual Core solution.

e. **Weather Company Wireless Talent Switch Kit**

A collection of hardware parts that facilitate the interaction between a human weather and/or traffic presenter with the Max Solution systems. Interaction can include advancing, reversing, and rewinding the show and mouse control (when used with the Max MagicTrak feature). The receiver and host unit within the kit are Internet Protocol based and reside on the same network as the Max workstation systems. The kit can address up to four (4) Max workstations and includes two (2) Teleradio Panther handheld remote units.

f. **Weather Company 19" Flat Panel**

This monitor to be used with any of the following:

- Weather Company Max Solution – Dual Core z4G4 Client Device Hardware
- Weather Company Max Solution – Super Dual Core z4G4 Client Device Hardware
- Weather Company Max – Digital Content System z4G4 Client Device Hardware

g. **Weather Company 24" Flat Panel**

This monitor to be used with any of the following:

- Weather Company Max Solution – Workstation z8G4 Client Device Hardware
- Weather Company Max – Digital Content System z4G4 Client Device Hardware

h. **Weather Company Teleradio Wireless Remote**

A handheld remote control device that operates with older Wireless Talent Switch Kits.

i. **Weather Company Teleradio Panther Wireless Remote**

A handheld remote control device that operates with the current generation Wireless Switch Kit. Since a Weather Company Wireless Talent Switch Kit ships with two (2) such units, these Weather Company Teleradio Panther Wireless Remote units are for replacement purposes.

### 1.2.2 Livewire Solution Systems

Weather Company Livewire Solution software offerings are implemented and deployed on a set of Weather Company Livewire System workstations. Specific workstations are used for data acquisition and storage, and on-air broadcasting.

a. **Weather Company Max Solutions System – z4G4 Livewire**

An on premise mid-range workstation that produces a video signal for on-air alerting of weather and other significant events such as tornado warnings, severe thunderstorm watches, amber alerts, and the like, to the television audience. This video signal may consist of a lower (or upper) third crawl, radar graphics, and other ancillary data that is overlaid on the main programming segment. A z4G4 Livewire requires a z2G4 Simulcast system for access to weather data.

b. **Weather Company Max Solutions System – z2G4 Simulcast**

An on premise workstation that is the primary weather data ingest system that feeds that data and provides a command and control interface to the z4G4 Livewire system. Within a television station premises, a Simulcast system may be accessed by up to three (3) locations via remote access capabilities, provided it resides on the same network as the Livewire system.

### 1.2.3 Radar System

This offering includes a radar and (if the Weather Company Max Solution is not available) a small, dedicated workstation, Weather Company Oil & Gas Radar – z2G4 System, that is connected to the radar. The weather data from the radar is captured by this workstation (or the Weather Company Max Solution core system) and transmitted back to IBM, where it is processed and only made available to Client.

a. **Weather Company Oil & Gas Radar – z2G4 System**

An on premise workstation that supports dedicated radars, which can be acquired and installed at virtually any location where an internet connection is available. A common use of this workstation would be for a remote location where real-time weather data is not available, for example at a remote oil and gas platform. This system ingests raw radial radar data and sends the data over the public internet in near real time to IBM for visualization within the Weather Company Operations Dashboard for utilization in near term weather predictions.

## 1.3 Cloud Services – Weather Company Max Solution Data

Weather Company Max Solution Data includes geography-specific packages, including Worldwide, European, Eastern Pacific, or US. Each contains a wide variety of observed surface data, satellite, and weather model data.

"Data" means weather or traffic data delivered via the Cloud Service (including without limitation observations, forecasts, maps, and graphs), as described below.

### **1.3.1 Weather Company Max Data – Europe**

This Data offering includes a wide variety of observed surface data, satellite, and weather model data from the Global Forecast System (GFS) and European Centre for Medium-Range Weather Forecasts (ECMWF) government models, the proprietary Weather Company Deep Thunder model and Tropical data from the US National Hurricane Center (NHC) and the Joint Typhoon Warning Center (JTWC) advisories, NHC spaghetti model plots, observed sea surface temperature, and wave heights. It also includes a European radar mosaic.

The Max Data – Europe offering requires one of the following: Weather Company Max Weather or Max Weather and Storm.

### **1.3.2 Weather Company Max Data – World**

This Data offering includes a wide variety of observed surface data, satellite, and weather model data from the Global Forecast System (GFS) and European Centre for Medium-Range Weather Forecasts (ECMWF) government models, the proprietary Weather Company Deep Thunder model and Tropical data from the US National Hurricane Center (NHC) and the Joint Typhoon Warning Center (JTWC) advisories, NHC spaghetti model plots, observed sea surface temperature, and wave heights.

The Max Data – World offering requires one of the following: Weather Company Max Weather or Max Weather and Storm.

### **1.3.3 Weather Company Max Data – US Storm**

This Data offering includes a wide variety of observed surface data, satellite, and weather model data from the Global Forecast System (GFS) and European Centre for Medium-Range Weather Forecasts (ECMWF) government models, the proprietary Weather Company Deep Thunder model and Tropical data from the US National Hurricane Center (NHC) and the Joint Typhoon Warning Center (JTWC) advisories, NHC spaghetti model plots, observed sea surface temperature, and wave heights. Also includes streaming near real-time radar data from the US National Weather Service.

The Max Data – US Storm offering requires Weather Company Max Weather and Storm software Program licenses.

### **1.3.4 Weather Company Max Data – Canada Storm**

This Data offering includes a wide variety of observed surface data, satellite, and weather model data from the Canadian Global Environmental Multiscale (GEM), USA Global Forecast System (GFS) and European Centre for Medium-Range Weather Forecasts (ECMWF) government models, the proprietary Weather Company Deep Thunder model and Tropical data from the US National Hurricane Center (NHC) and the Joint Typhoon Warning Center (JTWC) advisories, NHC spaghetti model plots, observed sea surface temperature, and wave heights. Also includes Canadian Radar data.

The Max Data – Canada Storm offering requires Weather Company Max Weather and Storm software Program licenses.

### **1.3.5 Weather Company Livewire – Weather Wire Data**

This Data offering includes all National Weather Service alerts (warnings, watches, and advisories). These alerts are available only in the US.

### **1.3.6 Weather Company Max Data – Sky Global**

This Data offering enables the Max Sky solution by providing global forecast parameters from proprietary Weather Company computer models.

The Max Data – Sky Global offering requires one of the following: Weather Company Max Weather or Max Weather and Storm.

### **1.3.7 Weather Company Max Data – Storm Eastern Pacific**

This Data offering includes a wide variety of observed surface data, satellite, and weather model data from the Global Forecast System (GFS) and European Centre for Medium-Range Weather Forecasts (ECMWF) government models, the proprietary Weather Company Deep Thunder model (including special 12 and 4 Km US domains) and Tropical data from the US National Hurricane Center (NHC) and the Joint Typhoon Warning Center (JTWC) advisories, NHC spaghetti model plots, observed sea surface temperature, and wave heights.

The Max Data – Storm Eastern Pacific offering requires one of the following: Weather Company Max Weather or Max Weather and Storm.

### **1.3.8 Weather Company Max Data – World Essentials**

This Data offering includes Current Observations – Continuous and Daypart Metar, SYNOPSIS & MADIS, Tropical Cyclone Forecast Data, NHC, JTWC, Australian Bureau of Meteorology (ABOM), Japan Meteorological Association (JMA), China Meteorological Association (CMA), Earthquake Data, Infrared (IR) Satellite (GOES, Meteosat, Himawari), Worldwide 13km RPM, and iCast Forecast Point Data. Any other weather data that Client wishes to use with this offering requires configuration through Weather Company Max Solution – Local Ingest.

### **1.3.9 Weather Company Max Data – Traffic**

This Data offering includes traffic flow and incident data (traffic accidents, disabled vehicles, construction information, etc.) from INRIX.

The Max Data – Traffic offering requires Weather Company Max Traffic.

This offering includes the following optional capabilities, if desired:

- Max Traffic Map – a web based interactive map with traffic flow and incident data
- Max Traffic Data API – a data feed of traffic incidents that can be integrated with a Client's digital assets

### **1.3.10 Weather Company Max Data – Lightning Service – Regional Standard Edition**

This Data offering includes a real-time feed of cloud to cloud and intracloud lightning data. Coverage area is approximately 250x250 miles.

### **1.3.11 Weather Company Max Data – Lightning Service – Large Regional Standard Edition**

This Data offering includes a real-time feed of cloud to cloud and intracloud lightning data. Coverage area is approximately 500x500 miles.

### **1.3.12 Weather Company Max Data – Lightning Service – US Continental Standard Edition**

This Data offering includes a real-time feed of cloud to cloud and intracloud lightning data. Coverage area is the continental USA.

### **1.3.13 Weather Company Max Data – Lightning Service – Global Standard Edition**

This Data offering includes a real-time feed of cloud to cloud and intracloud lightning data. Coverage area is for the populated world.

### **1.3.14 Weather Company Max Data – International Lightning Custom Coverage**

This Data offering provides real-time feed of cloud to cloud and intracloud lightning data. Coverage area is per 10,000 square miles and contains only Data outside of North America.

### **1.3.15 Weather Company Max Data – Wind Particles**

This Data offering includes forecast visualizations available for television through the Weather Company Max Wind Particles option, including the Data needed to generate the visualization of forecast wind flow.

The Max Data – Wind Particles offering requires Weather Company Max Wind Particles Hundred Thousand Population.

### **1.3.16 Weather Company Max Solution Data Package – Basic**

This Max Solution Data Package – Basic offering provides API access to a variety of commonly used weather Data including current conditions, forecasts, weather alerts, historical normal values and weather imagery. Data is available by specific location using a variety of query methods (for example, latitude/longitude, city, postal code), and in image and grid form as arrays of geographically referenced data and image layers.

Entitlements to this offering provide end user access in increments of one million API calls per Month.

Weather Company Max Solution Data Package – Basic requires an active entitlement to one of the following: Weather Company Max Solution, Weather Company Max Solution Data, Weather Company Max Web, Weather Company Max Engage for Enterprise, or Weather Company Max Mobile.

Subject to the restrictions set forth in Section 5.4 below, this Data is limited for use in Client's mobile, web, or over-the-top (OTT) streaming application.

### **1.3.17 Weather Company Max Solution Data Package – Advanced**

This Max Solution Data Package – Advanced extends the capabilities of the Max Solution Data Package – Basic by providing API access to extended forecast periods and granularity as well as a number of specialty forecast products covering health, active living and general weather interest conditions such as air quality, pollen and recreational activity weather.

Entitlements to this offering provide end user access in increments of one million API calls per Month.

Weather Company Max Solution Data Package – Advanced requires an active entitlement to one of the following: Weather Company Max Solution, Weather Company Max Solution Data, Weather Company Max Web, Weather Company Max Engage for Enterprise, or Weather Company Max Mobile.

Subject to the restrictions set forth in Section 5.4 below, this Data is limited for use in Client's mobile, web, or OTT streaming application.

## **1.4 Cloud Services – Weather Company Max Additional and Add-on Offerings**

### **1.4.1 Weather Company Max Engage for Enterprise Event Monitor**

Weather Company Max Engage for Enterprise Event Monitor service provides weather and traffic monitoring and geographic targeting for enterprise operations and staff audiences who wish to monitor weather conditions and take appropriate business actions. It automatically publishes weather and traffic-related alerts, and is used independent of Weather Company Max Solution.

### **1.4.2 Weather Company Max Social Post Turbo**

Delivers the ability to post text, videos or snapshots to Facebook and Twitter, and insert ads into Facebook using sponsored content.

This offering requires a configuration of Weather Company media products that includes base and optional components consisting of: workstation hardware, software offerings, and data feeds.

### **1.4.3 Weather Company Max Social Post Turbo and Dialog**

Includes all of the capabilities listed for Max Social Post Turbo, and additionally, Social Dialog, which allows the user to pull content into the system from Facebook, Instagram and Twitter.

This offering requires a configuration of Weather Company media products that includes base and optional components consisting of: workstation hardware, software offerings, and data feeds.

## **1.5 Maintenance and Subscription & Support Offerings**

### **1.5.1 Weather Company Max Solution Maintenance**

Weather Company Max Solution Maintenance offerings entitle Clients to support and software updates. There is one annual price regardless of the number of perpetual or term software licenses purchased. Updates are provided for the current released software version and the previous version on supported hardware platforms only. Some software changes may require hardware upgrades such as memory, graphics card, hard disk space upgrades, etc. and are the responsibility of the Client.

#### **a. Weather Company Max Solution – Maintenance**

Entitles support and software updates for all Weather Company Max Solution offerings except for the Weather Company Max Traffic, Weather Company Livewire and Weather Company Max Street Level Mapping Data offerings.

#### **b. Weather Company Max Traffic and Road Data Maintenance**

Entitles support and software updates for Weather Company Max Traffic. This also entitles support and software updates for Weather Company Max Road Data in a Client's primary market.

#### **c. Weather Company Max Traffic and National Road Data Maintenance**

Entitles support and software updates for Weather Company Max Traffic. This also entitles support and software updates for Weather Company Max National Road Data for a Client whose content is intended for nationwide distribution.

d. **Weather Company Max Road Data Maintenance – Single Market**

Entitles support and software updates for Weather Company Max Road Data in a Client's primary market. Support and software updates for additional markets is granted with additional maintenance purchases. For Weather Company Max Traffic customers, entitles support and software updates for an additional market of Weather Company Max Road Data outside a Client's primary market.

e. **Weather Company Max Road Data Maintenance – Single Market Duopoly Add-on**

Extends support and software updates for Weather Company Max Road Data to a second or third television station within a Client's primary market.

f. **Weather Company Max National Road Data Maintenance**

Entitles support and software updates for Weather Company Max National Road Data for a Client whose content is intended for nationwide distribution. Support and software updates for additional countries is granted with additional maintenance purchases. For Weather Company Max Traffic customers, entitles support and software updates for additional countries of Weather Company Max National Road Data outside a Client's primary country.

g. **Weather Company Max National Road Data Maintenance – Duopoly Add-on**

Extends support and software updates for Weather Company Max National Road Data to a second or third television station within a Client's nationwide market.

**1.5.2 Weather Company Livewire – Maintenance**

Weather Company Livewire Maintenance offering entitles Clients to support and software updates for the Livewire and Simulcast solutions. There is one annual price regardless of the number of perpetual or term software licenses purchased.

**1.5.3 Weather Company Max Solution – Peripherals Annual Hardware Maintenance**

This maintenance offering entitles Client to support for non-HP peripherals such as graphics cards. Hardware maintenance is priced as a single, site-wide flat fee, covering all peripherals on site, across multiple installed systems.

**1.6 Cloud Service Acceleration Services**

**1.6.1 Weather Company Max Solution – Remote Set Up**

This remotely delivered one time service offering is required to remotely set up the Windows® 10 IoT Enterprise 2019 LTSB Upgrade High End (ESD) on Client's device.

**1.6.2 Weather Company Max 3D City Contiguous**

This service provides Clients with 3D models of a city area. This enables Weather Company Max Solution Clients to add realistic 3D buildings to their maps to create visualizations for their weather or traffic presentations. The models may not include newer buildings that were completed after aerial photography used in the model building process was collected or buildings that are prohibited from being included for national security reasons. Models are priced per contiguous square kilometer of coverage. Two distinct areas that are each less than 8 square kilometers would be considered non-contiguous.

**1.6.3 Weather Company Max 3D City Non-contiguous**

This service provides Clients with 3D models of a city area. This enables Max users to add realistic 3D buildings to their maps to create visualizations for their weather or traffic presentations. The models may not include newer buildings that were completed after aerial photography used in the model building process was collected or buildings that are prohibited from being included for national security reasons. Models are priced per square kilometer of coverage.

**1.6.4 Weather Company Max 3D City Update**

This service is available to Clients who have previously purchased Weather Company Max 3D City Contiguous, Weather Company Max 3D City Non-contiguous, or Weather Company Max 3D City and allows Clients to update their area to the newest available 3D city models (where available). This will be useful for Clients whose location has undergone significant changes since they initially purchased any of the 3D City services. This update does not expand model area coverage. This product is priced per square kilometer of model coverage area, and there is a minimum update of 1 square kilometer.



#### **1.6.5 Weather Company Max 3D City Additional License**

This service allows a Client who has previously purchased Weather Company Max 3D City Contiguous, Weather Company Max 3D City Non-contiguous, or Weather Company Max 3D City to provide distribution to an additional channel in the same market. This product is priced per square kilometer of model coverage area.

#### **1.6.6 Weather Company Max 3D City Premium Imagery**

This service provides a premium imagery upgrade for a Client who has previously purchased Weather Company Max 3D City Contiguous, Weather Company Max 3D City Non-contiguous, Weather Company Max 3D City, or Weather Company Max 3D City Update. This product is priced per square kilometer of model coverage area, and there is a minimum purchase of 1 square kilometer.

#### **1.6.7 Weather Company Max 3D Building Lighting**

This service includes modification of qualified 3D City models to customize nighttime lighting for up to six (6) buildings or other structures to better represent distinguishable features of the buildings / structures. If additional work is desired beyond the included buildings / structures, additional charges will apply.

#### **1.6.8 Weather Company Max Earth Imagery – High Resolution**

This service includes high resolution (1 meter) data for up to 26,000 sq. Km. of Client's defined DMA, exclusive of sparsely populated areas, plus 15m data for a 600km x 600km area outside the DMA. The highest resolution (1m) data is generally 1-3 years old. The lower resolution data has been collected from the eSAT / Landsat project and is of varying ages dating to the early-mid 2000's. The service is delivered on average 8 weeks after Client chooses map look and location of high-resolution insets. In the event a larger high resolution inset is included or there are delays in Client's map color choices, or decisions on size and areal coverage of the insets, the delivery time may need to be extended. IBM may take up to 8 weeks for delivery the Max Earth Imagery – High Resolution images.

#### **1.6.9 Weather Company Super High-resolution Imagery**

This is a 10x10 kilometer area of 1-foot resolution of super high-resolution imagery. This service provides Clients a realistic view of the map when zoomed in to street level. This service is only available for purchase with, or as an upgrade to Weather Company Max Earth Imagery – High-Resolution.

#### **1.6.10 Weather Company Max Engage with Watson**

This service includes two (2) days of time for remotely implementing Max Engage with Watson Software.

#### **1.6.11 Weather Company Max Standard Graphics**

This service includes remote provisioning of a) graphics consultation, collection and importing of Client's graphics b) processing of one (1) day and one (1) night Skycast landmark image, c) four (4) Max Skycast scenes, d) one (1) five or seven day Max forecast animation, e) development of eight (8) additional Max scenes, f) setup of Max Earth Design, including custom configuration of highways/roads, map shields, and city labels, g) system setup with custom banners, palettes, templates and tools for easy creation of map and studio based Max scenes, h) remote staff training on how to create additional studio scenes based on templates and palettes. Client is required to provide appropriate source material (backgrounds, banners, etc.) and direction on scene layouts. Source material and required layout designs must be provided to IBM's graphics consultant at a minimum ten business days prior to integration.

#### **1.6.12 Weather Company Max Standard Graphics with Duopoly**

This service includes remote provisioning of a) graphics consultation, collection and importing of Client's graphics b) processing of one (1) day and one (1) night Skycast landmark image, c) four (4) Max Skycast scenes, d) one (1) animation of a 5-day or 7-day Max forecast, e) development of eight (8) additional Max scenes, f) setup of Max Earth Design, including custom configuration of highways/roads, map shields, and city labels, g) system setup with custom banners, palettes, templates and tools for easy creation of map and studio based Max scenes, h) remote staff training on how to create additional studio scenes based on templates and palettes, and up to two (2) additional custom scenes for duopoly presentation. Client is required to provide appropriate source material (backgrounds, banners, etc.) and direction on scene layouts. Source material and required layout designs must be provided to IBM graphics consultant at a minimum ten business days prior to integration.

#### **1.6.13 Weather Company Max Standard Graphics with Motif**

This service includes remote provisioning of a) graphics consultation, use of IBM provided graphics Motif among available choices, plus collection and importing of Client's graphics b) processing of one (1) day and one (1) night Skycast landmark image, c) four (4) Max Skycast scenes, d) one (1) animation of a 5-day or 7-day Max forecast, e) development of eight (8) additional Max scenes, f) setup of Max Earth Design, including custom configuration of highways/roads, map shields, and city labels, g) System setup with custom banners, palettes, templates and tools for easy creation of map and studio based Max scenes, h) remote staff training on how to create additional studio scenes based on templates and palettes. Client is required to provide appropriate source material (backgrounds, banners, etc.) and direction on scene layouts. Source material and required layout designs must be provided to IBM graphics consultant at least ten business days prior to integration.

#### **1.6.14 Weather Company Max Standard Graphics Corporate Edition**

This service includes remote provisioning of a) graphics consultation, collection and importing of Client's graphics b) customization of graphics with Client's logo, c) processing of one (1) day and one (1) night Skycast landmark image for each station (city), d) four (4) Max Skycast scenes, e) system setup with custom banners, palettes, templates and tools for easy creation of map and studio based Max scenes, f) up to ten (10) studio based scenes designed and developed with guidance and approval of corporate creative staff.

#### **1.6.15 Weather Company Max Standard Graphics Corporate Edition with Duopoly**

This service includes remote provisioning of a) graphics consultation, collection and importing of Client's graphics, including duopoly graphics b) customization of graphics with Client's logo, c) processing of one (1) day and one (1) night Skycast landmark image for each station (city), d) four (4) Max Skycast scenes, e) system setup with custom banners, palettes, templates and tools for easy creation of map and studio based Max scenes, f) up to ten (10) studio based scenes designed and developed with guidance and approval of corporate creative staff.

#### **1.6.16 Weather Company Max Reality Graphics**

This service includes one personalized/immersive graphic or animation to be built within the Weather Company Max software to help with daily use of Max Reality. This graphic includes up to five (5) standard graphical assets (e.g., 3D models) selected from a library of content. This service requires Weather Company Max Reality.

#### **1.6.17 Weather Company Max Traffic Graphics**

This remote service includes a) setup of Max Earth Design which includes custom configuration of highways/roads, map shields and city labels, b) custom configuration of the look and size of the Max Traffic Flows feature, c) implementation of a full-screen drive time graph scene and two (2) fly through scenes, d) implementation of sponsorship graphics on banners and/or 3D models (billboard) that may reside on an earth scene, e) Max systems will be setup with custom banners, palettes, templates and tools for easy creation of map and studio based Max scenes, f) instruction on creation of additional studio and fly through scenes based on templates and palettes.

#### **1.6.18 Weather Company Max Graphics**

This service includes up to eight (8) hours of remote graphics work related to above listed graphics offerings by a Weather Company Max graphics expert.

#### **1.6.19 Weather Company Max Remote Training**

This service includes up to four (4) hours of remotely delivered training or other graphics implementation.

#### **1.6.20 Weather Company Max Connect**

This service includes up to two (2) hours of remote training for Weather Company Max Connect application.

#### **1.6.21 Weather Company Livewire**

This service includes four (4) hours of remote implementation and training for Livewire Software.

#### **1.6.22 Weather Company Max Engage for Enterprise Event Monitor Implementation**

This remotely delivered service includes two (2) days of a Max Engage for Enterprise specialist for initial implementation of Max Engage for Enterprise Event Monitor configurations as the Client requires.

### 1.6.23 Weather Company Max Engage for Enterprise Configuration Service

Weather Company Max Engage for Enterprise Configuration Service contracts the services of a Max Engage for Enterprise specialist for an allotted period of time for configuration, content creation, best practices instruction and other consultations pertaining to Max Engage for Enterprise. Time may be purchased in increments of 15 minutes.

### 1.6.24 Weather Company Max Engage Weather Call in Service

This remote service entitles a Client to obtain one (1) custom weather forecast consultation from a Weather Company meteorologist. Purchase in units of one weather forecast.

### 1.6.25 Weather Company Max Support Services

This remote subscription service includes quarterly reviews of Client graphics and training needs and up to two (2) remote implementation and training days per quarter.

### 1.6.26 Weather Company Max – Local Ingest Setup

This remote service enables Client to ingest local raster data that match the published style guide provided by IBM and includes the preparation of the "raster data package" for up to four (4) unique sets of raster data. Following the generation of the initial raster package, training to Client end users shall be provided by IBM remotely for up to four (4) business hours.

### 1.6.27 Weather Company Max – Local Ingest Additional Source Setup

This remote service is for a Client who has previously purchased Weather Company Max – Local Ingest Setup and wants IBM to configure Local Ingest for another individual piece of raster data.

## 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 Max Solution Data

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=3A4E10A0F4A311E6A4D1A0107E2821F7>

#### Weather Company Max Social

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=7CA07C40C3EC11E78F8FA93481EF6122>

#### Weather Company Max Engage for Enterprise

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=F39780A0C3EC11E78F8FA93481EF6122>

## 3. Service Levels and Technical Support

### 3.1 Service Level Agreement

The following Service Level Agreement applies only to the Weather Company Max Solution Data offering.

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/>.

Technical support for the software offerings and the workstation hardware is also provided to Client. Details of how to obtain technical support for software offerings and workstation hardware will also be detailed in the IBM Software as a Service Support Handbook.

## 4. Entitlement and Billing Information

### 4.1 Charge Metrics

The solution features are available under the charge metric specified in the Transaction Document:

- a. Population is all the inhabitants of a particular geographic area residing in Client's entity using the offering.  
For the purpose of these offerings, a Population is the Broadcast Area Population (BAP) that can receive a broadcast signal from the Client.
- b. Item is an occurrence of a specific item that is managed by, processed by or related to, the use of the offering.
  - For the purpose of any Workstation Hardware (Section 1.2), an Item is a Client Device. A Client Device is a single user computing device or special purpose sensor or telemetry device that requests the execution of, or receives for, execution a set of commands, procedures, or applications from or provides data to another computer system that is typically referred to as a server or is otherwise managed by the server. Multiple Client Devices can share access to a common server. A Client Device can have some processing capability or be programmable to allow a user to do work.
  - For the purpose of the Max Engage for Enterprise Event Monitor offering, an Item is a geographic location as defined by a latitude / longitude or zip code that is being monitored for weather conditions.
  - For the purpose of the Weather Company Max 3D City Contiguous, Weather Company Max 3D City Non-Contiguous, Weather Company Max 3D City Update, Weather Company Max 3D City Additional License, and Weather Company Max 3D City Premium Imagery offerings, an Item is one square KM of coverage.
  - For the purpose of Weather Company Max Super High-Resolution Imagery offering, an Item is a 10km x 10km area of 1-foot resolution of super high-resolution imagery.
  - For the purpose of the Weather Company Max Engage Weather Call in Service, an Item is one weather consultation.
  - For the purpose of the Weather Company Max Engage for Enterprise Configuration Service, an Item is 15 minutes of time.
  - For the purpose of the Weather Company Max Engage with Watson – Base, an Item is a base mobile component that represents native mobile app functionality.
  - For the purpose of Weather Company Max Data International Lightning Custom Coverage, an Item is 10,000 square miles.
- c. Location is a unit of measure by which the Weather Company Max Solution – Peripherals Maintenance can be obtained. A Location is a single physical site corresponding with Client's

business address for such physical site. Sufficient entitlements must be obtained to cover the number of Locations the peripherals will reside during the measurement period specified in Client's Transaction Document.

- d. Active User is a unique person who has accessed the offering in any manner directly or indirectly (for example: through a multiplexing program, device, or application server) through any means.
- e. Engagement is a professional or training service related to the Cloud Service.
- f. Install is an installed copy of the offering on a physical or virtual disk made available to be executed on a computer. Client must obtain an entitlement for each Install of the offering.
- g. Access is the right to use the offering.
- h. Instance is each access to a specific configuration of the Cloud Services.

## **5. Cloud Service 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 Verification**

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

### **5.2 General Restrictions on Usage of Data (applicable to Sections 1.3.1 through 1.3.17)**

The following restrictions apply to any Data that Client obtains from the Cloud Service (as described in Sections 1.3.1 through 1.3.17):

- 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 that within the Data there may be certain third party data elements and agrees that in the event receipt of such data by IBM is terminated for any reason, IBM will have the right to terminate transmission of such data and to provide substitute products hereunder.
- c. 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.
- d. The Cloud Services may only be used with the overall Weather Company Max Solution offering components.
- e. 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.
- f. Upon termination of access to this solution, Client must delete all Data from its systems.
- g. All social media data input into the Cloud Service shall be deemed Content and the sole responsibility of Client.

### **5.3 Weather Company Max Data – Restrictions on Usage of Data**

In addition to the general restrictions outlined above in Section 5.3, the following restrictions also apply to Data that Client obtains from Weather Company Max Data (as described in Sections 1.3.1 through 1.3.15):

- a. 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 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.
  - (2) 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 manner in which the Data is displayed within a Third Party Facing Application provided that 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 adverse impact observed.

#### 5.4 Weather Company Max Solution Data Packages – Restrictions on Usage of Data

In addition to the general restrictions outlined above in Section 5.3, the following restrictions also apply to Data that Client obtains from Weather Company Max Solution Data Packages (as described in Sections 1.3.16 through 1.3.17):

- 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., weather-triggered advertising).
- b. Client's use of the Data for any on-air programming must be an incidental portion of Client's overall on-air programming (i.e., weather programming is one portion and one type of the overall programming on-air programming).
- 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. Data displayed in any Third Party Facing Application may require attribution. Client is required to follow the attribution requirements on a per API basis as provided in the API documentation.
- e. Client's use of the "Recent Lightning Strikes" Cloud Service is restricted solely to its own internal use and the Data from this Service may not be reproduced, redistributed, retransmitted, resold or externally displayed in Third Party Applications or otherwise.
- f. Client may not sell or resell the Cloud Service or Data; however, Client may create a Third Party Facing Application subject to the terms herein.
- 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) Any such Third-Party Facing Application will be for Client's internal business purposes, or if for external principally targeted and marketed towards Client's: (i) Designated Market Area ("DMA") if Client is using the Data in the U.S., or (ii) local equivalent.
  - (2) Client may use the Cloud Service or Data to build a Third Party Facing Application that targets or triggers advertising, or serves advertising based on the Data being associated with the location of any user of a consumer facing technology (e.g., weather-triggered advertising) only if (a) Client does not sell such Third Party Facing Application to any third party and (b) such Third Party Facing Application services only Client's owned or operating properties. Any other use of the Cloud Service or Data for targeting or triggering advertising or serving advertising is not permitted under this Cloud Service.

- (3) Where Client is using Cleaned Historical Data, the Data must be transformed or otherwise altered from its original form.
- (4) In the event Client combines the Data with any other weather content (whether provided by Client or by other providers), Client shall not label the Data as being owned by or associated with IBM.
- (5) 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. Client shall not imply, directly or indirectly that IBM provides, endorses, sponsors, certifies or approves of Client's Third Party Facing Application whether by branding or other association.
- (6) 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.

## 6. Software Offering Additional Terms

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The license granted for a Program is subject to Client:

- a. reproducing copyright notices and other markings;
- b. ensuring anyone who uses the Program does so only for Client's authorized use and complies with the license;
- c. not reverse assembling, reverse compiling, translating, or reverse engineering the Program; and
- d. not using any of the elements of the Program or related licensed material separately from the Program.

The metric applicable to a Program license is specified in an Attachment or TD. All licenses on a server or capacity based metric must be licensed to the full capacity of the server on which the Program is installed, unless sub-capacity usage is available from IBM and Client complies with the applicable sub-capacity requirements.

Unless Client's Agreement specifically says otherwise, the following will apply:

- a. **Charges, Taxes, Payment and Verification**  
Client will: i) maintain, and provide upon request, records, system tools output, and access to Client's premises, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, including Program licenses and metrics, such as sub-capacity usage; and ii) promptly order and pay for required entitlements (including associated S&S) at IBM's then-current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of any TD and for two years thereafter.
- b. **Liability and Indemnity**  
IBM has no responsibility for claims based on Non-IBM Products, items not provided by IBM, or any violation of law or third party rights caused by Client's Content, or any Client materials, designs, specifications, or use of a non-current version or release of an IBM Product when an infringement claim could have been avoided by using a current version or release.

c. Termination

IBM may terminate Client's license to use a Program if Client fails to comply with the Agreement. Client will promptly destroy all copies of the Program after either party has terminated the license.

## 6.2 Program Warranties

IBM warrants that Programs used in their specified operating environment conform to their official published specifications. The warranty period for a Program is one year, or the initial license term if less than one year, unless another warranty period is specified in an Attachment or TD. During the Program warranty period, IBM provides Software Subscription and Support (S&S), entitling Client to defect correction information, restrictions, bypasses, and new releases and versions IBM makes generally available. Unless Client elects to discontinue S&S, annual S&S automatically renews at then-current charges until S&S for a version or release is withdrawn. If Client elects to continue S&S for a Program at a designated Client site, Client must maintain S&S for all uses and installations of the Program at that site.

If a Program does not function as warranted during its warranty period and IBM is unable to repair or replace it with a functional equivalent, Client may return it to IBM for a refund of the amount Client paid (for recurring charges, up to twelve months' charges) and Client's license or right to use it terminates.

**IBM does not warrant uninterrupted or error-free operation of an IBM Product or that IBM will correct all defects or prevent third party disruptions or unauthorized third party access to an IBM Product. These warranties are the exclusive warranties from IBM and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. IBM warranties will not apply if there has been misuse, modification, damage not caused by IBM, failure to comply with instructions provided by IBM, or if otherwise stated in an Attachment or TD. Non-IBM Products are sold under this Agreement as-is, without warranties of any kind.**

Third parties may provide their own warranties to Client.

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For Programs acquired under the Program terms defined in this Service Description and Licensee is the original Licensee of the Program, if Licensee does not agree with the third party license agreements, Licensee may return the Program to the party from whom Licensee obtained it within 30 days of the date the PoE was issued to Licensee. If the license is for a fixed term that is subject to renewal, then Licensee may obtain a refund only if the Program and its PoE are returned within the first 30 days of the initial term.

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## 7. Non-IBM Machines

A non-IBM machine is device, including its features, upgrades, and accessories that IBM provides to Client. Such non-IBM machines are not branded by IBM, but branded by another party.

When IBM accepts Client's order, IBM transfers title to non-IBM machines to Client or Client's lessor upon payment of all amounts due, except in the United States where title transfers upon shipment. IBM bears risk of loss until delivery to the carrier for shipment. IBM pays for insurance on Client's behalf until delivery to Client's location. Client must report any loss in writing to IBM within 10 business days of delivery and follow the claim procedure.

Client may only acquire non-IBM machines for use within Client's Enterprise in the country where acquired and not for resale, lease, or transfer. Lease-back financing is permitted.

### 7.1 Non-IBM Machine Warranty Disclaimer

IBM does not warrant uninterrupted or error-free operation of non-IBM machines. Non-IBM machines are sold under this SD as-is, without warranties of any kind unless otherwise specified in a TD. Third parties may provide their own warranties to Client.

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

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### 7.2 Indemnification and Liability

IBM has no responsibility for claims based, in whole or part, on non-IBM machines, items not provided by IBM, or any violation of law or third party rights caused by Client's materials, designs, or specifications.

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Agreed to:

Agreed to:

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Client Company Name:

IBM Company:

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By \_\_\_\_\_

By \_\_\_\_\_

Authorized signature

Authorized signature

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Title:

Title:

---

Name (type or print):

Name (type or print):

---

Date:

Date:

---

Client number:

Agreement number:

---

Enterprise number:

---

Client address:

IBM address:

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