

Service Description

Weather Company Alerts for Worker Safety

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

1. Cloud Service

IBM Weather Company Alerts for Worker Safety provides Client with the ability to receive Data for monitored locations that are forecasted to experience a Peril. "Data" means weather data, both historical and forecasted, delivered via the Cloud Service (including without limitation forecasts, maps, alerts and graphs), as described in this SD. A Peril is a weather condition, a threshold, and a timeframe for advance warning that will trigger a weather alert. Each Cloud Service base offering includes access to different methods of outbound alert communications, a specified number of standard Perils, premium Perils, and government alerts. For each specified weather event that is forecasted to impact a monitored location, a weather notification will be sent by Digital Message to a specified Client endpoint, email address, or phone number.

| Feature | Weather Company Alerts for Worker Safety Essentials | Weather Company Alerts for Worker Safety Advanced | Weather Company Alerts for Worker Safety Enterprise Integration |
|-------------------------|---|---|---|
| Administrative Accounts | Unlimited | Unlimited | Unlimited |
| Communication Methods | e-mail, API | e-mail, API | API |
| Government Alerts | 5 | 10 | 10 |
| Standard Perils | 5 | 10 | 10 |
| Premium Perils | 0 | 5 | 5 |

Government Alerts include government-issued weather alerts in an applicable country or territory that are based on public data, such as US National Weather Service watches and warnings.

Standard Perils are weather alert types based on proprietary Data and forecast models. Examples include cumulative rain, cumulative snow, high wind, high temperature and low temperature.

Premium Perils are compound, advanced logic, and/or hyper-localized alert types based on proprietary Data and forecast models. Examples include hail, lightning and accumulated ice alerts.

The Cloud Service's API limit for this offering is a maximum of 20 API calls per hour for each Registration (i.e. 1,000 Registrations equals a maximum limit of 20,000 API calls per hour). API calls for Registration or location information updates cannot occur more frequently than once every 3 minutes per individual location.

1.1 Optional Services

All Add-On service entitlements must be acquired in an equivalent quantity to Client's corresponding base offering.

1.1.1 Weather Company Alerts for Worker Safety – Government Add-On

This service provides 5 additional government alerts per Hundred Registrations and is only available with the Weather Company Alerts for Worker Safety Essentials service.

1.1.2 Weather Company Alerts for Worker Safety – Standard Perils Add-On

This service provides 5 additional standard Perils per Hundred Registrations.

1.1.3 Weather Company Alerts for Worker Safety – Premium Perils Add-On

This service provides 5 additional premium Perils per Hundred Registrations and is only available with the Weather Company Alerts for Worker Safety Essentials service.

1.1.4 Weather Company Alerts for Worker Safety – US and Canada SMS Add-On

This service supports SMS delivery of alerts per Hundred Registrations only within the US and Canada and may only be used with either the Weather Company Alerts for Worker Safety Essentials or Advanced offerings.

1.1.5 Weather Company Alerts for Worker Safety – Europe SMS Add-On

This service supports SMS delivery in bundles of 1,000 SMS alerts to locations in Europe and may only be used with either the Weather Company Alerts for Worker Safety Essentials or Advanced offerings.

1.1.6 Weather Company Alerts for Worker Safety – Asia, Africa, Latin America SMS Add-On

This service supports SMS delivery in bundles of 1,000 SMS alerts to locations in Asia, Africa and Latin America and may only be used with either the Weather Company Alerts for Worker Safety Essentials or Advanced offerings.

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.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=803BCD7099FC11E6A121FF7B62CD6B8A>

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:

- Registration is each unique registration entry that is managed by, processed by, or related to the use of the Cloud Services.

For purposes of this Cloud Service, one Registration consists of the combination of an individual a recipient (person) of a weather alert the Data and a location, or information derived directly from a weather alert, regardless of whether that alert Data is delivered directly or indirectly to the individual by this Cloud Service. For direct message delivery options provided by the Cloud Service (e.g., email, SMS, native push, push to HTTP endpoint via API, etc.), each delivery method used to deliver alerts Data to the recipient counts as one Registration.

- Digital Message is an electronic communication managed or processed by the Cloud Services.

4.2 Remote Services Charges

A remote service will expire 90 days from purchase regardless of whether the remote service has been used.

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 Restrictions on Usage

- 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 shall not use the Data as part of any offering of any type emanating from a television or radio broadcast (e.g., over-the-air, cable, satellite) or subscription streaming service (e.g., Sling Television, Netflix, Hulu, Amazon Prime Video, HBO GO, or radio equivalent) delivered on, through or by any means or medium.
- c. 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. The parties shall then discuss in good faith a commercially reasonable plan for Client to mitigate any such activity and 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 such time as necessary steps are taken to protect the Data residing in Client's Custody.
- d. Client agrees that the APIs and related specifications and documentation are IBM confidential information and cannot be used or disclosed outside the terms of this Service Description.
- e. 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 customers regarding material changes in the Data.
- f. 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.
- g. Client is responsible for, and IBM's obligations under this Service Description shall be conditioned on Client determining whether its use of 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 or territory in which it operates or uses Data.

- h. When Client displays, transmits, exhibits, distributes, demonstrates or otherwise conveys Data in any form or manner accessible by a third party (e.g., Client's end customers, business partners or products and services) (Third Party Facing Application), Client agrees that:
- (1) Client is prohibited from using Data, directly or indirectly, as part of, or to create, a Third-Party Application the essential purpose of which is to provide current or forecast weather or atmospheric conditions or analysis thereof.
 - (2) Client's Third-Party Facing Application shall not use Data in conjunction with that of a third-party except for weather- or weather-related content received directly from any federal, state, or local government entities or agencies or any government-controlled entity. In addition, Client will not exhibit any advertisement for any weather service programming or content other than IBM or its affiliates (whether local, regional, national or international) in close proximity to Data displayed in a Third-Party Facing Application.
 - (3) Client may not change the specific weather information, data or forecasts contained or depicted in any part of Data and shall not otherwise edit, modify, alter or prepare derivative works of Data.
 - (4) Client shall not imply, directly or indirectly that IBM provides, endorses, sponsors, certifies or approves of any other Content included within a Third-Party Facing Application or any products or services by Client and advertised near Data.

5.2 Lawful Use of Cloud Services and Digital Message Services

The Cloud Service permits Clients to send Client's end user Data via an electronic communication, including by email, SMS or single designated Client implemented listener API, managed or processed, by the Cloud Service ("Digital Message") based on personal information uploaded by Client to the Cloud Service concerning Client's end users.

Client agrees that its use of the Cloud Service is in compliance with all applicable rules, regulations, directives, statements, codes of practice, industry guidelines, and applicable campaign application form commitments made during the provisioning process relative to use of the Cloud Service, including, but not limited to the Telephone Consumer Protection Act, Mobile Marketing Associations Consumers best practices guidelines, Cellular Telecommunications & Internet Association (CTIA) guidelines and agreements, and telephone carrier content and use standards (available upon request) (collectively "Standards").

Client agrees to indemnify, IBM, its subsidiaries, affiliates, officers directors, agents, employees, assigns, and contractors, from and against any third party claims, damages, or losses, including without limitation penalties imposed by any federal or state government agency, related to (i) violation of Standards arising from Client's use of the Cloud Service, or (ii) IBM and Client being related as agents, principals, joint venturers, partners, affiliates, representatives, employees, employers, or fiduciaries of one another.

5.3 Information and Independence

IBM does not, and Client does not allow IBM to:

- a. access Client information and systems that are normally within Client's exclusive control;
- b. review or approve the content of Client's Digital Messages;
- c. provide, review or approve contact lists, customer lists, telephone numbers, or any other information regarding actual or potential recipients of Client's Digital Messages;
- d. review or investigate telephone numbers provided by Client to determine their ownership, appropriate use, or validity;
- e. dial telephone numbers; and
- f. monitor Client's compliance with Standards in its use and operation of the Cloud Service.

Client acknowledges and agrees that it will at all times maintain necessary and adequate terms with its end users holding harmless and protecting IBM from claims and liability on the basis of the Cloud Service processing Digital Messages on Clients' behalf.