

Service Description

IBM Weather Company Data Limited Edition

YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF THE CLIENT, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THE CLIENT TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS, CLICK ON AN "ACCEPT" BUTTON, OR USE THE CLOUD SERVICE.

This Service Description applies to the Cloud Service. This Service Description and any associated order documents, as applicable, are Transaction Documents (TD) governed by the Cloud Services Agreement applicable for Client's country of business (available at <http://ibm.com/terms>) and are the complete Agreement governing use of the Cloud Service.

1. Cloud Service

The IBM Cloud Service for Weather Company Data Limited Edition (Cloud Service) uses application program interfaces (APIs), and other means where appropriate, that enable Client to receive Data. "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 Service Description. The Cloud Service also includes appropriate location mapping services which provide information on zip codes, geocodes, cities, districts or provinces and nearby reporting stations.

1.1 Offerings

1.1.1 IBM Weather Company Data Limited Edition

Client will receive API key permitting access to the Cloud Service for the specific API functionality as defined by the Program through which Client obtains access to this Cloud Service.

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=0815C3C04DF111E69D99A7F65171374C>

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

There are no charges that apply to this Cloud Service.

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 License

Client is granted a nonexclusive limited license solely to use, reproduce, and display the Data provided hereunder within Client's Enterprise for internal purposes only, conditioned on Client's compliance with the restrictions and conditions on usage of the Cloud Service and Data set forth herein.

Solely in the event Client creates a Third Party Facing Application as described in Section 5.2(j) below, Client shall be granted a nonexclusive limited license to redistribute the Data provided hereunder only as part of, and not separable from, the Third Party Facing Application, limited by the restrictions and obligations in such Section 5.2(j).

5.2 Restrictions on Usage

- a. Client may not change the specific weather information, data or forecasts contained or depicted in any part of the Data, and shall not otherwise edit, modify, alter or prepare derivative works (as defined by United States Copyright law) of the Data.
- b. Other than expressly permitted hereunder, Client may not redistribute the Cloud Service or Data.
- c. Client may 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).
- d. Client may 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.
- e. 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 mitigate any such activity and prevent any reoccurrence. In the event the parties are unable to agree upon such a plan, Client shall promptly delete all Data from Client's Custody.
- f. 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.
- g. 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.
- h. Client acknowledges and agrees that results obtained by analyzing weather data are wholly advisory in nature and all actions and judgments taken with respect to the Data provided are Client's sole responsibility. Client acknowledges the inherent risk of relying upon the Data and weather forecasts provided hereunder.
- i. Client is responsible for, and IBM's license grant under this SD is conditioned on Client determining whether its use of the Data is permissible for Client's purposes (including, for example, any restrictions or requirements imposed for airplane navigation or public safety purposes), and to the extent necessary, obtaining, all necessary licenses, permits, approvals or authorizations from any governmental entity or agency in the country or countries in which it operates or uses the Data.
- j. When Client redistributes (including but not limited to displays, transmits, 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 is prohibited from using the Data, directly or indirectly, as part of, or to create, a Third Party Facing Application the essential purpose of which is to provide current or forecast weather or atmospheric conditions or analysis thereof.

- (2) IBM shall be the exclusive provider of weather and weather-related content and information for a Third Party Facing Application. Accordingly, (i) Client shall not display anywhere within a Third Party Facing Application any weather or weather related content other than the Data; and (ii) Client shall not include anywhere within a Third Party Facing Application any content provided by any party whose primary line of business consists of the production, distribution or display of weather or weather related information, provided that, Client may include 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 the Data displayed in a Third Party Facing Application.
- (3) 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 advertised near the Data.

5.3 Term of the Cloud Service

Client has access to the Cloud Service for the duration specified by the Program through which Client obtains access to this Cloud Service ("Term").

Upon expiration of the Term, Client's termination, or IBM's suspension or revocation of Client's access, whichever is earlier, Client shall immediately cease all use of Data and promptly delete all Data from its systems.

6. Overriding Terms

6.1 Termination of the Cloud Service

The following prevails over anything to the contrary in the Term and Termination section of the base Cloud Service terms between the parties:

Client may terminate use of a Cloud Service at any time. IBM may at any time suspend, revoke, limit or refuse participation in or use of the Cloud Service.