

IBM Weather Company Data Packages Trial Agreement

IBM Cloud Service Description: Trial Cloud Services for Weather Company Data Packages

BY ACCESSING, CLICKING ON AN ACCEPT BUTTON, OR OTHERWISE USING THE TRIAL CLOUD SERVICE, 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 TRIAL CLOUD SERVICE.

This Service Description is governed by the IBM Cloud Services Agreement for your country (available at <http://ibm.com/terms>) which together with the Service Description makes the complete agreement.

1. Cloud Service Description

A trial Cloud Service is a Cloud Service IBM makes available for a limited period to enable Client to evaluate its functionality and technology. Client is authorized to use the Cloud Service during a specified trial period solely for the purpose of evaluating its functionality and technology. Use in a production environment or for commercial purposes is not permissible. Any such use is solely at Client's own risk. Client may only participate in a trial for a Cloud Service one time. If Client wishes to continue with the Cloud Service upon expiration of the trial period, Client will need to submit an order for the generally available Cloud Service offering. IBM is under no obligation to offer migration capabilities or services.

2. Confidentiality and Data Protection

IBM uses our security standards, processes, and tools to protect Client's content, ranging from system architecture to monitoring, detection, and prevention of unauthorized access. IBM regularly audits our services against these processes. We have a world-wide security incident handling process monitored 24/7/365 by trained personnel. We provide security education and annually require IBM employees to certify that they will comply with established Business Conduct Guidelines. IBM will provide Client notice of any unauthorized third party access to Client's content of which we become aware.

The Cloud Services available on a trial basis may have certain features disabled and are not designed to comply with any specific governmental regulation or specific security measures. Client agrees not to input content that may be subject to any such regulations or required additional security measures.

3. Charges

Generally there are no charges for use of the Cloud Service during the trial period, unless specified by IBM or a third party service provider. If any authority imposes a custom, duty, tax (including withholding tax), levy or fee for the import or export, transfer, access or use of a Trial Cloud Service or third party service, then Client is responsible to pay any such amount imposed.

4. Changes

IBM may in its reasonable discretion, change the terms applicable to the Cloud Service, modify the computing environment, or withdraw features of the Cloud Service, in whole or in part by providing notice. Continued use of a Cloud Service for the remainder of the trial period is your acceptance of any such change. If Client does not accept a change, Client is responsible to discontinue use upon such notice.

5. Term

Client may use the Cloud Service for the trial period IBM specified or until IBM withdraws or terminated it.

Client may cancel use of the Cloud Service trial at any time by notifying IBM. Client is are responsible to remove any of Client's proprietary content Client wishes to retain prior to any such expiration or termination.

IBM may at any time suspend, revoke, limit or refuse participation in or use of the Cloud Service trial. Upon expiration or termination, Client shall immediately cease all use of data received as part of the Trial and promptly delete the same from its systems.

6. Liability and Indemnity

If there are no charges, IBM s entire liability for all claims in the aggregate arising from Client's use of a Cloud Service trial acquired hereunder will not exceed the amount of any actual direct damages up to U.S. \$1,000.00 (or equivalent in local currency).

7. Warranties and Disclaimers

A Cloud Service is provided without warranties of any kind during a trial, including any implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose.

8. Governing Laws and Geographic Scope

Both parties agree to the application of the laws of the State of New York, United States, without regard to conflict of law principles. The rights and obligations of each party are valid only in the country of Client s business address. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

9. General

IBM and its affiliates, and their contractors and subprocessors, may, wherever they do business, store and otherwise process business contact information (BCI) of Client, its personnel and authorized users, for example, name, business telephone, address, email, and user ID for business dealings with them. Where notice to or consent by the individuals is required for such processing, Client will notify and obtain such consent. Account Data is information, other than Content and BCI, that Client provides to IBM to enable Client s use of the Trial Services or that IBM collects using tracking technologies, such as cookies and web beacons, regarding Clients use of a Cloud Service. IBM and its affiliates, its contractors and subprocessors may use Account Data for example to enable product features, administer use, personalize experience, and otherwise support or improve use of the Trial Service. The IBM Online Privacy Statement at <https://www.ibm.com/privacy/details/us/en/> provides additional details.

Neither party may assign the Agreement, in whole or in part, without the prior written consent of the other. Assignment in conjunction with the sale of the portion of IBM s business that includes a service is not restricted.

All notices under the Agreement must be in writing and sent to the business address specified for the Agreement, unless a party designates in writing a different address. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions or representations between the parties.

IBM may use personnel and resources in locations worldwide, including third party contractors and

subprocessors to support the delivery of the Trial Services.

No right or cause of action for any third party is created by the Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose.

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