

TERMS OF SERVICE

These Terms of Service together with any Annexes, Schedules, and Attachments apply in relation to the use of the **Services** (as defined below) between Weather XM AG (**Company, we, us**) and you as the business user of the Services (**Customer, you**) together with the Company's Privacy Policy and Cookie Policy, the API Service Level Agreement, and any other terms that may apply to the Customer's Services (collectively **Agreement**).

The Company and the Customer are together referred to as **Parties**.

By accessing and/or using the Platform and Services, the Customer agrees to be bound by the terms of the Agreement.

1. Definitions

1.1. These definitions apply in this agreement.

- 1** **Account:** the account set up by the Customer to access and use the Services.
- 2** **Application Programming Interface or API:** a set of defined methods of communication between programs so that information can be exchanged without a need to access the core of either program and which may define how Customers may access Data as part of the Services.
- 3** **Confidential Information:** information that is proprietary or confidential all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this Agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.
- 4** **Data:** the weather-related data or information, in any form, made accessible via the Platform, for which the Company grants the Customer a license to access and use, subject to the features and limitations of their selected Subscription tier.
- 5** **Distribute:** to make Data accessible or provide access through any means, including but not limited to selling, renting, or licensing.
- 6** **Documentation:** the technical, functional, and operational documentation for the Services, as applicable at the time, made generally available by the Company.
- 7** **Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

- 8 **Platform:** the web-based application, mobile application or any other platform, interface or component (including API components) through which the Company makes available Services to Customers, including any associated online software.
- 9 **Representative:** in relation to a party, its agents, employees, officers, contractors, subcontractors, representatives, and advisers.
- 10 **Services:** the services provided by the Company to the Customer under the Agreement via the Platform, or any other channel or website notified to the Customer by the Company from time to time.
- 11 **Subscription:** the Customer's chosen plan, which grants access to specific features and levels of Data and data usage rights, and Value-Added Services, with varying terms, limitations, and pricing based on the tier selected, as the tiers are displayed on the Platform.
- 12 **Value-Added Service:** any product, service, or offering created, developed, offered, sold, rented, licensed, or otherwise provided by a Party to third parties, which incorporates, is based on, or utilizes the Data in whole or in part.
- 13 **Value-Added Service Offered by the Company:** Value-Added Service provided by the Company to the Customer via the Platform, subject to the features and limitations of the Subscription tier selected by the Customer.
- 14 **Value-Added Service Offered by the Customer:** Value-Added Service provided by the Customer to business or other third party clients, as expressly permitted by this Agreement and the Subscription tier selected by the Customer.
- 15 **Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

2. License of Services

- 2.1. The Company will provide the Services to the Customer in accordance with the terms of the Agreement.
- 2.2. Subject to the terms of this Agreement, the Company grants all Customers a limited, revocable, non-exclusive, and non-transferable license to access and use the Platform and Services. Access to, and use of, Data and Value-Added Services is determined by the license rights and limitations associated with the Subscription selected by the Customer.

3. Licence for Value-Added Services and Data

3.1. The Company grants the Customer a licence, as described in Annex 1, to access and use the Data and Value-added Services offered by the Company depending on the Customer's Subscription, subject to and in accordance with the terms outlined in this clause.

3.2. When there is a requirement for attribution, the Customer must give appropriate credit to WeatherXM Association by including the following information:

"Data provided by WeatherXM Association."

An indication if changes were made (if applicable).

3.3. The Customer agrees not to:

3.3.1. grant any licence beyond what is provided in this Agreement.

3.3.2. pass off the Data as any other party's data than the source of the Data.

3.4. Any use of Data or Value-Added Services under any license or sublicense granted, whether for commercial or non-commercial purposes, is subject to compliance with these Terms.

3.5. If expressly permitted to use the Data or Value-Added Services for business use or purpose, the Company must not make such use that results in market abuse or hinders competition.

3.6. The Customer is prohibited from Distributing any Data or Value-Added Services or providing any services whatsoever in return for WXM tokens.

3.7. The Customer acknowledges that the use of the Data or Value-Added Services under this agreement does not imply endorsement by WeatherXM Association or the Company.

Non-Commercial Academic Licence

3.8. For non-commercial– academic licence, the Customer must:

3.8.1. may use the Data and Value-Added Services solely for educational or research Purposes.

3.8.2. must not use the Data or Value-Added Services for commercial purposes, including to generate income.

3.8.3. must give appropriate credit to WeatherXM Association as the source of Data and indicate if changes were made. The Customer may do so in any reasonable manner, but not in any way that suggests the Association, or the Company endorses the Customer or their use.

3.8.4. must not Distribute, remix, transform, or build upon the Data or Value-Added Services, or creative derivate data or services.

3.8.5. must not apply legal terms or technological measures that legally restrict others from doing anything the licence permits.

- 3.8.6. must not use the Data or Value-Added Services in any way that violates any applicable law or regulation.
- 3.8.7. must not use the Data or Value-Added Services in any manner that could harm or impair anyone else's use of the Data or Value-Added Services.
- 3.8.8. must not use the Data or Value-Added Services in any manner that could damage the reputation of the Company or WeatherXM Association.

Non-Commercial Personal Licence

3.9. For the non-commercial-personal Licence, the Customer:

- 3.9.1. may use the Data and Value-Added Services solely for non-commercial, internal business purposes.
- 3.9.2. must give appropriate credit to WeatherXM Association as the source of Data and indicate if changes were made. The Customer may do so in any reasonable manner but not in any way that suggests an association or endorsement by WeatherXM Association or the Company.
- 3.9.3. must not Distribute the Data outside of the Customer's organization or use the Data or Value-Added Services to provide services to third parties.
- 3.9.4. must not remix, transform, or build upon the Data or Value-Added Services without prior written consent from the Company.
- 3.9.5. must not apply legal terms or technological measures that legally restrict others from doing anything the licence permits.
- 3.9.6. must not use the Data or Value-Added Services in any way that violates any applicable law or regulation.
- 3.9.7. must not use the Data or Value-Added Services in any manner that could harm or impair anyone else's use of the Data or Value-Added Services.
- 3.9.8. must not use the Data or Value-Added Services in any manner that damage the reputation of the Company or WeatherXM Association.

Commercial Licence (Full Use)

3.10. For the Commercial Licence, the Customer:

- 3.10.1. may use the Data and Value-Added Services for any business purpose, including internal operations, product development, and commercial offerings to third parties.

3.10.2. must give appropriate credit to WeatherXM Association as the source of the Data in any public-facing materials or applications that utilize the Data and Value-Added Services, including the Value-Added services offered by the Customer.

3.10.3. may Distribute Data and Value-Added Services to third parties, including clients.

3.10.4. may remix, transform, or build upon the Data and Value-Added Services for any purpose, including commercial use.

3.10.5. must not impose legal terms or technological measures that restrict others from using the Data or Value-Added Services as permitted by this licence.

3.10.6. must comply with all applicable laws and regulations in their use of the Data and Value-Added Services.

3.10.7. must not use the Data or Value-Added Services in any manner that could harm or impair anyone else's use.

3.10.8. must not use the Data or Value-Added Services in any manner that could damage the reputation of the Company or WeatherXM Association.

4. Subscription

4.1. The Subscription term is the period from the start to the end of the subscription for each Subscription, as specified by the Company at the time of the order.

4.2. The Subscription term shall begin on the agreed date specified by the Company at the time of the order, unless otherwise specified herein. For any free subscription, the subscription begins on the first day of use.

4.3. The Subscription shall end on the agreed date specified by the Company at the time of the order.

4.4. In case the Subscription specifies an automatic renewal, the Subscription term automatically renews until cancelled by the Customer or until otherwise terminated in accordance with this Agreement.

5. Customer's Use Restrictions

5.1. The Customer shall not access, store, distribute, upload, submit or transmit any Viruses, or any material during the course of its use of the Services that:

5.1.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive;

5.1.2. facilitates illegal activity;

5.1.3. depicts sexually explicit images;

- 5.1.4.** promotes unlawful violence;
- 5.1.5.** is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
- 5.1.6.** is otherwise illegal or causes damage or injury to any person or property;
- 5.1.7.** could cause damage to the reputation of the Company; or
- 5.1.8.** infringes the intellectual property rights of the Company or any third party.

The Company reserves the right, without liability or prejudice to its other rights, to disable the Account or its access to any material that breaches the provisions of this clause.

- 5.2. The Customer shall not, except as may be allowed by any applicable law which cannot be excluded by agreement between the parties and except to the extent expressly permitted under the Agreement:
 - 5.2.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, public or republish, download, display, transmit, or distribute all or any portion of the Services, Platform, and/or Documentation in any form or media or by any means;
 - 5.2.2. attempt to de-compile, reverse compile, disassemble, reverse engineer, or otherwise reduce to human intelligible or readable form all or any part of the Services or Platform, or attempt to derive source code or other trade secrets relating to the Services or Platform;
 - 5.2.3. use the Services or allow access to the Services in a way that breaches or circumvents or contravenes any contractual usage restrictions or that exceeds its authorised use as set forth in the Agreement;
 - 5.2.4. license, sub-license, sell, re-sell, rent, lease, transfer, assign, distribute, time share, commercially exploit, or otherwise make any part of the Service or Documentation available for access by third parties except as otherwise expressly provided in the Agreement;
 - 5.2.5. access all or any part of the Services and Documentation in order to build, develop, or operate a product or service, or build, develop or operate, or attempt to build, develop or operate a product or service which competes with the Services and/or the Documentation;
 - 5.2.6. use the Services and/or Documentation to provide services to third parties, unless expressly permitted herein;
 - 5.2.7. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, including any competitor of the Company, other than as provided in the Agreement;

- 5.2.8. fail to use commercially reasonable efforts to avoid interference with or disruption to the integrity, operation, performance, or use or enjoyment by others of the Services;
 - 5.2.9. use the Services to create, use, send, store, or run any Virus or other harmful codes, files, scripts, agents or programs;
 - 5.2.10. use the Services and/or Documentation in a way that violates, infringes, or contravenes the rights of a third party that have to do with, among others, contract, intellectual property, publicity, privacy or confidentiality; and
- 5.3. The Customer shall use all reasonable endeavors to prevent any unauthorised access to, or use of, the Services and/or Documentation and, in the event of any such unauthorised access or use, promptly notify the Company.

6. Customer requirements

- 6.1. The Company's provision of the Services and Documentation, and the grant of any licence is conditioned on the Customer acknowledging and agreeing to the following:
 - 6.1.1. The Customer must comply with all applicable laws and regulations in using the Services and Documentation, and the Licence.
 - 6.1.2. The Customer is solely liable and responsible for any agreement with third parties for any Value-Added Services offered by the Customer; provided, however, that in all cases the Customer procures that any such third party complies with the Agreement, including any licence restrictions, to the extent that they are relevant.

7. API Service Level Agreement and Support Services

- 7.1. The Company may grant access to its Services or Data through APIs. Different Subscription tiers entail different number of API calls. The use of APIs will be subject to specific terms provided in relevant Service Level Agreements.
- 7.2. The Customer must keep all API keys confidential and safe.
- 7.3. The parties may enter into a separate agreement regarding support services provided by the Company to the Customer, outlining the scope, response times, and any associated fees for such services.

8. Account

- 8.1. The Customer agrees to register an Account to make use of the Services by submitting the information that the Company may request in its sole discretion.
- 8.2. The Customer undertakes to notify the Company without undue delay where the Account has been violated or where the Customer suspects any violation of the Account.

- 8.3.** The Customer undertakes to provide true and complete information and data during the Account registration process and keep them updated throughout the use of the Services.
- 8.4.** Any personal data submitted for the registration process will be processed in accordance with this agreement.
- 8.5.** The Customer must keep their account name, username, password and any other authentication codes confidential and safe, and comply with all terms of the Agreement relating to the security of their Account details.
- 8.6.** The individual creating an account on behalf of the Customer represents and warrants that they have the authority and authorization to act on behalf of the Customer.

9. Data protection

- 9.1. As part of the Account registration process or for the purpose of entering or performing the Agreement, the Customer may submit personal data of its Representatives acting on behalf of the Customer. The Company will process such personal data in accordance with its Privacy Policy [\[LINK\]](#).
- 9.2. Any data uploaded or submitted by the Customer on the Company's Platform or to any of the Company's communication means relating to the Services that contains any personal data of the Customer's Representatives acting on behalf of the Customer, will be processed in accordance with the Company's Privacy Policy.
- 9.3.
- 9.4.

10. Third party providers

- 10.1. The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Company makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into, and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Company. The Company recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Company does not endorse or approve any third-party website nor is the content of any of the third-party website made available via the Services.

11. Company's obligations

- 11.1. The Company undertakes that the Services will be performed using its best efforts.
- 11.2. The undertaking in clause 11.1. shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Company's instructions, or modification or alteration of the Services by any party other than the Company or the Company's duly authorised contractors or agents.

12. Customer's obligations

- 12.1.** The Customer shall:

- 12.1.1.** provide the Company with all necessary co-operation in relation to the Agreement and all necessary access to such information as may be required by the Company, in order to provide the Services, security access information and configuration services;
- 12.1.2.** without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under the Agreement;
- 12.1.3.** carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner;
- 12.1.4.** obtain and shall maintain all necessary licences, consents, and permissions necessary for the Company, its contractors and agents to perform their obligations under the Agreement, including without limitation the Services; and
- 12.1.5.** ensure that its network and systems comply with any relevant specifications that may be provided by the Company from time to time.

- 12.2. The Customer shall ensure that it promptly complies with any minimum hardware configuration requirements specified by the Company or other technical requirements, if any such are specified, for the purpose of establishing connectivity between its systems and the Services, Platform, APIs, or Data. The Customer shall bear its own costs of establishing that connectivity.

- 12.3. The Customer shall not use the Services or Platform in a manner that could damage, disable, overburden, impair, or compromise the Company's Platform, including APIs, systems or security, or interfere with other users.

13. Charges and payment

- 13.1. The Customer shall pay the Company the fees provided under the relevant Subscription tier in order to get access to the licence rights granted herein.
- 13.2. The fees are non-refundable except as expressly provided in this agreement or the Subscription description on the Platform.

14. Proprietary rights

- 14.1. The Customer acknowledges and agrees that the Company and/or its licensors own all Intellectual Property Rights in the Services, Data, the Value-Added Services offered by the Company, Platform, and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services, Data, Documentation, the Value-Added Services offered by the Company, Platform, and the Documentation.
- 14.2. The Company confirms that it has all the rights in relation to the Services, Data, Platform the Value-Added Services offered by the Company, and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.
- 14.3. The parties acknowledge that the Customer shall retain all rights, title, and interest in and to all Value-Added Services offered by the Customer, subject to any license rights granted herein. However, any Data or Value-Added Services provided by the Company that are used or incorporated into the Customer's offerings shall remain the property of the Company and/or its licensors.
- 14.4. The Customer is granted a limited rights to use the Company's and/or Weather XM Association's trademarks, trade name, and logos solely for the following purposes:

14.4.1. in its advertising, packaging, and websites; and

14.4.2. In attribution statements

15. Confidentiality

- 15.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under the agreement. A party's Confidential Information shall not be deemed to include information that:
 - 15.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
 - 15.1.2. was in the other party's lawful possession before the disclosure;
 - 15.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 15.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence.
- 15.2. Subject to clause 15.4., each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of the Agreement.
- 15.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its Representatives in violation of the terms of the Agreement.

15.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 15.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

15.5. The above provisions of this clause 15 shall survive termination of this agreement, however arising.

16. Indemnity

16.1. The Customer will defend, hold harmless and indemnify the Company and its Representatives from and against any third-party claim or legal action, or any governmental or administrative agency action or proceeding for any costs, expenses, and damages incurred by the Company (including reasonable attorney fees), to the extent arising from: a) the use of the Services, Platform, Data, or Value-Added Services by the Customer in violation of the Agreement, the Documentation and the applicable laws, b) any misuse of the API calls, c) any breach of the confidentiality obligations under the Agreement, or d) a third party in relation to the Customer's provision, in any way, of all or part of the Data or Value-Added Services offered by the Customer.

17. Warranties

17.1. Except as expressly stated in this Agreement, the Company, to the extent permitted by law, fully excludes all warranties, representations, conditions and all other terms of any kind whatsoever as to any matter whatsoever, whether express or implied by statute or common law or the operation of the law, including but not limited to, merchantability, fitness for a particular purpose.

17.2. Without limiting the effect of clause 17.1, the Company does not warrant:

- 17.2.1. that the supply of, or access to, the Services or Data will be free from error or interruption;
- 17.2.2. the availability of Services or Data during the applicable term;
- 17.2.3. that the Data, Services, Platform, or Value-Added Services are free from Viruses;
- 17.2.4. that the Data or Services are accurate, complete, reliable, secure, useful, fit for purpose or timely;
- 17.2.5. that the Data, supply of Data, or Services will be fit for particular purpose and meet the Customer's requirements or business objectives, including the development or provision of Value-Added Services; or
- 17.2.6. that the Services or Data has been tested for use by the Customer or any third party or that the Services or Data will be suitable for or be capable of being used by the Customer or any third party.

17.3. The Customer acknowledges and agrees that it has assumed sole responsibility for selecting the Services or Data to achieve its intended results and that the Services and Data is provided "as is".

17.4. The Customer represents and warrants that it has the necessary legal capacity to enter into and be bound by the Agreement, and that it is duly organized and established, and it is in good standing.

17.5. Any person representing the Customer, has the necessary legal competence, right, powers of representation, due authority, and authorisation to accept the Agreement on the behalf of the Customer.

18. Limitation of liability

18.1. Except as expressly and specifically provided in the Agreement:

18.1.1. the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Company shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Company by the Customer in connection with the Services, or any actions taken by the Company at the Customer's direction;

18.1.2. the Customer assumes sole responsibility for any agreement or engagement with a third party regarding the provision of any services arising out of the Services and Data, or Value-Added Services offered by the Customer; and

18.1.3. the Customer has no right to make or pass on any representation or warranty on behalf of the Company to any third party.

18.2. Nothing in this agreement excludes the liability of the Company:

18.2.1. for death or personal injury caused by the Company's negligence; or

18.2.2. for fraud or fraudulent misrepresentation.

18.3. Subject to clause 18.1 and clause 18.2:

18.3.1. the Company is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities. The Customer further acknowledges that the APIs and associated Services may be subject to limitations, delays, and other issues inherent in the use of such communication facilities. The Customer agrees that such limitations may affect the performance and availability of the APIs and that the Company is not responsible for any disruptions or errors.

18.3.2. the Company shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any direct, special, punitive, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement; and

18.3.3. the Company's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the

performance or contemplated performance of this agreement shall be limited to the fees paid by the Customer during the 3 months immediately preceding the date on which the claim arose

18.4. Nothing in this agreement excludes the liability of the Customer for any breach, infringement or misappropriation of the Company's intellectual property rights.

18.5. Regardless of the generality of any other clause in the Agreement, the Company shall not be liable whatsoever against any third party, including any clients of the Customer.

19. Export Control

19.1. Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**Export Control Laws**), to any country for which any applicable laws or government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

19.2. Each party undertakes to:

19.2.1. contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it which substantially replicates the one set out in clause 19.1; and

19.2.2. if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

20. Termination of agreement and subscription

20.1. The Customer may terminate their Subscription by giving 30-day written notice to the Company as provided in this Agreement or by cancelling the Subscription through the Platform, following the relevant instructions, if such an option is available. The payment for the Subscription in that case is non-refundable.

20.2. The Company may terminate the Customer's Subscription by giving 30-day written notice to the Customer through the Platform or as otherwise provided in this Agreement. The payment for any unused subscription is refundable in this case.

20.3. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

20.3.1. the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

20.3.2. the other party has breached, violated, or acted contrary to, or inconsistently with, the letter or spirit of these Terms the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy.

20.4. Without limiting clause 20.3, the Company reserves the right to suspend, deactivate, or terminate the Customer's Account (or any part of it), restrict, limit, or suspend access to the Services and Platform, or terminate this Agreement, with immediate effect upon notice, if it determines that the Customer:

20.4.1. has engaged in conduct that could damage the reputation of the Company or the WeatherXM Association;

20.4.2. has granted licence rights beyond those provided under this Agreement; or

20.4.3. is using, or enabling the use of, Data or Value-Added Services, or is providing Value-Added Services Offered by the Customer in a manner that could result in market abuse or hinder competition.

20.5. On termination of this agreement for any reason:

20.5.1. all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and Documentation;

20.5.2. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party; and

20.5.3. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

20.6. The Customer acknowledges that the Company will not be liable to the Customer or any third party for any termination, restriction, limitation, or suspension of your access to, or use of the Services and Platform, or early termination of this Agreement or Subscription in accordance with the terms of this agreement.

21. Force majeure

The Company shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, pandemics, epidemics, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

22. Variation

The Company reserves the right to change, amend, or revoke the Agreement at its sole discretion. The changes will be effective once posted online. Although it is not obligated to do so, the Company may choose to

notify the Customer via email of any such changes. The Customer is deemed to accept the changes by continuing to use the Services.

23. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

24. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

25. Severance

- 25.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 25.2. If any provision or part-provision of this agreement is deemed deleted under clause 25.1. the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

26. Assignment

- 26.1. The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 26.2. The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

27. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

28. Notices

- 28.1. Any notice required to be given under this agreement shall be in writing and shall be delivered by email to the other party at the address provided during account registration for the Customer and the

address displayed on the Platform for the Company, or such other address as may have been notified by that party for such purposes.

28.2. A notice shall be deemed to have been received at the time of transmission.

29. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Swiss law.

30. Jurisdiction

Each party irrevocably agrees that the courts of the Canton of Zug, Switzerland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Annex 1

Free Subscription Tier (Non-Commercial Personal Licence)

The Customer is granted a worldwide, royalty-free, non-transferable, non-exclusive, licence to access and use limited Data and Value-Added Services offered by the Company solely for internal business purposes. Hyperlocal forecast is excluded and will only be displayed as a teaser.

Agreed limits:

- limited API calls as displayed in the Weather API and/or the Subscription page on the Platform with no right to purchase more calls
- limited past days for historical Data
- limited days ahead for forecast data
- limited forecast accuracy

Free Subscription Tier (Non-Commercial Academic Licence)

The Customer is granted a worldwide, royalty-free, non-transferable, non- exclusive, and non-commercial licence to access and use limited Data and Value-Added Services solely for academic and research purposes.

The Company reserves the right to evaluate and determine, on a case-by-case basis, whether any request for an Academic subscription meets the qualifying criteria.

Paid Tier (Commercial Licence (Full Use))

The Company grants the Customer a worldwide, revocable, non-exclusive, and transferable licence to access and use Data and Value-Added Services offered by the Company, subject to the specific features of the subscription tier selected, for commercial purposes, including the right to Distribute Data, create derivative data, services, and products (including competing services and products), remix, transform, or build upon the Data or Value-Added Services, and provide Value-Added Services offered by the Customer to third parties.