

END-USER LICENCE

OpenWeather Ltd.
2024

Parties

- (1) OpenWeather Limited incorporated and registered in England and Wales with company number 11047846 whose registered office is at 30 St. Mary's Axe, The City Of London, London, Greater London, United Kingdom, EC3A 8BF **(Supplier)**
- (2) Person making purchases from Supplier **(Customer)**

BACKGROUND

- (A) The Supplier is the entire legal and beneficial owner and licensor of Licensed Content listed in Annex A and is willing to license the Customer to use these products.

Agreed terms

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this licence.

Affiliate: includes, in relation to either party that is a signatory to this agreement, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party. For the avoidance of doubt, a subsidiary means an entity which is 100% owned by the holding company.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Control: a business entity shall be deemed to "control" another business entity if it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such business entity, or any other comparable equity or ownership interest with respect to a business entity other than a corporation OR as defined in section 1124 of the Corporation Tax Act 2010.

Fee: the licence fee payable by the Customer to the Supplier under Clause 3.

Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Customer or its end users (but not the Supplier) relating to security of network and information systems and security breach and incident reporting requirements, which may include the Network and Information Systems Regulations 2018 (*SI 506/2018*), all as amended or updated from time to time.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in

designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Maintenance Release: release of the Licensed Content that corrects faults, adds functionality or otherwise amends or upgrades the Licensed Content, but which does not constitute a New Version.

Policies: the Supplier's business policies and codes listed in Schedule 1, as amended by notification to the Customer from time to time.

Licensed Content: Supplier's licenced content - all the content made available by the Supplier to the Customer under this agreement.

Value-added Services (VAS): all services which are derived from Licensed Content and specifically conceived for the needs of users and made available under specific licence conditions.

Non-retrievable Value-added Services (NVAS): Any VAS from which the original Licensed Content cannot be retrieved or reverse engineered.

Distribution: Controlled transmission or supply to clearly identified and known users.

- 1.2 **Holding company and subsidiary** mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.4 Unless the context otherwise requires:
- (a) words in the singular shall include the plural and in the plural shall include the singular;

- (b) it is in force as at the date of this agreement;
 - (c) a reference to one gender shall include a reference to the other genders; and
 - (d) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.5 In the case of conflict or ambiguity between any provision contained in the body of this licence and any provision contained in the schedules or appendices, the provision in the body of this licence shall take precedence.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.7 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.8 The Schedules and Annexes form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedules and Annexes.

2. Licence

- 2.1 In consideration of the Fee paid by the Customer to the Supplier, receipt of which the Supplier hereby acknowledges, the Supplier grants to the Customer a non-exclusive, non-transferable licence for its own internal usage and/or to distribute Non-retrievable Value Added Services:
 - (a) for a term of **one (1) month** initially from the date this Licence Agreement has been signed to use the Licensed Content by the Customer only.
 - (b) This Licence Agreement automatically renews for successive 1-month Renewal Term unless either party provides written notice of non-renewal at least 7 days before the end of the then-current Renewal Term.
- 2.2 In relation to scope of use, the Customer is permitted to:
 - (a) host, store, perform, display, and otherwise use the Licensed Content or any part of it in connection with Customer's internal usage and/or his Distribution of Non-retrievable Value Added Services. **The Customer is obliged to provide reference (attribution) to the Supplier in Customer's products or services.**
 - (b) enhance, modify, adapt, transform, develop, create derivative and/or new works based on and/or derived from the Licensed Content or any part of it;

- (c) issue copies of and communicate and otherwise make available to the public the Licensed Content or any part of it in connection with Customer products or services;
- (d) use the Licensed Content or any part of it in combination with any other content;
- (e) extract data from and/or reutilise the Licensed Content; and
- (f) the Customer may make as many backup copies of the Licensed Content as may be necessary for its lawful use. The Customer shall record the number and location of all copies of the Licensed Content and take steps to prevent unauthorised copying.
- (g) except as expressly stated in this clause 2, the Customer has no right (and shall not permit any third party) to copy, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Licensed Content in whole or in part except to the extent that any reduction of the Licensed Content to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Licensed Content with the operation of other software or systems used by the Customer unless the Supplier is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request the Supplier to carry out such action or to provide such information (and shall meet the Supplier's reasonable costs in providing that information) before undertaking any such reduction.
- (h) should the Customer breach any of its obligations as per this Agreement, it waives any rights to claim the damages or losses from the Supplier, as well as, cover any damages or losses that may be incurred by the Supplier of this breach.

2.3 The Customer may not use any such information provided by the Supplier or obtained by the Customer during any such reduction permitted under this agreement to create any software whose expression is substantially similar to that of the Licensed Content nor use such information in any manner which would be restricted by any copyright subsisting in it.

2.4 The Customer shall not:

- (a) sub-license, assign, distribute or novate the benefit or burden of this licence in whole or in part;
- (b) allow the Licensed Content to become the subject of any charge, lien or encumbrance; and

- (c) deal in any other manner with any or all of its rights and obligations under this agreement,

without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed.

2.5 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

2.6 The Customer shall:

- (a) notify the Supplier as soon as it becomes aware of any unauthorized use of the Licensed Content by any person or company;

3. Supplier's warranties

3.1 The Supplier warrants that the Licensed Content will conform in all material respects to the Specification for a period of 90 days from the date of this licence (**Warranty Period**). If, within the Warranty Period, the Customer notifies the Supplier in writing of any defect or fault in the Licensed Content in consequence of which it fails to conform in all material respects to the Specification, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Licensed Content or used it outside the terms of this licence for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by the Supplier, or it has not been loaded onto Supplier-specified or suitably configured equipment, the Supplier shall, at the Supplier's option, do one of the following:

- (a) repair the Licensed Content;
- (b) replace the Licensed Content; or
- (c) terminate this licence immediately by notice in writing to the Customer and refund any of the Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Licensed Content to the date of termination) on return of the Licensed Content and all copies thereof,

provided the Customer provides all the information that may be necessary to assist the Supplier in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable the Supplier to re-create the defect or fault.

3.2 The Supplier warrants to the Customer that it has, and will retain, all necessary rights to grant the Licenses under this Agreement, and to provide the Licensed Content to the Customer.

- 3.3 The Customer accepts responsibility for the selection of the Licensed Content to achieve its intended results and acknowledges that the Licensed Content has not been developed to meet the individual requirements of the Customer.
- 3.4 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

4. Restrictions on the Customer

- 4.1 In order to protect the confidential information and Supplier's business connections and interests to which the Customer has access as a result of the engagement, the Customer covenants with the Supplier that the Customer shall not, during the term of the Agreement, and:
- (a) For 12 (twelve) months after Termination, solicit or endeavour to entice away from the Supplier or its Group Company the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with the business of the Supplier;
 - (b) For 12 (twelve) months after Termination in the course of any business concern which is in competition with the business of the Supplier, employ or engage or otherwise endeavour to entice away from the Supplier or its Group Company any Restricted Person;
 - (c) For 12 (twelve) months after Termination in the course of any business concern which is in competition with the business of the Supplier, employ or engage or otherwise facilitate the employment or engagement of any Restricted Person, whether or not such person would be in breach of contract as a result of such employment or engagement;
 - (d) For 12 (twelve) months after Termination, be involved in any capacity with any business concern which is (or intends to be) in competition with the business of the Supplier;
 - (e) For 12 (twelve) months after Termination, be involved with the provision of goods or services to (or otherwise have any business dealings with) any Restricted Customer or Restricted Supplier in the course of any business concern which is in competition with the business of the Supplier; or
 - (f) At any time after Termination, represent themselves as connected with the Supplier or its Group Company in any capacity, other than as a former Customer, or use any registered names or trading names associated with the Supplier or its Group Company.

- (g) At any time after Termination, make any remarks or disparaging statements which may be harmful to the reputation of the Supplier's Business or any of its Group Companies, whether defamatory or otherwise.

4.2 The restrictions imposed by this Clause 6 apply to the Customer acting:

- (a) Directly or indirectly; and
- (b) On the Customer's own behalf or on behalf of, or in conjunction with, any firm, company or person.

4.3 The Customer agrees that if it is in breach of Clauses 6(b) and (c), the Customer shall be liable on demand pay to the Supplier or Group Company a sum equal to one year's basic salary or the annual fee that was payable by the Supplier to any Restricted Person, plus the reasonable costs for recruitment incurred by the Supplier or relevant Group Company in replacing such Restricted Person.

4.4 The Parties confirm that the damages under Clause 6.4 are reasonable and proportionate to protect the legitimate business interests of the Supplier or Group Company.

5. Intellectual property rights

5.1 The Customer acknowledges that all Intellectual Property Rights in the Licensed Content and any Maintenance Releases belong and shall belong to the Supplier, and the Customer shall have no rights in or to the Licensed Content other than the right to use it in accordance with the terms of this licence.

6. Third-party rights

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

7. No partnership or agency

7.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

7.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

8. Governing law and jurisdiction

- 8.1 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 the law of England and Wales.
- 8.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Annex A: Specification

Licensed Content

1. Licensed Content

Weather data as per written agreement between Customer and Supplier.

2. Delivery Method.

Supplier will deliver the Licensed Content in accordance with Customer's technical requirements and specified delivery method(s), including bulk download and retrieval.