

‘OPENWEATHER FOR BUSINESS’

END-USER LICENSE

FOR

‘PROFESSIONAL’ SUBSCRIPTION

OpenWeather Ltd.
2025

Parties

- (1) **Supplier:** 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) **Customer:** means the person accessing or using Supplier's site (or using any other available options) to make purchases from Supplier.

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.

Restricted Business: those parts of our or any Affiliate business with which you were involved to a material extent in the 12 months before Termination.

Restricted Customer: any firm, company or person who, during the 12 months before Termination, was a customer or prospective customer of or in the habit of dealing with the company or Affiliate with whom you had material contact or about whom you became aware or informed in the course of your employment.

Restricted Person: anyone employed or engaged by us or any Affiliate at the level of manager or above and who could materially damage our or any Affiliate interests if they were involved in any capacity in any business concern which competes with any Restricted Business and with whom you had material dealings in the 12 months before Termination in the course of your employment.

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 Terms 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. For the avoidance of any doubt, the Customer is not obliged to provide any 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) the Customer shall indemnify and hold the Supplier harmless against any loss or damage which Customer may suffer or incur as a result of the Customer's 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 grants the Supplier the right to use the Customer's name and logo globally in the Supplier's marketing materials, website, presentations, case studies, and other public announcements. The Supplier does not require prior approval for such use unless otherwise agreed between the parties. Such use shall not imply any endorsement of the Supplier's products or services by the Customer. This right shall remain in effect indefinitely unless the Customer withdraws consent by providing written notice to the Supplier, after which the Supplier shall cease further use within a reasonable timeframe.
- 2.7 The Customer is required to provide an attribution to the Supplier by placing the following information in the visible part of NVAS solution:
 - (a) 'Weather data provided by OpenWeather'
 - (b) Hyperlink to Supplier's website <https://openweathermap.org/>
 - (c) OpenWeather logo that can be downloaded via: https://openweathermap.org/storage/app/media/logo_files.zip
- 2.8 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. Intellectual property rights

- 3.1 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.

4. Governing law and jurisdiction

- 4.1 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.
- 4.2 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 with the following specifications.

Subscription name	Specification
Expert	<p>Data Elements:</p> <p>Group A: Current Weather API, Hourly forecast for 4 days API, 3-hourly forecast for 5 days API, Daily forecast for 16 days API, Climatic forecast 30 days API, Air Pollution API, UV Index API, Weather Triggers API, Relief maps, Weather maps 1.0 and Weather Maps 2.0 APIs, Global Precipitation Map – Historical data API , Road Risk API (basic configuration), Geocoding API, Weather Triggers, Bulk Download of weather data (global cities + ZIPs of US, EU, UK)</p> <p>Group B: History API (access to last 1 month of data) Statistical Weather Data API Accumulated parameters API</p>
	<p>Features:</p> <p>Region: Global.</p> <p>Availability (Group A): Up to 30,000 requests per minute. Availability (Group B): Up to 5,000 requests per calendar day.</p> <p>Data Elements should be available at least 99.9% of the time.</p> <p>Accuracy: Data Elements should be accurate for at least 10 minutes</p>

	from time of delivery.
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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.