

OPENWEATHER END-USER LICENCE AGREEMENT

between

OpenWeather Limited

and

Customer

Parties

- (1) **OpenWeather Limited** incorporated and registered in England and Wales with company number 11047846 whose registered office is at 17th Floor, City Point, 1 Ropemaker Street, London, England, EC2Y 9ST (**Supplier**)
- (2) **Customer** - a Person exercising rights under this License who has not previously violated the terms of this License with respect to the Licensed Content, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.

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, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party

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 meteorological 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 **3** 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. **Customer is obliged to provide reference (attribution) to the Supplier in the visible section of Customer's**

products or services (NVAS) by mentioning OpenWeather Ltd. as a supplier of Licensed Content in the visible part of his solution and leaving a hyperlink to the website <https://openweathermap.org/> ;

- (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 it 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 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. Fees

- 3.1 The Customer shall pay to the Supplier licence fees in advance on or before the first day of the month starting from the date Agreement is signed until the date of Agreement termination:
 - (a) The Supplier will invoice the Customer for the fees set out in on OpenWeather's Pricing webpage (<https://openweathermap.org/full-price#current>) in **monthly** instalments
 - (b) The Customer will pay the Supplier's correct and undisputed invoices as 100% prepayment within **3 days** of receiving them.
- 3.2 All sums payable under this licence are exclusive of VAT or any relevant local sales taxes, for which the Customer shall be responsible.

4. Supplier's warranties

- 4.1 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.

- 4.2 The Supplier does not warrant that the use of the Licensed Content will be uninterrupted or error-free or that it will meet any Heightened Cybersecurity Requirements.
- 4.3 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.
- 4.4 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.

5. Restrictions

- 5.1 In order to protect the trade secrets, business connections and the Supplier, the Customer covenant with the Supplier to adhere restrictive covenants, outlined in Schedule 2.

6. Limits of liability

- 6.1 Except as expressly stated in this Agreement:

- (a) the Supplier shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
 - (i) special damage even if the Supplier was aware of the circumstances in which such special damage could arise;

- (ii) loss of profits;
- (iii) loss of anticipated savings;
- (iv) loss of business opportunity;
- (v) loss of goodwill;
- (vi) loss or corruption of data,

provided that this 6 shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of this clause or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi) inclusive of this clause 6;

- (b) the total liability of the Supplier, whether in contract, tort (including negligence) or otherwise and whether in connection with this licence or any collateral contract, shall in no circumstances exceed a sum equal to the Fee; and
- (c) the Customer agrees that, in entering into this licence, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this licence or (if it did rely on any representations, whether written or oral, not expressly set out in this licence) that it shall have no remedy in respect of such representations and (in either case) the Supplier shall have no liability in any circumstances otherwise than in accordance with the express terms of this licence.

6.2 The exclusions in Clause 6.1 shall apply to the fullest extent permissible at law, but the Supplier does not exclude liability for:

- (a) death or personal injury caused by the negligence of the Supplier, its officers, employees, contractors or agents;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any other liability which may not be excluded by law.

6.3 All dates supplied by the Supplier for the delivery of the Licensed Content or the provision of Services shall be treated as approximate only. The Supplier shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

6.4 All references to "the Supplier" in this clause 6 shall, for the purposes of this clause and clause 6 only, be treated as including all employees, subcontractors and suppliers of the Supplier and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

7. Intellectual property rights

- 7.1 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.

8. Data protection

- 8.1 Personal data, or personal information, means any information about the commercial entity or an individual (the Customer) from which that entity or individual can be identified.
- 8.2 The Customer is required to read the Privacy Policy that is annexed (Schedule 1) to this Licence Agreement. By signing this agreement the Customer confirms that it agrees with the Privacy Policy and consents to receive communications from OpenWeather Group of Companies, as well as storage and processing of Customer's data by OpenWeather Group of Companies in accordance with the Privacy Policy.
- 8.3 Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you. In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

9. 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.

10. 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.

11. Entire agreement

- 11.1 Each party acknowledges that, in entering into this licence and the documents annexed to it, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this licence or

not) (**Representation**) other than as expressly set out in this licence or those documents.

11.2 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this licence.

11.3 Nothing in this clause shall limit or exclude any liability for fraud.

12. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13. Severance

13.1 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.

13.2 If any provision or part-provision of this agreement is deemed deleted under clause 13.1 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.

14. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

15. 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.

16. No partnership or agency

16.1 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.

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

17. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for more than 30 days, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

18. Notices

18.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to its email address mentioned below:
 - (i) Supplier: info@openweathermap.org
 - (ii) Customer: Customer's email address specified at the point of registration on Supplier's website (openweathermap.org)

18.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.

18.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

19. Governing law and jurisdiction

19.1 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.

19.2 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).

Schedule 1 Privacy Policy

OpenWeather Ltd respects your privacy and is committed to protecting your personal data. This privacy notice will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

1. IMPORTANT INFORMATION AND WHO WE ARE
2. THE DATA WE COLLECT ABOUT YOU
3. HOW IS YOUR PERSONAL DATA COLLECTED
4. HOW WE USE YOUR PERSONAL DATA
5. DISCLOSURES OF YOUR PERSONAL DATA
6. INTERNATIONAL TRANSFERS
7. DATA SECURITY
8. DATA RETENTION
9. YOUR LEGAL RIGHTS
10. GLOSSARY

1. IMPORTANT INFORMATION AND WHO WE ARE

PURPOSE OF THIS PRIVACY NOTICE

This privacy notice aims to give you information on how OpenWeather Ltd collects and processes your personal data through your use of our website, including any data you may provide through the website when you sign up to our newsletter, purchase a product or service or take part in a competition.

It is important that you read this privacy notice together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

CONTROLLER

OpenWeather Ltd is the controller and responsible for your personal data (collectively referred to as “OpenWeather Ltd”, “we”, “us” or “our” in this privacy notice).

CONTACT DETAILS

- Full name of legal entity: **Openweather Ltd**
- Name of data privacy manager: **Olga Ukolova**

- Email address: info@openweathermap.org
- Postal address: 4 Queens Road, Wimbledon, London, SW19 8YB, United Kingdom

You have the right to make a complaint at any time to the Information Commissioner’s Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk) . We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please [contact us](#) in the first instance.

CHANGES TO THE PRIVACY NOTICE AND YOUR DUTY TO INFORM US OF CHANGES

This version was last updated on 02 February 2022. We may change this privacy notice from time to time by updating our website in order to reflect changes in the law and/or our privacy practices. We encourage you to check our website for changes.

THIRD-PARTY LINKS

Our website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

2. THE DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

- **Identity Data** includes [first name, last name, username or similar identifier and password].
- **Contact Data** includes [billing address and email address].
- **Transaction Data** includes [details about payments to and from you and other details of products and services you have purchased from us].
- **Technical Data** includes [internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access our website].
- **Usage Data** includes [information about how you use our website, and services].
- **Marketing and Communications Data** includes [your preferences in receiving marketing from us and our third parties and your communication preferences and surveys information].

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy notice.

In the course of discharging our contractual obligations to you, we do not collect any **Special Categories of Personal Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and

genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

IF YOU FAIL TO PROVIDE PERSONAL DATA

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

3. HOW IS YOUR PERSONAL DATA COLLECTED?

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us your [Identity, Contact and Financial Data] by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
 - apply for our products or services;
 - create an account on our website;
 - subscribe to our service or publications;
 - request marketing to be sent to you;
 - enter a competition, promotion or survey; or
 - give us some feedback.
- **Automated technologies or interactions.** As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using server logs and other similar technologies.
- **Third parties or publicly available sources.** We may receive personal data about you from various third parties and public sources as set out below:
 - Technical Data from the following parties

(a) analytics providers such as Google Analytics and Google tech manager; and

(b) advertising networks such as HelpDesk; and

(c) Contact, Financial and Transaction Data from providers of technical, payment and delivery services such as PayPal

4. HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests, when we acting in pursue of our business purposes and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

Generally, we do not rely on consent as a legal basis for processing your personal data other than in relation to sending our or third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by [Contacting us](#)

PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA

We have set out below a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please [Contact us](#) if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new customer	<ul style="list-style-type: none"> • (a) Identity • (b) Contact 	Performance of a contract with you
To process and deliver your order including: <ul style="list-style-type: none"> • (a) Manage payments, fees and charges • (b) Collect and recover money owed to us 	<ul style="list-style-type: none"> • (a) Identity • (b) Contact • (c) Transaction 	<ul style="list-style-type: none"> • (a) Performance of a contract with you • (b) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you which will include: <ul style="list-style-type: none"> • (a) Notifying you about changes to our terms or privacy policy • (b) Asking you to leave a review, take a survey, or updating, or keeping you informed about our or our partners' products and services. • (c) Consent in the last column (Lawful basis for processing) 	<ul style="list-style-type: none"> • (a) Identity • (b) Contact • (c) Marketing and Communications 	<ul style="list-style-type: none"> • (a) Performance of a contract with you • (b) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
including basis of legitimate interest)		
To run, administer and protect our business and the website (including troubleshooting, data analysis, testing, system maintenance, support, reporting, hosting of data)	<ul style="list-style-type: none"> • (a) Identity • (b) Contact • (c) Technical 	<ul style="list-style-type: none"> • (a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) • (b) Necessary to comply with a legal obligation
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	<ul style="list-style-type: none"> • (a) Technical • (b) Usage 	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)

If we are selling all or parts of our business we may have to share your personal data with potential buyers and investors after they sign non-disclosure and non-compete agreement.

MARKETING

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. We have established a privacy centre on our website where you can view and make certain decisions about your personal data use.

PROMOTIONAL OFFERS FROM US

We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or purchased services from us or if you provided us with your details or registered for a promotion and, in each case, **you have opted in for receiving that marketing.**

THIRD-PARTY MARKETING

We will get your express opt-in consent before we share your personal data with any company outside the OpenWeather Ltd group of companies for marketing purposes or potential investors.

OPTING OUT

You can ask us or third parties to stop sending you marketing messages at any time by logging into the website and checking or unchecking relevant boxes to adjust your marketing preferences or by following the opt-out links on any marketing message sent to you or by [Contacting us](#) at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a service purchase, service experience or other transactions.

CHANGE OF PURPOSE

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please [Contact us](#).

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

5. DISCLOSURES OF YOUR PERSONAL DATA

We may have to share your personal data with the parties set out below for the purposes set out in paragraph 4 above.

- Internal Third Parties as set out in the Glossary.
- External Third Parties as set out in the Glossary.
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets; or who may be interested in buying our business or investing. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

6. INTERNATIONAL TRANSFERS

We share your personal data within the OpenWeather Ltd Group. This will involve transferring your data outside the European Economic Area (**EEA**).

We ensure your personal data is protected by requiring all our group companies to follow the same rules when processing your personal data. These rules are called “binding corporate rules”. For further details, see [European Commission: Binding corporate rules](#).

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- Where we use providers based in the US, we may transfer data to them based on an intra-company data transfer agreement.

Please [Contact us](#) if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

7. DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

8. DATA RETENTION

HOW LONG WILL YOU USE MY PERSONAL DATA FOR?

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for legal purposes.

In some circumstances you can ask us to delete your data.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

9. YOUR LEGAL RIGHTS

Under certain circumstances, you have rights under data protection laws in relation to your personal data. Please click on the links below to find out more about these rights:

- [Request access to your personal data.](#)
- [Request correction of your personal data.](#)
- [Request erasure of your personal data.](#)
- [Object to processing of your personal data.](#)

- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

If you wish to exercise any of the rights set out above, please [Contact us](#).

NO FEE USUALLY REQUIRED

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

WHAT WE MAY NEED FROM YOU

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

TIME LIMIT TO RESPOND

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

10. GLOSSARY

LAWFUL BASIS

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by [Contacting us](#).

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

THIRD PARTIES

INTERNAL THIRD PARTIES

Other companies in the OpenWeather Ltd Group acting as joint controllers who are based in Latvia and USA.

EXTERNAL THIRD PARTIES

- Professional advisers acting as processors including lawyers and auditors based in USA who provide banking, legal and accounting services.
- HM Revenue & Customs, regulators and other authorities acting as processors based in the United Kingdom who require reporting of processing activities in certain circumstances.
- Potential investors who signed non-disclosure and non-compete agreements.

YOUR LEGAL RIGHTS

You have the right to:

Request access to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, the further retention of the personal data should be lawful where it is necessary, for exercising the right of freedom of expression and information, for compliance with a legal obligation, for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller, on the grounds of public interest in the area of public health, for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, or for the establishment, exercise or defence of legal claims.

Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data’s accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

Schedule 2 Restrictive Covenants

1. **Non-solicitation of employees or contractors**

1.1 In order to protect the legitimate business interests of Supplier, Customer covenants with Supplier that it shall not (and shall procure that no member of Customer's Group shall) (except with the prior written consent of Supplier):

(a) attempt to solicit or entice away; or

(b) solicit or entice away,

from the employment or service of Supplier or any Group Company the services of any Restricted Person other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of Supplier or any Group Company.

1.2 Customer shall be bound by the covenant set out in clause 1.1 during the term of this agreement, and for a period of 12 months after termination or expiry of this agreement.

1.3 For the purposes of this clause 1, a **Restricted Person** shall mean any firm, company or person employed or engaged by Supplier or any Group Company during the term of this agreement who has been engaged in the provision of the Services or the management of this agreement either as principal, agent, employee, independent contractor or in any other form of employment or engagement and who could materially damage the interests of Supplier or any Group Company if they were involved in any capacity in any business concern which competes with the business of Supplier.

1.4 If Customer commits any breach of this clause 1, Customer shall, on demand, pay to Supplier or relevant Group Company a sum equal to one year's basic salary or the annual fee that was payable by Supplier or relevant Group Company to the Restricted Person plus the recruitment costs incurred by Supplier or relevant Group Company in replacing such person. The parties confirm that these liquidated damages are reasonable and proportionate to protect the legitimate interest of Supplier or relevant Group Company in performance.

2. **Non-employment of employees**

2.1 In order to protect the legitimate business interests of Supplier and each Group Company, Customer covenants with Supplier for itself and as agent for each Group Company that it shall not (and shall procure that no member of Customer's Group shall) (except with the prior written consent of Supplier) employ or engage or otherwise facilitate the employment or engagement of any Restricted Person.

2.2 Customer shall be bound by the covenant set out in clause 2.1 during the term of this agreement and for a period of 12 months after termination or expiry of this agreement.

2.3 For the purposes of this clause 2, a **Restricted Person** shall mean any firm, company or person employed or engaged by Supplier or any Group Company during the term of this agreement who has been engaged in the provision of the Services or the management of this agreement either as principal, agent, employee, independent contractor or in any other form of employment or engagement and who could materially damage the interests of Supplier or any Group Company if they were involved in any capacity in any business concern which competes with the business of Supplier.

2.4 If Customer commits any breach of this clause 2, Customer shall, on demand, pay to Supplier or relevant Group Company a sum equal to one year's basic salary or the annual fee that was payable by Supplier or relevant Group Company to the Restricted Person plus the recruitment costs incurred by Supplier or relevant Group Company in replacing such person. The parties confirm that these liquidated damages are reasonable and proportionate to protect the legitimate interest of Supplier or relevant Group Company in performance.

3. Non-poaching of customers

3.1 In order to protect the legitimate business interests of Supplier and each Group Company, Customer covenants with Supplier for itself and as agent for each Group Company that it shall not (and shall procure that no member of Customer's Group shall) (except with the prior written consent of Supplier) solicit or entice away (or attempt to solicit or entice away) from Supplier or any Group Company the business or custom of any Restricted Customer.

3.2 Customer shall be bound by the covenant set out in clause 3.1 during the term of this agreement, and for a period of 12 months after termination or expiry of this agreement.

3.3 For the purposes of this clause 3, a **Restricted Customer** shall mean any firm, company or person who is or has been at any time during the immediately preceding 12 months a customer or prospective customer of, or in the habit of dealing with, Supplier or any Group Company.

4. Non-dealing

4.1 In order to protect the legitimate business interests of Supplier and each Group Company, Customer covenants with Supplier for itself and as agent for each Group Company that it shall not (and shall procure that no member of Customer's Group shall) be involved with the provision of goods or services to any Restricted Customer.

4.2 Customer shall be bound by the covenant set out in clause 4.1 during the term of this agreement, and for a period of 12 months after termination or expiry of this agreement.

4.3 For the purposes of this clause 4, a **Restricted Customer** shall mean any firm, company or person who is or has been at any time during the immediately preceding 12 months a customer or prospective customer of, or in the habit of dealing with, Supplier or any Group Company.

5. **Non-solicitation of suppliers**

5.1 In order to protect the legitimate business interests of Supplier and each Group Company, Customer covenants with Supplier for itself and as agent for each Group Company that it shall not (and shall procure that no member of Customer's Group shall) (except with the prior written consent of Supplier) have any business dealings with, or solicit, entice or attempt to entice away, a Restricted Supplier, if such dealing, solicitation or enticement causes or is reasonably likely to cause such supplier to cease supplying, or to reduce its supply of goods or services to, Supplier or any Group Company, or to vary adversely the terms upon which it conducts business with Supplier or any Group Company.

5.2 Customer shall be bound by the covenant set out in clause 5.1 during the term of this agreement, and for a period of 12 months after termination or expiry of this agreement.

5.3 For the purposes of this clause 5, a **Restricted Supplier** shall mean any firm, company or person who is or has been at any time during the immediately preceding 12 months any supplier of goods or services to Supplier or any Group Company.

6. **Non-compete**

6.1 In order to protect the legitimate business interests of Supplier and each Group Company, Customer covenants with Supplier for itself and as agent for each Group Company that it shall not (and shall procure that no member of Customer's Group shall):

- (a) carry on; or
- (b) be engaged, concerned or interested in; or
- (c) assist in any way,

any business concern which is (or intends to be) in competition with the business of Supplier or any Group Company.

6.2 Customer shall be bound by the covenant set out in clause 6.1 during the term of this agreement, and for a period of 12 months after termination or expiry of this agreement.

7. **Non-association**

In order to protect the legitimate business interests of Supplier and each Group Company, Customer covenants with Supplier for itself and as agent for each Group

Company that it shall not at any time after termination or expiry of this agreement, represent itself as connected or associated with Supplier or any Group Company or use any registered names or trading names or domain names, designs or logos associated with Supplier or any Group Company or which, in the reasonable opinion of Supplier, are capable of confusion with such names, designs or logos.

8. Non-disparagement

In order to protect the legitimate business interests of Supplier and each Group Company, Customer covenants with Supplier for itself and as agent for each Group Company that it shall not at any time after termination or expiry of this agreement, say anything which may be harmful to the reputation of the business of Supplier or any Group Company, whether defamatory or otherwise.

9. Non-circumvention

9.1 Customer undertakes that, other than in concert with Supplier or with Supplier's express prior written approval, it shall not, directly or indirectly:

- (a) itself pursue the Project or any Substitute Project;
- (b) induce, solicit, procure or otherwise encourage any third party to pursue the Project or any Substitute Project; or
- (c) seek, encourage or respond to any approach from any third party to pursue the Project or any Substitute Project.

9.2 Customer shall procure that its officers, employees, agents, advisers and other representatives, and each member of its Group and their respective officers, employees, agents, advisers and other representatives, comply with clause 9.1 as if they were Customer.

9.3 For the purposes of this clause 9, **Substitute Project** shall mean any project involving the same customers or partners or the same or substantially similar resources, technology or work product as the Project.

10. Beneficiaries of the covenants

10.1 The covenants in *clauses 1-10* are intended for the benefit of, and shall be enforceable to the fullest extent permitted by law, by each of Supplier and each Group Company and shall apply to actions carried out by Customer (or any member of Customer's Group) in any capacity (including as shareholder, partner, director, principal, consultant, officer, agent or otherwise) and whether directly or indirectly, on its own behalf or on behalf of, or jointly with, any other person.

- 10.2 Except as expressly provided in clause 10.1, 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.
- 10.3 Each of the covenants in this Schedule 2 is intended to be separate and severable. If any of the restrictions are held to be void, but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective
- 10.4 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

Annex A Specification

Specification of Licensed content for each individual subscription can be found on OpenWeather's website, by following this link:

<https://openweathermap.org/full-price#current>