

TruWeather Solutions, INC. Standard Terms and Conditions

Please review these terms and conditions (“Terms”) carefully, as they form a contract between TruWeather Solutions, INC. (“TWS”) and the customer identified on the subscription and services order form which references these Terms (“you,” or “your”). These Terms govern your access to and use of the TWS products and services set forth in the Order Form (the “Services”). Capitalized terms used, but not otherwise defined, in these Terms shall have the same meaning ascribed to them in the Order Form. In the event of a conflict between the Terms and the Order Form, these Terms shall control except to the extent expressly set forth otherwise in an Order Form.

1. SERVICES

Subject to the Agreement and the Rules (as defined below), TWS hereby grants you the right to use and access the Services solely for your own internal business purposes. In order to access the Services, TWS will provide you with a username and password (the “Account”). You are responsible for maintaining the confidentiality of your Account and all activity that occurs under your Account, including the activity of others to whom you grant access to your Account (“Users”). You agree to immediately notify TWS of any unauthorized use of your Account or any other breach of security. You are liable for all loss or damage arising from your and your Users’ acts, omissions or failure to keep the Account secure. You agree that your purchase of the right to access and use Services is neither contingent on the delivery of any future functionality or features or the delivery of any other services, nor is such purchase dependent on any oral or written public comments made by or on behalf of TWS regarding future functionality or features. You may purchase certain consulting services (Live Forecasters & Professional Services) or access to API Data Feeds pursuant to the terms and conditions (including payment terms) set forth in a separate Order Form. Such consulting services are separate and distinct from the Services and are not required for your use of the Services.

2. RULES; MODIFICATIONS

We reserve the right to modify or replace these Terms or the Rules at any time in our sole discretion. Any changes we make to these Terms or the Rules will be effective when the modifications or replacements are posted on www.truweathersolutions.com behind the login portion (the “Site”).

3. SERVICE LEVEL; SUPPORT

TWS shall use commercially reasonable efforts to ensure that the core components of the Services shall have an uptime availability of at least 99.9% per month, excluding unavailability due to: (i) your equipment, software, facility, databases, or operator error not caused by TWS or the Services; (ii) an interruption in your connection to the internet not caused by TWS or the Services; (iii) scheduled downtime and/or emergency downtime; or (iv) a Force Majeure Event (as defined below). “Standard Support” for the Services is available from 8 AM – 8 PM (EST), Monday through Friday, excluding US national holidays and is included in the fees set forth in the Order Form. Emergency support is provided outside of Standard Support hours, and is limited to issues related to the availability or functionality of the Services. TWS will provide you with prior notice of any scheduled downtime via your Account, and shall, to the best of our ability minimize the impact to all clients. extent practicable, schedule any maintenance between the hours of Midnight to 4 AM (Eastern Standard/Daylight) on mornings.

4. YOUR RESPONSIBILITIES

Each Order Form sets forth your specific usage rights with respect to your use of the Services (“Usage Rights”). It is your responsibility to ensure that you and your Users do not exceed the Usage Rights set forth in the Order Form. You agree you will use the Services in compliance with the Agreement, the Rules and all applicable laws and regulations, including those related to spamming, privacy, data protection, intellectual property, consumer and child protection, pornography, obscenity or defamation. Further, you

agree you will not: (i) use the Services to send unsolicited or deceptive messages (including spam); (ii) make the Services available to anyone other than your Users; (iii) sell, resell (except to the extent permitted by TWS in writing), rent or lease the Services; (iv) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (v) use the Services to store or transmit material containing malicious code, including, without limitation, viruses, worms, Trojan horses or other harmful code, files scripts or programs; (vi) use the Services in any manner that could damage, disable, impair or otherwise interfere with TWS's provision of the Services; or (vii) attempt to gain unauthorized access to the Services.

5. TERMINATION

A party may terminate this Agreement: (i) if the other party is adjudicated bankrupt by a court of competent jurisdiction or becomes subject to an insolvency or other similar legal proceedings and such proceeding is not dismissed within thirty (30) days of the filing date; (ii) if the other party breaches any material term or condition, or any of its representations or warranties set forth in this Agreement, which breach is not cured within fifteen (15) days after written notice is received by the breaching party identifying the nature of the breach; or (iii) by mutual written consent. Notwithstanding anything to the contrary set forth herein, TWS may terminate this Agreement immediately in the event you violate a Rule or any applicable law or misappropriate or infringe upon a third party's intellectual property rights. If TWS terminates this Agreement due to your breach, all fees set forth in the Order Form will be immediately due and payable. If you terminate this Agreement due to TWS's breach, TWS shall refund to you any prepaid and unapplied fees. Immediately upon any termination or expiration of this Agreement, your right to access and use the Services will terminate and you will cease all access to and use of the Services. Notwithstanding any expiration or termination of this Agreement, Sections 4, 5, 6, 7, 9, 10 and 12 hereof will survive.

6. PROPRIETARY RIGHTS

This is an agreement for services and you are not granted any license under this Agreement. As between you and TWS, TWS is and shall remain the sole owner of all right, title and interest in and to the Services, all software underlying the Services (the "Software"), and all intellectual property rights associated with the Services and the Software. Except as expressly granted in this Agreement, you will not have or acquire any rights or interest in or to the Software or the Services. You agree not to directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the Services or the Software; (ii) modify, translate, or create derivative works based on the Services or Software; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or Software; (iv) use or access the Services to build or support, and/or assist a third party in building or supporting, products or services competitive to the Services; or (v) remove any proprietary notices or labels from the Services or Software. You agree all suggestions, enhancements requests, feedback, recommendations or other input provided by you relating to the Services or Software shall be owned by TWS without the payment to you of any consideration. Any rights not expressly granted in these Terms are reserved by TWS.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

Each of you and TWS represents to the other party that it has the legal authority to enter into this Agreement without violating any government order or any agreement with a third party. In addition, you represent and warrant to TWS that: (i) all Users are at least 18 years old; (ii) all information provided in the Order Form is accurate and truthful; (iii) your use of the Services and the Interaction Data, including the delivery of content to your recipients through the Services, will be, at all times, in compliance with the Agreement and all applicable laws, rules and regulations, and without any infringement of a third party's intellectual property or privacy rights; (iv) you have permission to deliver the content through the Services to each of the recipients uploaded in your Account; and (v) neither you nor any of your officers, directors or personnel is located in a United States embargoed country, or is, or has been, named on the United

States Treasury Department's listing of specially designated nationals and blocked persons or is, or has been, otherwise blacklisted by any instrumentality of the United States. Except as expressly provided in these terms, customer acknowledges TWS shall provide the services on an "as is" and "as available" basis, in an advisory nature, and without any representation or warranty of any kind, whether oral or written, express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement or quality. TWS makes no representation or warranty regarding the reliability, availability, timeliness, suitability, accuracy or completeness of the services, or the results you may obtain by using the services. Without limiting the generality of the foregoing, TWS does not represent or warrant that the use of the services will be uninterrupted or error-free, or that the quality of the services will meet your requirements. You acknowledge that TWS does not control the production and transfer of data over communications facilities, including the internet and 3rd party data centers, and that the services may be subject to limitations, delays, and other problems related to the use of such communications facilities and that TWS will not be liable for any such limitation, delay or problem.

8. LIMITATION OF LIABILITY

TWS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES OR DAMAGES FOR LOSS OF DATA, EVEN IF TWS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL TWS'S AGGREGATE LIABILITY UNDER ANY THEORY OF LIABILITY EXCEED THE LESSER OF US \$10,000 AND THE ACTUAL FEES PAID BY YOU TO TWS FOR THE SERVICES DURING THE 12 MONTHS PRECEDING THE INCIDENT FIRST GIVING RISE TO LIABILITY. NO CLAIM MAY BE ASSERTED BY YOU AGAINST TWS MORE THAN 12 MONTHS AFTER THE DATE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM.

9. INDEMNIFICATION

Customer hereby releases TWS from and covenants not to sue TWS, arising from the negligence of TWS or its suppliers, unless arising solely from the reckless or intentional wrongful acts or omissions of TWS, and at your sole cost and expense, you agree to defend and hold harmless TWS, and its affiliates, subsidiaries, officers, directors, shareholders, employees, consultants, representatives, agents, successors and assigns (including TWS, the "Indemnitees") in any action or claim, and to indemnify TWS and its Indemnitees from and against all claims, losses, liabilities, sums of money, damages, expenses, and costs (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") in connection with such action or claim, to the extent related to: (i) your breach of any term or condition set forth in this Agreement; (ii) your breach of any of your representations or warranties set forth in this Agreement; (iii) your negligence or misconduct; and/or (iv) your violation of any applicable law or regulation. TWS agrees to defend and hold harmless you and your Indemnitees in any third party action or claim, and to indemnify you and your Indemnitees from and against all Losses finally awarded by a court of competent jurisdiction or set forth in a bona fide settlement in connection with such action or claim, to the extent directly related to the Services' infringement or misappropriation of a third party intellectual property right.

10. CONFIDENTIAL INFORMATION

Each party (in such capacity, the "Receiving Party") understands that the other party (in such capacity, the "Disclosing Party") has disclosed or may disclose certain information relating to the Disclosing Party's business and that reasonably should be known by the Receiving Party to be confidential or proprietary to the Disclosing Party under the circumstances of disclosure or in light of the nature of the information disclosed (the "Confidential Information"). Each Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information; and (ii) not to use (except as permitted by the Agreement) or

divulge to any third party all or any portion of a Disclosing Party's Confidential Information. Each party agrees that the following information shall not be considered Confidential Information: (A) information that is or subsequently becomes generally available to the public through no fault of the Receiving Party; (B) information that was in the Receiving Party's possession or known by such Receiving Party prior to receipt from the Disclosing Party as evidenced by its prior written records; or (C) was rightfully disclosed to the Receiving Party by a third party without violation of law or any duty of confidentiality. You hereby agree TWS is permitted to disclose your Confidential Information in order to comply with any legally compelled or required disclosure.

11. FORCE MAJEURE

Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, Internet, or telecommunication outage not caused by either party; acts of government; civil unrest; acts of terror; strikes or other labor problems; or denial of service attacks or any technical issues not within a party's control (individually and collectively, a "Force Majeure Event").

12. MISCELLANEOUS

This Agreement shall be governed by the laws of the State of New York without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Albany County, New York. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then all other provisions shall remain in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and TWS as a result of this Agreement or your use of the Services. The failure of either party to enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. This Agreement constitutes the entire agreement between you and TWS regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter. Any term or condition set forth in any purchase order you provide that conflicts with any term or condition set forth in this Agreement will be null, void and of no legal force or effect. You may not transfer or assign to a third party this Agreement or any right under this Agreement without TWS's prior written consent; provided, however, that no such consent shall be required in the event of an assignment as a result of a transfer or sale of all or substantially all of your assets or voting capital equity; provided that the acquiring party does not compete with TWS, in which event, you must seek and obtain TWS's prior written consent to such assignment, which consent shall not be withheld unreasonably. TWS may send you notices about the Services or this Agreement through your Account, by electronic mail to your e-mail address set forth in the Order Form, or by written communication sent by first class mail or pre-paid post to your address set forth in the Order Form. You must send all notices to TWS via ClientRelations@truweathersolutions.com.

Mailing Address and General Office Connections:

TruWeather Solutions, INC.

1303 Sawbridge Way

Reston, VA 20194

(703) 570-4268