CONTRACT FOR THE PROVISION OF WINDY API PRO SERVICES

Between:

Windyty, SE, a company having its registered office at Strakonická 1199/2d, 150 00 Prague 5, Czech Republic, Company ID No. 04641647, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. H 1671

(hereinafter referred to as the "Provider")

and

[Name and address of the Client]

(hereinafter referred to as the "Client")

1. DEFINITIONS

Unless provided otherwise, the capitalized terms used in this contract have the following meanings:

a. API: Application Programming Interface, as described in Article 3 of this Contract.

b. API Endpoint: Any single server component of the services accessible through API. Examples: basemap tile server, weather data server, elevation API, timezone API, isolines, etc.

c. API Key: A number represented as a sequence of characters that is used for the software authentication of the Client and which provides the Client with access to the Services.

d. Contract: This Contract for the Provision of Windy API PRO Services.

e. Data Source: Companies, institutions or individuals who own the intellectual rights to particular numerical models.

f. Domain: Internet domain name, for example "windy.com".

g. Fees: Payments for the Services defined in Article 5 of this Contract.

h. Graphics: Any visual material capturing of the User Application. Especially, but not exclusively, the following formats: printed images, digital images, screenshots, screencasts.

i. Open Models: The numerical meteorological models listed in Annex A - Open Models.

j. Party: Individually any party to this Contract, and ‘the Parties’ means collectively all of the parties to this Contract.

k. Private Application: The User Application developed exclusively for the Client's internal use. Access to the Private Application may be performed exclusively by the Client or the Client's employees.

l. Public Application: A User Application that may be accessible to persons other than the Client or the Client's employees. Such Public Application is accessible only at User Domains.
m. **Restricted Models**: The numerical meteorological models listed in Annex A-Restricted Models.

n. **Session**: Each reload of the webpage with a User Application.

o. **Term**: Means the duration of the Contract defined in Article 6 of this Contract.

p. **User Application**: The software application developed by the Client as specified in Article 4.1 of this Contract.

q. **User Domains**: The list of Domains specified in Article 4.1 of this Contract, used to run the Public Application.

r. **Website**: The website of the API located at [https://api.windy.com/](https://api.windy.com/).

s. **Windy API PRO Services or Services**: The software services provided by the Provider to the Client, as accessible via the Internet connection described in Article 3 of this Contract.

2. **PURPOSE**

2.1. The Provider is the owner and operator of the Windy API PRO Services. The Services allow the Client to use the weather forecasting functions in their User Application.

2.2. The Client is interested in using the Services for the purposes of its business in the field of [ ].

2.3. This Contract lays down the terms under which the Provider provides the Client with the Services for the agreed Fees.

3. **SERVICES DESCRIPTION**

3.1. **Basic Description**

3.1.1. The Services consist of access to the web API by means of HTTPS (Hypertext Transfer Protocol Secure) and provide functionality for the interactive visualization of meteorological data in a similar way as on the web page windy.com.

3.1.2. The API is designed for usage in a web browser. It utilizes Javascript, HTML and CSS. The Client may enhance it in their User Application by adding other functionalities and data.

3.1.3. Internet connection is necessary for usage of the Services.

3.2. **API Features**

3.2.1. A list of the API features provided is in Annex B of this Contract.

3.2.2. Technical documentation is available at the Website.

3.2.3. The Provider reserves the right to change the provided API features according to Article 3.6.1 of this Contract.

3.3. **Access to the API and User Authentication**

3.3.1. Access to the API is facilitated through a unique API Key.

3.3.2. The API Key will be created by the Provider and assigned to the Client upon the Client's registration on the Website.
3.4. Further Development

3.4.1. The subject of this Contract does not include any further development of the existing functionalities or components of the Services or any development of new functionalities or components of the Services.

3.5. Technical Support

3.5.1. The subject of this Contract does not include the administration of the Services or any technical or user support of the Services.

3.6. Availability and Discontinuation of the Services

3.6.1. The Provider reserves the right, upon prior notice to the Client, to the following:
   a. to change the range of functionalities and data provided through the Services;
   b. to change or upgrade the software version of the API;
   c. to terminate the operation of a particular version of the Services or its function; and
   d. to partially or entirely discontinue the Services.

3.6.2. The Provider is not responsible for problems caused by third parties, such as data suppliers. In the circumstance of such data non-availability, the Provider reserves the right to restrict the Services to the necessary extent. If such data non-availability creates an impaired quality of a substantial proportion of the Services, the Client is to be remunerated, as described in Article 3.6.4.

3.6.3. The Provider does not guarantee the full functionality, availability, or quality of the Services.

3.6.4. If a substantial part of the Services are temporarily unavailable for a continuous period exceeding 48 hours due to an act or omission of the Provider, the Fees for the Services that are unavailable shall be reduced proportionally for the period of unavailability. There will be no reduction in the Fees for interruptions of 48 hours or less.

3.7. Warranty and Liability

3.7.1. The Provider offers no warranty as to the accuracy or completeness of the Services or the uninterrupted provision of the Services. All Services are provided on an “as is” and “as available” basis. Any warranty implied by statute or otherwise is hereby excluded to the fullest extent permissible by law.

3.7.2. To the fullest extent permissible by law, in no event will the Provider be liable or obliged to compensate the Client for any losses, expenses, or damages, including loss of profits, whether monetary or non-monetary, caused in particular, however, not exclusively, by the:
   a. use of the Services by all means of use;
   b. use of the User Applications by all means of use;
   c. operation of the Services, including administrative and technical activities associated with the operation of the Services;
   d. functionality of the Services themselves, including the Services availability; or
   e. matters otherwise related to the Services or the Contract.
4. TERMS OF USE

4.1. Implementation of the Services in the User Application

4.1.1. The Client has the right to implement the Services only in the following User Application: [APPLICATION NAME], which serves for [DESCRIPTION].

4.1.2. This User Application is a [Private Application / Public Application running at User Domains: [USER DOMAINS]].

4.2. Traffic Usage

4.2.1. The traffic usage of the Services shall not exceed the following limits: [•] Sessions per day.

4.2.2. Should the limit specified in Article 4.2.1. be exceeded, the Provider reserves the right to stop providing the Services for the balance of the day during which the limit was exceeded. Should the Session limit be exceeded repeatedly, the Provider may send a notice of such to the Client. Exceeding the Session limit after such notice from the Provider shall be considered a material breach of this Contract and will lead to its termination.

4.3. API Misuse

4.3.1. The following activities are considered API misuse and a material breach of this Contract, and will lead to the termination of the provision of the Services to the Client:

   a. reverse engineering of the original datasets contained in the API; and

   b. intensive usage of any API Endpoint by means of automated software.

4.4. Redistribution

4.4.1. The Client is not authorized to give access to the Services to a third party.

4.4.2. Redistribution of any part of the API or included data to any third party is forbidden. The Client also cannot allow third parties to create additional services based on the API or User Application.

4.5. API Key handling

4.5.1. The API Key for the Private Application is considered confidential and must be held exclusively. Passing the API Key of a Private Application to any third party is forbidden. Usage of the API Key to a Private Application by any third party shall be considered a breach of this Contract.

4.5.2. The API Key for the Public Application may be used only from User Domains. Using an API Key from any other Domain will be refused.

4.6. Publishing Graphics

4.6.1. The Client is not allowed to publish any Graphics displaying any products based on the Restricted Models.

4.6.2. When publishing Graphics based on Open Models, the attribution of both the Provider and the Data Source must be clearly visible and properly displayed.
4.7. **Attribution**

4.7.1. The Client is generally allowed to alter the API user interface, however, the Client must make sure that the Provider's 'Windy' logo is present in the User Application and remains as it is, unscaled and clickable with a hyperlink leading to the Provider's Website. The opacity of the logo must remain 100%.

4.7.2. The Client must at all times explicitly state the source of the weather data in their User Application. Also specific attribution rules of used weather models must be met. Those rules are listed in Annex A.

4.8. **Restriction of use of the Services**

4.8.1. Private Applications may use both the Restricted Models and Open Models.

4.8.2. Public Applications may use only the Open Models.

4.8.3. The Provider further reserves the right, at their sole discretion, to restrict or completely deny the Client use of the Services by means of disabling the API Key and deactivating the Client's user account, or by other means, especially in the following cases:
   a. the Client violates the Contract;
   b. the Provider is obliged to do so for legal reasons; or
   c. on the basis of a request made by government authorities.

4.8.4. If the Provider so denies the Client the use of the Services, the Contract automatically terminates, and the Fees paid will be reduced proportionally. The reduction of the Fees, however, shall not apply if the reason for the denial is the Client's violation of the Contract, in which case, the Client has no right to a reduction of the Fees.

5. **FEES AND TERMS OF PAYMENT**

5.1. The Client undertakes to pay the Provider an annual lump-sum fee in the amount of [CZK/EUR] [·], without VAT, for the provision of the Services for the Term of this Contract (the "Fees"). The statutory VAT will be added to the Fees.

5.2. The Provider will issue a tax document (invoice) for payment of the Fees within 15 days of the conclusion of this Contract. The Fees are payable within 14 days of the date of issue of the invoice, which will be delivered to the Client in electronic form.

6. **DURATION**

6.1. Commencement date of the Contract: [·].

6.2. Termination date of the Contract: [·].

7. **DEFAULT AND TERMINATION**

7.1. **Material Default**

7.1.1. Either Party may terminate this Contract by giving notice upon a material default of the other Party of its obligations under this Contract. Where such default is capable of remedy, the notice shall specify the default and allow 15 days for the default to be remedied, failing which, the notice shall come into effect. In all other cases, the notice shall have immediate effect.
7.1.2. If the Contract is terminated due to a material default in the Provider's fulfilment of its obligations under this Contract, the Fees shall be reduced proportionally with respect to the duration of the Contract and the excess of the paid Fees will be refunded to the Client.

7.1.3. If the Contract is terminated due to a material default in the Client's fulfilment of its obligations under this Contract, the Client has no right for a reduction of the Fees.

7.1.4. This provision is without prejudice to the Provider's right to claim compensation for damage caused by default in full, regardless of whether this Contract is terminated.

7.2. Force Majeure

7.2.1. Neither Party shall be liable for a failure to fulfil this Contract due to circumstances outside of its control that could not have been foreseen at the time of their entering into this Contract and that could not have been reasonable avoided or overcome by them (force majeure). For the avoidance of doubt, delay or corruption of the Services due to their transfer over the Internet shall be considered to be an event of force majeure.

8. CONFIDENTIALITY

8.1. The Parties have agreed that the content of this Contract, as well as all of the information known or that became to be known to the Parties in the performance of this Contract and in connection therewith, shall be treated as confidential, except for information generally known, such as legal obligations, and the Parties are not authorized to disclose this information to third parties without the prior written consent of the other Party, even after the termination of this Contract.

8.2. The Client agrees that the Provider may refer to them as a client on the Provider’s Website and in the Provider’s sales presentations and activities towards the acquisition of new clients to the extent of stating the Client’s business name and/or logo. Such Client’s consent is valid for the Term of this Contract and for a period of five years after its termination.

9. CONTACT PERSONS AND DELIVERY

9.1. The Parties agree that the following persons shall be contacts for the performance of this Contract:

9.1.1. For the Provider:

[Business area]: [NAME], [JOB TITLE], email: [·], phone [·]
[Technical area]: [NAME], [JOB TITLE], email: [·], phone [·]

9.1.2. For the Client:

[Business area]: [NAME], [JOB TITLE], email: [·], phone [·]
[Technical area]: [NAME], [JOB TITLE], email: [·], phone [·]

9.2. Delivery under this Contract shall be effected by email to the addresses of the contact persons under Article 9.1 hereof.

9.3. In the event of a change of the delivery addresses or contact persons under Article 9.1 hereof, each of the Parties shall notify the other Party in accordance with Article 9.2 hereof.
hereof. Such notification shall take effect pursuant to and as of its delivery to the other Party.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1. This Contract shall be governed by and construed in accordance with laws of the Czech Republic.

10.2. Any disputes will be resolved by the Czech courts, and each of the Parties irrevocably submits to their exclusive jurisdiction.

11. FINAL PROVISIONS

11.1. This Contract shall come into force and effect on the day of its signature by the Parties.

11.2. Should any provision of this Contract be or become invalid, ineffective or unenforceable for contravention of the generally applicable regulations or for other reasons, it is agreed that such invalidity, ineffectiveness or unenforceability shall not affect the validity, effectivity and enforceability of the other provisions of this Contract and its total validity, effectiveness and enforceability. The Parties shall replace such invalid, ineffective or unenforceable provision with a new provision or arrangement to be agreed upon to the closest intention of the spirit of the original provision of this Contract.

11.3. If a Party fails to enforce, or delays the enforcement of, an obligation of the other Party, or fails to exercise, or delays the exercise of, a right under this Contract, such failure or delay will not affect their right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Contract will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

11.4. The Client may not assign or transfer this Contract or any right or obligation contained therein or connected therewith, in whole or in part, to any third party.

11.5. Unless otherwise stated herein, this Contract may only be amended by the mutual agreement of the Parties in the form of written amendments signed by authorized representatives of both Parties.
SIGNATURES:

In [DATE], on [PLACE]

Windyty, SE

_____________________________ _____________________________
Name: [·] Name: [·]
Title: [·] Title: [·]
Annex A - Available Numerical Models

OPEN MODELS:

(1) **GFS**
- **Data source:** National Oceanic and Atmospheric Administration, USA
- **Attribution rules:** In accordance with the Data source’s specification.
- **Coverage:** Global

(2) **NAM-Conus**
- **Data source:** National Oceanic and Atmospheric Administration, USA
- **Attribution rules:** In accordance with the Data source’s specification.
- **Coverage:** Continental USA without Alaska

(3) **NAM-Alaska**
- **Data source:** National Oceanic and Atmospheric Administration, USA
- **Attribution rules:** In accordance with the Data source’s specification.
- **Coverage:** Alaska

(4) **NAM-Hawaii**
- **Data source:** National Oceanic and Atmospheric Administration, USA
- **Attribution rules:** In accordance with the Data source’s specification.
- **Coverage:** Hawaii

(5) **Wavewatch**
- **Data source:** National Aeronautics and Space Administration, USA
- **Web Site:** [https://polar.ncep.noaa.gov/waves/wavewatch/](https://polar.ncep.noaa.gov/waves/wavewatch/)
- **Attribution rules:** In accordance with the Data source’s specification.
- **Coverage:** Global seas, except for the Mediterranean, Caspian, Red, Black seas

(6) **OSCAR**
- **Data source:** National Aeronautics and Space Administration, USA
- **Web Site:** [https://www.wmo-sat.info/oscar/spaceagencies/view/29](https://www.wmo-sat.info/oscar/spaceagencies/view/29)
- **Attribution rules:** In accordance with the Data source’s specification.
- **Coverage:** Global seas, except for the Caspian, Black seas

(7) **CAMS-global**
- **Data source:** Copernicus, ECMWF
- **Attribution rules:** In accordance with the Data source’s specification.
- **Coverage:** Global

(8) **CAMS-EU**
- **Data source:** Copernicus, ECMWF
Annex B - API features

The Services contain the following API features. Complete technical documentation is available on the Website.

(1) Map overlays, including:
   a. Gray base map with city and country labels and basic cartographic items (e.g. country boundaries, water areas, mountains, etc.);
   b. Colored model data; and
   c. Isolines.

(2) User interface for map interactions, including:
a. Control items (i.e. buttons, scrollbars, etc.) for adjusting the map, timeline, selected layer, isolines visibility, etc.

b. The map legend for displayed layer. The legend explains the color scale and values represented by the individual colors.

c. The map picker, which enables the user to select a particular point on the map and thus find the given numerical values of the displayed layer.