

General Terms and Conditions (T&C) of MeteoIQ GmbH

§ 1 Scope

The delivery of weather data and/or meteorological expertise and/or other products/services based thereon (hereinafter collectively referred to as "**data/products**") by MeteoIQ shall be subject to the following terms and conditions unless otherwise agreed in writing in individual cases.

§ 2 Rights of use

1. MeteoIQ shall transfer to the customer the non-exclusive, non-transferable and time-limited simple right of use in accordance with § 31 paragraph 2 of the German Copyright Act (UrhG) in respect of the data/products to be supplied, subject to the terms of these terms and conditions.
2. The data/products to be supplied shall only be made available for use within the scope of the rights of use agreed in writing. The transfer of the data/products to third parties and the use of the data/products for other purposes is only permitted with the express written consent of MeteoIQ.
3. If the data/products to be supplied are subject to copyrights, ancillary copyrights or other rights of MeteoIQ, these shall remain with MeteoIQ.
4. Where rights of national weather services or other suppliers of basic meteorological data exist in respect of the data/products to be supplied, these rights shall remain with the respective supplier. In this respect the customer shall comply with the supplier's existing conditions of use. In the event of any breach of the second sentence above MeteoIQ shall be entitled to terminate the contract concluded with the customer with immediate effect.

§ 3 Provision

1. The data/products will either be made available for retrieval at MeteoIQ or sent to the customer by suitable means.
2. In the event of the data/products being transmitted MeteoIQ shall not be obliged to check the actual receipt of the data/products by the customer. MeteoIQ shall not bear the risk of loss of data during transmission outside its control. The place of performance shall be MeteoIQ's registered office.
3. The customer shall take appropriate precautions to ensure that unauthorised access to the data/products transmitted by third parties is excluded.
4. MeteoIQ shall only be liable for the availability of its services if the unavailability is due to intentional or grossly negligent behaviour.

5. Should circumstances arise which prevent MeteoIQ from supplying the data/products covered by the contract, MeteoIQ shall inform the customer immediately. MeteoIQ shall in such cases - namely in the event of delays and failures of the basic meteorological data supplied by third parties - have the right to adjust the nature and scope of its services as necessary to the circumstances (replacement delivery). MeteoIQ will take all necessary precautions to avoid or immediately correct such errors.

§ 4 Compensation

1. The customer is obliged to pay MeteoIQ the agreed remuneration plus VAT for the delivery of the data/products covered by the contract.
2. MeteoIQ reserves the right to make reasonable price increases in line with market conditions. In the event of a price increase of more than 5% the customer may terminate the contract in derogation of § 6 with a notice period of three weeks after receipt of the notification of the price increase.

§ 5 Warranty and liability

MeteoIQ assures that the data/products are created with the greatest care and according to modern scientific methods. However, MeteoIQ cannot guarantee the accuracy of the statements contained in the data/products regarding weather conditions at a particular location. Neither can MeteoIQ accept any liability for claims based on the fact that the statements on weather conditions contained in the meteorological data/products are not correct in whole or in part. The data/products are therefore supplied in accordance with the following provisions:

1. The delivery of the data/products takes place under exclusion of any warranty.
2. Claims for damages are excluded regardless of the type of breach of duty, including tortious acts, unless intentional or grossly negligent conduct is involved. This also applies in particular to claims based on third-party claims for damages and other indirect and consequential damages.
3. The exclusion of liability according to the above number 2 does not apply to damages resulting from injury to life, body or health.

§ 6 Term and termination

1. The contract is valid for the duration of the agreed order period
2. The contract can be terminated by either party by giving 30 days' notice to the end of the contract period. If the contract is not terminated in due time, it shall be extended by the duration of the original contract period.
3. In the event of a breach of material provisions of the contract by the customer MeteoIQ shall be entitled to terminate the contract with immediate effect.
4. Any kind of termination must be in writing.

§ 7
Final provisions

1. The place of jurisdiction for all disputes arising out of or in connection with this contract shall be the court having jurisdiction over the registered office of MeteoIQ. The contract shall be governed exclusively by German law.
2. If any present or future provision of these terms and conditions shall be unenforceable or unenforceable in whole or in part, or shall subsequently lose its enforceability or enforceability, the validity of the remaining provisions of this agreement shall not be affected thereby. The same applies if it should turn out that this contract contains a loophole. In place of the invalid or unenforceable provisions or to fill the gap, an appropriate provision shall be agreed which, as far as legally possible, comes as close as possible to what the contracting parties intended or would have intended according to the meaning and purpose of the contract, if they had considered the point when concluding this contract.

Berlin, 26 February 2020