

PC Weather Products Software License Agreement

HURRTRAK EM/Pro, RM/Pro, Global Tracker - EM/Pro, Global Tracker - RM/Pro, Advanced

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APPENDIX Y: Hurrtrak Online Information Services Agreement

1. This Agreement provides terms and conditions of PC Weather Products, Inc.'s HURRTRAK-ONLINE Information Services. The services consist of on-line access to data for use with PC Weather Products, Inc.'s HURRTRAK Professional Edition and HURRTRAK EM/Pro Software which is separately licensed from PC Weather Products, Inc. These terms and conditions and any other terms and conditions enacted by PC Weather Products, Inc. as Operating Rules for these Services constitute the entire agreement between the parties with respect to these Services and supersede all other communications and agreements with regard to the subject matter hereof.
2. Services begin upon receipt by PC Weather Products, Inc., of an electronic message from Customer acknowledging Customer's agreement with these terms and conditions and authorizing payment via a charge card acceptable to PC Weather Products, Inc. or authorizing PC Weather Products, Inc. to invoice Customers' whose credit worthiness is acceptable to PC Weather Products, Inc. for these Services. The only binding forms of acceptance of any order for Services shall be either a message of acceptance electronically conveyed to Customer by PC Weather Products, Inc., or written acceptance mailed, delivered, or sent to the Customer, at PC Weathers Products, Inc.'s option. The initial term of this Service Agreement is one year from the date of acceptance of Customer's order; however the on-line data and information services which are the subject matter of this Agreement will only be available from June 1 of each year until November 30 of each year, the period normally considered to be "hurricane season".
3. PC Weather Products, Inc. may modify the terms and conditions under which these Services are offered, the Operating Rules, and any charges for Services, and may discontinue Services or revise any or all aspects of the Services at its sole discretion and without prior notice.
4. Customer is responsible for and must provide all telephone and other equipment and services necessary to access the Services.
5. Neither Customer, nor any of its agents or authorized users, may reproduce, distribute, retransmit, publish or otherwise transfer, or commercially exploit any data or information available to Customer from PC Weather Products, Inc. in conjunction with the Services. Notwithstanding the foregoing, any data or information provided as part of the Services may be used in accordance with the terms and conditions of the separate Software Licensing Agreement for HURRTRAK- Professional Edition or HURRTRAK EM/Pro Software entered into by the parties.
6. PC Weather Products, Inc. may terminate this Agreement upon written notice in the event the Customer breaches any provision of this Agreement, or becomes insolvent, bankrupt, or has or suffers an assignment for the benefit of creditors and/or the appointment of any trustee or receiver for all or substantially all of its assets.
7. Customer will indemnify and hold PC Weather Products, Inc. harmless from and against any liability for any and all use of Customer's account.
8. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. PC WEATHER PRODUCTS, INC. DOES NOT WARRANT THAT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ACCESS TO THE DATA OR INFORMATION CONTAINED IN THE SERVICE OFFERINGS WILL BE AVAILABLE TO CUSTOMER AT ANY AND ALL TIMES. THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. PC WEATHER PRODUCTS, INC. HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the exclusion of implied warranties in consumer transactions, so the above exclusion may not apply to you.

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10. This Agreement is governed by the laws of the State of Georgia, U.S.A. Any action against PC Weather Products, Inc. under this Agreement must be brought within eighteen (18) months of the time it accrues or it shall be time barred.

11. This Agreement is the entire Agreement between the parties relating to its subject matter. It supersedes any prior negotiations or communications between the parties, and except as provided in paragraph 3 above, can only be modified and amended in a written agreement between the parties. This Agreement cannot be modified through any provision of any purchase order form, voucher, memorandum, check endorsement, or other acknowledgment form used by Customer. If any provision of this Agreement is or becomes unenforceable in any Court, the remaining portions of this Agreement remain in full force and effect between the parties. Any failure by PC Weather Products, Inc. to enforce any provision of this Agreement on any occasion shall not be deemed a waiver of said provision, and nothing shall prevent PC Weather Products, Inc. from strictly enforcing these terms and conditions. This Agreement is not assignable by either party.

