

PLEASE CAREFULLY READ THE FOLLOWING END USER LICENSE AGREEMENT BEFORE INDICATING YOUR ACCEPTANCE AT THE END OF THIS AGREEMENT. BY CHECKING "I ACCEPT", YOU AGREE TO BE BOUND BY ALL 16 SECTIONS OF THE AGREEMENT BELOW AND EXHIBITS A, B AND C. IF YOU DO NOT AGREE WITH THIS AGREEMENT AND ITS EXHIBITS, OR IF YOU DO NOT WISH TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK "CLICK TO DECLINE."

THIS END USER LICENSE AGREEMENT is made and entered into by and between THE WEATHER CHANNEL INTERACTIVE, INC. ("we" or "us" or "TWCi"), whose principal office is located at 300 Interstate North Parkway, Atlanta, GA 30339 and you.

#### Definitions.

i. "Internet" means the worldwide collection of computers, networks, infrastructure, and connections that can access, connect to, communicate with, or transfer data to, from, through or by way of a collection of single documents formatted for use by traditional web browsers such as Internet Explorer, FireFox, or Netscape Navigator. For purposes of this License Agreement, the Internet shall explicitly exclude the Mobile Web.

ii. "Mobile Web" means text documents, images, multimedia and other items and forms of information, referred to as resources, that are identified by short, unique, global identifiers called Uniform Resource Identifiers or Uniform Resource Locators intended or optimized to be accessed from mobile devices including, but not limited to, cell phones, PDAs, and other handheld devices connected to a public network. The Mobile Web primarily utilizes lightweight pages written in Extensible Hypertext Markup Language ("XHTML") or Wireless Markup Language ("WML") to deliver content to mobile devices.

iii. "Traditional Web Page" means a single HTML document that is formatted for use on a personal computer through a traditional web browser such as Internet Explorer, FireFox, or Netscape Navigator and is optimized for viewing on a computer monitor from a distance of one (1) to three (3) feet.

iv. "Desktop Application" and "Desktop Applications" are programs that run on a user's personal computer and specifically exclude mobile devices including, but not limited to, cell phones, PDAs, and other handheld devices connected to a public network, and present weather data to the user in windows, as icons in menu bars, or as shapes drawn directly on the personal computer desktop. Desktop Applications must be capable of linking directly, or through the automatic launch of an external browser, without any interstitial pages to the TWCi Site (defined herein) from a weather.com logo and from the Required Links (defined herein) returned by the XML Feed (defined herein), by opening a new browser window. Examples include client applications written in C++, Java, Visual Basic, Delphi, or Objective C running on an Internet connected Windows, Macintosh, or Linux personal computer.

v. "Prohibited Content" means any content (including advertising or sponsorship) that is offensive; adult-themed; contains sexual, violent or criminal content; advocates violence or intimidation, harassment, physical force or discrimination motivated by hostility to any race, ethnicity, religious belief, sex, age, disability or sexual orientation; advertises tobacco products, distilled spirits, gambling (other than promotional contests), "get-rich-quick" or similar schemes, firearms, ammunition, or fireworks; that is false or misleading; or otherwise violates any civil or criminal law or TWCi's advertising or content standards.

vi. "TWCi Content" means content provided by TWCi to you for use in accordance with the terms and conditions of this Agreement, as described in **EXHIBIT A** to this Agreement, as the same may be modified by TWCi from time to time.

vii. "TWCi Marks" means the credits, copyright notices, logos, trademarks, service marks, trade names, icons, and other source or business identifiers provided by TWCi to you for use in accordance with the terms and conditions of this Agreement.

viii. "Your Desktop Application" means the single Desktop Application that you identified in your registration for the TWCi Content.

ix. "Your Designated Location" means a Traditional Web Page on Your Website or Your Desktop Application that you identified in your registration for the TWCi Content.

x. "Your Website" means the single Internet website that you identified in your registration for the TWCi Content.

#### 1. Licenses.

(A) We grant you the non-exclusive, non-transferable right (i) to exhibit and display on Your Designated Location, the TWCi Content provided by TWCi and accessed solely through the XML Feed (as defined herein), and (ii) to use the TWCi Marks on Your Designated Location solely for the purposes of indicating that the TWCi Content is provided by us according to the terms of this Agreement and for linking to our World Wide Web site located at [www.weather.com](http://www.weather.com) (the "TWCi Site").

(B) Subject to the provisions of this Agreement, TWCi will deliver the TWCi Content, including all updates thereof, to you via the "weather.com XML Data Feed" (the "XML Feed"), subject at all times to (x) you submitting a properly formatted data request to the XML Feed solely from Your Designated Location and (y) the Refresh Rates set forth in **EXHIBIT B** to this Agreement;

(C) You shall request TWCi Content from the XML Feed only for specific geographic locations in accordance with **EXHIBIT B**. In that connection, TWCi shall provide you as part of the XML Feed a search function URL that will allow you to submit a city name to determine a corresponding location ID ("LocID"), if one exists. The XML Feed works with two types of LocIDs: Type 1 LocIDs are city identifiers, and Type 4 LocIDs are 5-digit U.S. postal codes. You can use the search function URL to resolve a text string like "Atlanta" or "Atlanta, GA" to a LocID. All 5 digit U.S. Postal Codes are already valid LocIDs, and thus do not require a search. TWCi Content shall be available to you hereunder for all LocIDs returned by the search function URL of the XML Feed and for all applicable 5 digit U.S. Postal Codes available to end users of Your Designated Location.

(D) You understand that the TWCi Content will consist solely of weather and weather related information and that TWCi may change the style, form or content of, and eliminate or discontinue segments of, or the entirety of, the TWCi Content (and the XML Feed) from time to time and at any time in TWCi's sole discretion.

(E) The rights granted to you are also limited as follows:

- \* You will exhibit and display the TWCi Content in its entirety (without any alteration or deletion), including without limitation all credits and copyright notices included in the TWCi Content;

- \* You will indicate to the end user of Your Designated Location the date and time of the last update of any TWCi Content presented. This update information is supplied via the XML Feed.

- \* You may not use the TWCi Content except as we have agreed in this Agreement;

- \* You must exhibit and display the TWCi Content without interruption;

- \* You may not change the specific weather information, data or forecasts contained or depicted in any part of the TWCi Content, except to the extent necessary to conform it to the look and feel of Your Designated Location;

- \* You may not display TWCi Content in combination with any weather data supplied by any other 3<sup>rd</sup> party on the same Traditional Web Page on Your Designated Location. Notwithstanding the preceding sentence, you may include weather or weather related content received by you directly

from any federal, state, or local government entities or agencies or any government-controlled entity, including, without limitation, from the National Weather XML Feed or the National Oceanic and Atmospheric Administration.

\* You shall not translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, distribute or re market or otherwise dispose of the TWCi Content, the XML Feed, or any other TWCi technology or any part thereof.

\* You may not imply, directly or indirectly, including by using the TWCi Content together with content provided by you or others, that we provide, endorse, sponsor, certify or approve of Your Designated Location, other content included within the Traditional Web Pages on Your Designated Location, or any products or services advertised in or near the TWCi Content;

\* You may not resell, sublicense, retransmit or otherwise distribute any of the TWCi Content in its raw or unaltered form or format;

\* You may not use the TWCi Content in any service which is provided to users of Your Designated Location for a fee or charge;

\* You may use the TWCi Content only on Your Designated Location that you identified in your registration for the TWCi Content, and you may register only once;

\* You are expressly prohibited, without limitation, from using the TWCi Content (a) to create weather and weather-related products to be displayed, on handheld or other wireless devices, including but not limited to telephones, paging systems and personal digital assistants (provided, however, that you shall not be responsible or have any liability for any end user's access of the TWCi Content through any such handheld or wireless device, so long as you do not (x) assist the end user in accessing TWCi Content via any such device or (y) optimize, enhance or modify the TWCi Content for display on any such device), (b) on the Mobile Web or (c) as part of any offering of any type delivered via television or any other device that is utilized by the end users thereof as the equivalent of a television monitor for the purpose of receipt of the TWCi Content; and the license granted by TWCi hereunder does not include, and you are expressly prohibited from using the TWCi Content in connection with, among other things, any broadcast television, interactive television, cable television (including local, national, and regional), telephone and DSL television services, digital cable services, head-end-in-the-sky satellite systems, radio, print publications, digital broadcast satellites, telematics (optimizing technology to deliver data that is relevant to transitory locations), teletext (data displayed in text or graphics on a television set), video-on-demand (a la carte and subscription services on a television set), kiosk display or other public or private information display unit, wire-line telephone, or as all or part of any streaming video or audio content or for delivery by any means other than static display on Your Designated Location;

\* You must include with all graphics, imagery, charts and maps which are part of the TWCi Content, all TWCi Marks which are contained on the TWCi Content provided to you, and you will not omit, vary or otherwise change any TWCi Marks, including without limitation, the size, color, location or style of the TWCi Marks. You agree to comply with the Style Guide included as **EXHIBIT C** to this Agreement and you further agree to comply with all revisions to the Style Guide within thirty (30) days of receiving notice of each such revision;

\* You will not exhibit or display the TWCi Content together with any Prohibited Content;

\* You may not display the TWCi Content for more than three (3) LocIDs at any one time on the same Traditional Web Page of Your Website or within Your Desktop Application;

\* All costs related to access of the TWCi Content are your sole responsibility, including, without limitation, all telecommunications charges, Internet charges and line charges;

\* You will provide all technical support and customer service to users of Your Designated Location in accordance with your then-current standards and procedures, but using no less than reasonable

care in the provision of such services (for clarity, except for the TWCi Content included therein, you shall remain solely responsible for all development, design, content, lay-out, operation, maintenance, distribution, and hosting of Your Designated Location).

\* To the extent the TWCi Content is used, stored or maintained by you on a computer system that is physically connected to the Internet or other outside network, you shall use commercially reasonable efforts to prevent the collection or extraction of factual information from TWCi Content residing on your computer systems using "robots," "spiders," "web crawlers" or other automated processes, devices, programs, algorithms or methodology. If, during your normal course of business operations, you become aware of any person collecting or extracting any portion of the TWCi Content from your computer systems using "robots," "spiders," "web crawlers" or other automated processes, devices, programs, algorithms or methodology, you will provide us with prompt written notice thereof. The parties shall then discuss in good faith and attempt to determine a commercially reasonable course of action to prevent or discourage such activity in the future. In the event the parties fail to agree upon or implement such commercially reasonable course of action within five business days from the initial notice, and we are reasonably concerned that a substantial portion of the TWCi Content may be taken from your computer systems, then we shall have the right to suspend delivery of the TWCi Content until such time as reasonable steps are taken to protect the TWCi Content residing on your computer systems.

\* We have the continuing right to review and approve the manner in which the TWCi Content and TWCi Marks are displayed on Your Designated Location; and

\* You will comply with the "Data Reception and Display Requirements" as specified in **EXHIBIT B**, as may be modified by TWCi from time to time.

2. Term. This Agreement will begin when you click the "Accept" button and will continue until one of us terminates this Agreement as provided in Paragraph 10.

### 3. Fees and Advertising.

(A) In lieu of paying a monetary license fee to TWCi, you shall establish and maintain, in close proximity to the TWCi Content displayed on Your Designated Location, throughout the Term of this Agreement no fewer than five (5) links to the TWCi Site including an embedded link within the TWCi Marks (the "Required Links"). All Required Links except the embedded link in the TWCi Marks shall be supplied to you through the XML Feed. You acknowledge and agree that TWCi shall have the right, in its sole reasonable discretion, to (i) designate which Required Links, shall serve as the Required Links displayed on Your Designated Location, (ii) review and approve the manner in which such Required Links are established and displayed, and (iii) change any or all such links designated as the Required Links on each and every data call made by Your Designated Location to the XML Feed. All Required Links must contain the tracking string provided by us that allows us to track and monitor referrals from Your Designated Location. The descriptive text for each Required Link shall be limited to 35 characters.

(B) You will retain 100% of revenues from advertising sold by you that appears on Your Designated Location; provided that, advertising must not be sold separately for placement with the TWCi Content or targeted specifically to weather, weather-related events, or weather-related content (by way of example and not limitation, a weather sponsorship). TWCi will retain 100% of revenues from advertising sold by TWCi that appears on the TWCi Site, including any co-branded version of the TWCi Site. We may also sell advertising that will be included with the TWCi Content and we will be entitled to keep all advertising revenue received by us.

4. Ownership. You understand and agree that, neither this Agreement, nor the license granted hereunder, conveys any ownership rights in any of the TWCi Content, TWCi Marks, the XML Feed or other materials provided by TWCi by implication, estoppel or otherwise. Except for the limited license expressly provided for in this Agreement, TWCi retains all right, title and interest in and to the TWCi Marks, the TWCi Content, the XML Feed, the TWCi Site, any content displayed on the TWCi Site and any and all other TWCi products or services or any portion thereof, including, without limitation, all patent, copyright, trade secret, trademark and other intellectual property rights

therein (collectively, "TWCi Intellectual Property"). You acknowledge that, as between the parties, TWCi is the exclusive owner of the TWCi Intellectual Property. Without limiting the foregoing, you hereby assign to TWCi all right, title and interest in the TWCi Intellectual Property, together with the goodwill attaching to the foregoing, that may inure to you in connection with this Agreement or from its use thereof. You agree to execute and deliver such documents as TWCi requires to register TWCi as a registered user or permitted user of the foregoing and to follow TWCi's instructions for the proper use thereof. Once this Agreement has been terminated, you will delete all TWCi Content from Your Designated Location and discontinue use of the TWCi Marks. You disclaim any right, title or interest in or to the TWCi Marks and will not take any action to create a unitary composite mark. You agree not to do anything contesting or impairing our rights in and to the TWCi Marks.

5. Publicity and Marketing. Neither party will issue any press release or any other promotional materials regarding this Agreement or the transactions provided for in this Agreement without the prior written consent of the other party.

6. Privacy Policy. You agree that you shall maintain a privacy policy or a link thereto on the home page and all pages of Your Designated Location on which you collect personally identifiable information from end users ("User Information"). You agree that you shall handle User Information solely in accordance with your privacy policy and in compliance with all applicable laws and regulations pertaining to privacy, and you shall take reasonable measures to prevent the unauthorized use, access or disclosure of any User Information, whether by you or your service providers.

7. Indemnification. (A) We will defend, indemnify and hold harmless you and your affiliates against any claim by third parties that the TWCi Content infringes any U.S. copyright, knowingly infringes any U.S. patent, or results from the misappropriation of trade secrets, unless the claim arises out of (i) your specific requirements, (ii) any modification of the TWCi Content, or (iii) combination of the TWCi Content with other data, products, materials, programming, or information not provided by us.

(B) You will defend, indemnify and hold harmless us and our affiliates against any claim, suit, demand, cause of action, loss, expense, cost or damage (including attorneys' fees) arising out of any claim by third parties relating to Your Designated Location, including, without limitation, any claim by a third party or you with respect to advertising sold by you in the event that this Agreement is terminated by us; provided, however, that you will not be so obligated if the claim is covered by clause 7(A) above.

(C) The obligation of each party in clause 7(A) and 7(B) above to indemnify, defend and hold harmless the other party will be subject to the indemnified party providing prompt notice of the claim giving rise to the obligation and the indemnifying party's right to select legal counsel to represent both parties, provided there is no conflict between such counsel's representation of both parties.

8. No Warranty. ALL WEATHER INFORMATION AND FORECASTS INCLUDED WITHIN THE CONTENT ARE PROVIDED "AS IS." WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF ANY KIND OR NATURE WITH RESPECT TO THE ACCURACY OF THE CONTENT OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE, AND WE HEREBY EXPRESSLY DISCLAIM THE SAME. WE SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY REGARDING THE ACCURACY OR RELIABILITY OF ANY WEATHER FORECAST OR REPORT.

9. Limitation of Liability. In no event will either party be liable to the other under any legal theory for any indirect, special, incidental, punitive, exemplary, consequential or similar damages, including lost profits or revenues, arising out of or in connection with the performance or nonperformance of this Agreement, or for any claim made against a party by any other entity, even if such party has been advised of the possibility of such claim.

10. Termination.

(A) Either we or you may terminate this Agreement upon written notice to the other party upon the happening of any of the following events:

\* on seven (7) days notice at any time; or

\* immediately, if the other party materially breaches this Agreement; or

\* immediately, if a petition for relief under any bankruptcy legislation is filed by or against the other party or the other party makes an assignment for the benefit of creditors or receiver is appointed for all or substantially all of the other party's assets.

(B) The provisions of Paragraphs 4, 5, 6, 7, 8, 9, 10, 11, 12, 15 and 16 will survive the termination of this Agreement.

11. Assignment. You may not assign this Agreement without our prior written consent.

12. Notices. All notices to TWCi hereunder must be in writing and mailed by certified mail, return receipt requested, or by prepaid courier service, or by telecopier with receipt confirmed by telephone, to our address set forth on the first page of this Agreement, with a copy to our General Counsel and VP, Business Development, unless otherwise designated by TWCi. All notices to you must be in writing via electronic mail to the e-mail address provided by you in registering with us, unless otherwise designated by you.

13. No Joint Venture. The parties are independent contractors with respect to each other. Each party is not and shall not be deemed to be an employee, agent, partner or legal representative of the other parties for any purpose and shall not have any right, power or authority to create any obligation or responsibility on behalf of the other parties.

14. No Restrictions. Except as specifically set forth in this Agreement, nothing in this Agreement shall be construed to restrict any party from entering into any agreement with any other party, even if similar to or competitive with the transactions contemplated hereunder, and nothing herein shall constrain any party from marketing and promoting its web site, desktop applications, products or services in any manner.

15. Governing Law. The validity and effect of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its rules of conflicts of law. All claims relating to this Agreement will be resolved in the state courts located in Cobb County, Georgia and federal courts located in Atlanta, Georgia, and you agree to that venue and the exclusive jurisdiction of those courts.

16. Miscellaneous. This Agreement contains the entire agreement between the parties relating to the subject matter hereof. This Agreement cannot be modified or terminated orally, and no modifications to this Agreement will be binding unless in writing and duly executed by both parties. If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, that provision will be deemed to apply only to the maximum extent permitted by law, and the remainder of this Agreement will remain valid and enforceable in accordance with its terms.

Form date: 2/25/08

## **EXHIBIT A**

### **TWCi Content**

#### **TWCi Content – High Level Summary**

**Current Conditions** for over 30,000 U.S. and over 7,900 international Location IDs

- Updated at least Hourly

**Five-Day Forecast** (today + 4 additional forecast days in consecutive order beginning with tomorrow) for over 30,000 U.S. and over 7,900 international Location IDs

- Updated at least Three Times Daily

**The license to the TWCi Content shall explicitly exclude the right and license to use any latitude and/or longitude data associated with a LocID even if such information is returned as part of an XML document from the XML Feed.**

#### **TWCi Content – Detailed Summary**

##### **a. Current Conditions**

The Current Conditions Data will include:

Location Id	Direction Wind is blowing
City name (mixed case) to be displayed	Wind Direction Phrase
Time and date of observation	Relative humidity
Observation Station Name	Visibility
Temperature	UV Index
"Feels Like" Temperature	UV Index Description
Weather Description Phrase	Dew point
Weather Icon Code	Sunrise
Barometric Pressure	Sunset
Barometric Trend	Moon Phase Description
Wind Speed	Moon Icon Code
Wind Gust	

##### **b. Five-Day Forecast**

The Five-Day Forecast Data will include:

Location Id	Daypart Day Code (day or night)
City name (mixed case) to be displayed	Weather Icon Code
Time and date of last update	Weather Description Phrase
Day Number of forecast	Weather Description Short Phrase
Day of Week	Wind Speed
Date	Wind Gust
Forecast High Temperature	Wind Direction
Forecast Low Temperature	Wind Direction Phrase
Sunrise	Chance of Precipitation
Sunset	Humidity

## **EXHIBIT B**

### **Data Reception and Display Requirements**

#### **Data Delivery Format:**

TWCi will provide the TWCi Content to you, as described in this Agreement, via the XML Feed.

#### **Refresh Rate:**

The table below sets forth the Refresh Rate for accessing the TWCi Content from the XML Feed. "Refresh Rate" shall mean the maximum frequency with which you may call the XML Feed for a given LocID requesting a data set for that LocID. During the time period in between refresh periods the data must be cached by you either in the memory on your servers or in Your Desktop Application.

URL	Data Returned	Refresh Rate
.../weather/local/[loc_id]	Head, Loc	12 hours
.../weather/local/[loc_id]?cc=*	Head, Loc, CC	25 minutes
.../weather/local/[loc_id]?cc=*&dayf=5	Head, Loc, CC, Forecast	210 minutes (3.5 hours)

#### **Hostname:**

TWCi will provide you with access to the XML Feed over the Internet through the hostname:

***xoap.weather.com***

Weather data from the XML Feed must be requested for a specific location, so before you can request weather data from the Weather Function URL, you must determine a valid LocID. The XML Feed works with two types of LocIDs, Type 1 locations are city identifiers and Type 4 locations are 5-digit U.S. postal codes.

#### **LocID Search Function:**

TWCi will provide you with access to the XML Feed's Search Function to retrieve valid LocIDs based on city name. You can use the search function to resolve a text string like "Atlanta" or "Atlanta, GA" to a LocID. All 5-digit U.S. Postal Codes are already valid LocIDs, so they do not require a search.

The XML Feed's Search function will be made available at:

***http://xoap.weather.com/search/search***

Query Parameter	Usage
where	URL encoded search string ("Atlanta", "New York, NY", "Paris, France") <b>REQUIRED</b> <b>VALUE = {Search String}</b>

A sample search for Atlanta would be constructed as follows:

`http://xoap.weather.com/search/search?where=atlanta`

The search would return the document:

```
<?xml version="1.0" encoding="ISO-8859-1" ?>
- <!-- This document is intended only for use by authorized licensees of The Weather Channel.
Unauthorized use is prohibited. Copyright 1995-2005, The Weather Channel Interactive, Inc. All Rights
Reserved.
```



```
-->
- <search ver="2.0">
  <loc id="USGA0028" type="1">Atlanta, GA</loc>
  <loc id="USID0011" type="1">Atlanta, ID</loc>
  <loc id="USIL0057" type="1">Atlanta, IL</loc>
  <loc id="USIN0019" type="1">Atlanta, IN</loc>
  <loc id="USKS0030" type="1">Atlanta, KS</loc>
  <loc id="USLA0022" type="1">Atlanta, LA</loc>
  <loc id="USMI0036" type="1">Atlanta, MI</loc>
  <loc id="USMO0037" type="1">Atlanta, MO</loc>
  <loc id="USNE0027" type="1">Atlanta, NE</loc>
  <loc id="USNY0063" type="1">Atlanta, NY</loc>
</search>
```

The Search Response XML document contains all locations that match the search string, if any. An empty Search document means that no locations matched the search string.

### Weather Function URL:

TWCi will provide you with access to the XML Feed's Weather Function to retrieve the TWCi Content in accordance with the requirements set forth in this Agreement.

The XML Feed's Weather Function will be made available to you at:

***[http://xoap.weather.com/weather/local/\[locid\]](http://xoap.weather.com/weather/local/[locid])***

where [locid] is a 5-digit U.S. Postal Code or the value returned by the LocID Search Function for a city.

The XML Feed returns one weather XML document that can have many weather data type blocks within it. Each data block is generated in response to a query parameter that indicates that the block should be included and specifies what time-span of data to return.

Query Parameter	Usage
cc	Current Conditions <b>OPTIONAL</b> <b>VALUE IGNORED</b>
dayf	Multi-day forecast information for some or all forecast elements <b>OPTIONAL</b> <b>VALUE = [ 1..5 ]</b> A value of 1 indicates a desire for today's day-part forecast, a value of 2 indicates a desire for today and tomorrow's day-part forecast, and a value of 3 indicates a desire for today, tomorrow, and the day after tomorrow's day-part forecast, and so on.
link	Four (4) Required Links to <a href="http://www.weather.com">www.weather.com</a> . The descriptive text for each Required Link shall be limited to 35 characters. <b>REQUIRED</b> <b>VALUE = xoap</b>
par	Partner Id assigned to you in registration e-mail <b>REQUIRED</b> <b>VALUE = {Partner ID}</b>
prod	The XML Feed product code <b>REQUIRED</b> <b>VALUE = xoap</b>
key	The license key assigned to you in registration e-mail <b>REQUIRED</b> <b>VALUE = {license key}</b>
unit	Set of units. Standard or Metric <b>OPTIONAL</b>

	<b>VALUES = [ s   m ]</b> <b>DEFAULT = s</b>
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The weather response document contains all of the requested data blocks and their contents. In addition, all weather documents contain a header block identifying the Units for all measurements in the document, and a location block containing general information about the location.

**The license to the TWCi Content shall explicitly exclude the right and license to use any latitude and/or longitude data associated with a LocID even if such information is returned as part of an XML document from the XML Feed.**

#### Product Code:

You shall be required to utilize the product code variable, *&prod=xoap*, each and every time you access the XML Feed.

#### Required Links:

TWCi will provide you with dynamically served Required Links through the XML Feed's Weather Function. These Required Links are accessed by including the "&link=xoap" parameter within each Weather Function call.

An illustrative example of the Required Links returned is shown below:

```
+ <lnks type="prmo">
  - <link pos="1">
    <l>http://www.weather.com/allergies/?par=xoap&site=textlink&cm_ven=bd_oap&cm_cat=xoap&cm_pla=Allergies&cm_ite=TextLink</l>
    <t>Local Pollen Reports</t>
  </link>
  - <link pos="2">
    <l>http://www.weather.com/flights/?par=xoap&site=textlink&cm_ven=bd_oap&cm_cat=xoap&cm_pla=BusinessTraveler&cm_ite=TextLink</l>
    <t>Airport Conditions</t>
  </link>
  - <link pos="3">
    <l>http://www.weather.com/garden/?par=xoap&site=textlink&cm_ven=bd_oap&cm_cat=xoap&cm_pla=Garden&cm_ite=TextLink</l>
    <t>Lawn and Garden Weather</t>
  </link>
  - <link pos="4">
    <l>http://www.weather.com/traffic/?par=xoap&site=textlink&cm_ven=bd_oap&cm_cat=xoap&cm_pla=Traffic&cm_ite=TextLink</l>
    <t>Rush Hour Traffic</t>
  </link>
</lnks>
```

The descriptive text for each Required Link shall be limited to 35 characters.

For the TWCi Marks, and more specifically, the weather.com logo, the Required Link is as follows:

[http://www.weather.com/?par=xoap&site=wx\\_logo&cm\\_ven=bd\\_oap&cm\\_cat=\[PartnerID\]&cm\\_pla=HomePage&cm\\_ite=Logo](http://www.weather.com/?par=xoap&site=wx_logo&cm_ven=bd_oap&cm_cat=[PartnerID]&cm_pla=HomePage&cm_ite=Logo)

where [PartnerID] is your unique Partner ID (see below for details)

#### **Partner ID and Key:**

When you register for the XML Feed and accept the terms and conditions associated with this Agreement, you will be e-mailed a Partner ID and a License Key. You shall be required to utilize the Partner ID and License Key, each and every time you access the XML Feed.

#### **Properly Formatted Request:**

By way of example: a properly formatted request for Current Conditions and a Five-Day forecast for Atlanta, Georgia from the XML Feed will appear as follows:

***[http://xoap.weather.com/weather/local/30339?cc=\\*&dayf=5&link=xoap&prod=xoap&par=\[PartnerID\]&key=\[LicenseKey\]](http://xoap.weather.com/weather/local/30339?cc=*&dayf=5&link=xoap&prod=xoap&par=[PartnerID]&key=[LicenseKey])***

where [PartnerID] is your unique Partner ID and [LicenseKey] is your unique License Key.

#### **Business Rules:**

##### **Header Data:**

The data in the <head> data block provides all of the unit identifiers for data elements elsewhere in the document. Your Designated Location must indicate, either globally or with the element of data, what unit the value is measured in.

##### **Location Data**

The data in the <loc> data block provides information about the location for which weather data is being presented. Your Designated Location must present the Display Name (<dnam>) of the location to the user.

**The license to the TWCi Content shall explicitly exclude the right and license to use any latitude and/or longitude data associated with a LocID even if such information is returned as part of an XML document from the XML Feed.**

#### **Current Conditions**

Your Designated Location must, at a minimum, display the current temperature (<tmp>) data and sky condition icon (<icon>). All Current Condition data elements must be visually grouped together and displayed separately from the Forecast data elements.

#### **Forecasts**

Forecasts are presented in Days and Day-parts within the <dayf> data block. The current day is listed as day number 0 and the next day is listed as day number 1. Each Day has a "day" Day-part covering from 7 am to 7 pm local time and a "night" Day-part covering from 7 pm to 7 am local time. Each Day's high temperature is associated with the "day" Day-part and the low temperature is associated with the "night" Day-part.

Today		Tomorrow	
Day 0		Day 1	
"day" Day-part	"night" Day-part	"day" Day-part	"night" Day-part
High	Low	High	Low
Today	Tonight	Tomorrow	Tomorrow Night

Because of the way in which TWCi generates its forecasts, the current Day's "day" Day-part is only valid up until 2 pm in the local time of the location. After 2 pm, there is no Day 0 "day" Day-part forecast or Day 0 high temperature. Your Designated Location should either present N/A for Day 0 "day" Day-part values or not show them at all.

By way of example:

Before 2 PM Local Time:

- Display Day 0 "day" Day-part as "Today"
- Display Day 0 "night" Day-part as "Tonight"

After 2 PM Local Time:

- Display Day 0 "night" Day-part as "Tonight"
- Display Day 1 "day" Day-part as "Tomorrow"

A location's local time is in the <loc> element of the weather document.

#### Errors:

If the XML Feed encounters an internal error, it will return an Error document describing the error. The Error document contains all errors that the XML Feed has encountered. The basic errors are:

Error Type	Error Text
0	An Unknown Error has occurred
1	No Location Provided
2	Invalid Location
100	Invalid Partner Id
101	Invalid Product Code
102	Invalid License Key

Additional errors can be generated by the XML Feed that are not covered in this Exhibit. Those errors are not likely to be encountered when using the XML Feed.

#### Attribution:

Your Designated Location must include text attribution and a logo that attributes the weather data to TWCi and links users directly to the TWCi Site. The attribution must appear on the same Traditional Web Page or within the same visual element as the weather data and must be displayed in accordance with the TWCi Style Guide as set forth in **EXHIBIT C**.

#### Logos:

You may use either of the images in the "logos" directory, supplied as part of the TWCi Software Developers Kit ("SDK"), in accordance with the terms of the Agreement. The logo must link directly to the home page of the TWCi Site.

The logos are provided in two (2) sizes:

- 31 x 31 PNG with transparent background

- 61 x 61 PNG with transparent background

**Icons:**

You may use any of the images in the "icons" directory, supplied as part of the TWCi SDK, to display a graphic representation of the current or forecast weather conditions. The integer value in the <icon> element of <cc> and <part> indicate which icon to display for current conditions and day-part forecasts. The icons must not be presented as links.

The icons are provided in three sizes:

- 31 x 31 PNG with transparent background
- 61 x 61 PNG with transparent background
- 93 x 93 PNG with transparent background

**Latency Standards**Current Conditions data:

You agree that any Current Conditions data received by you will be processed and made available for consumption within ten (10) minutes of receipt of the data from TWCi.

Forecast Data:

You agree that any Forecast data received by you will be processed and made available for consumption within thirty (30) minutes of receipt of the data from TWCi.

Your Designated Location must indicate to the end user the date and time of the last update of the Current Conditions data and/or Forecast Data. This information is supplied via the XML Feed in the <lsup> data block of the <cc> and <dayf> data blocks.

## EXHIBIT C

### TWCi Style Guide

#### weather.com® Logo Usage Guide

**weather.com®**, and **The Weather Channel®** are United States federally registered servicemarks of The Weather Channel, Inc., and should be protected as such at all times. **The Weather Channel** logo in the blue box is a trademark of The Weather Channel, Inc. and should be protected as such at all times. **weather.com** must always be used in conjunction with **The Weather Channel** logo, across all platforms, and the TM symbol must be included on the logo. [EXAMPLE 1]

#### The registered trademark symbol

® must appear on the first and most prominent appearance of **The Weather Channel** name and **weather.com** name in each print piece, and is used when referencing the trademark name, not when referencing the company name.

#### Use of The Weather Channel and weather.com marks

The **weather.com** name should always appear in lowercase, this includes the beginning of a sentence. It is recommended not to include www. when using the **weather.com** name. [EXAMPLE 2]

Additionally, both names should appear in italics or bold every time they are used in text. **The Weather Channel** name is protected in its entirety, including the word "The." The **weather.com** name is protected in its entirety as well. [EXAMPLE 3]

The possessive form of **The Weather Channel** or **weather.com** should not be used in advertising or editorial. [EXAMPLE 4]

The registered trademark symbol ® must appear on the first and most prominent appearance of **TWC**. In trade ads and collateral materials, **TWC** may be used only after **The Weather Channel** name has been clearly established. [EXAMPLE 5]

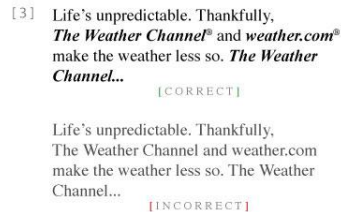
#### The typeface

The **weather.com** font is Interstate (light, regular and bold) Verdana is used as the online font

- The color**
- PMS 286C
  - HEX: 003399
  - RGB: R000, G051, B153

**The Weather Channel** logo should never appear in black and white, unless the entire piece is produced in black and white or if a full color background creates a legibility issue.

[EXAMPLES]



## Logo Usage

The logo must be used in its entirety. Never pull the logo apart into separate elements, change its upright orientation or distort its shape. The Weather Channel logo should never be reversed out. [EXAMPLE 6]

The field should always appear in blue, with white type. In most applications, the logo should not require any additional definition to distinguish it from a background. [EXAMPLE 7]

Placement and size of The Weather Channel logo plays an important role in quick recognition. Whenever possible, the logo should appear in the lower right or lower center of the design space. weather.com must be legible at all times.

Never place the logo within a container or shape. [EXAMPLE 8]

Co-branding is usually a joint promotion effort by two brands that share equal ownership in a product or event. For co-branding, The Weather Channel logo should always have an equal visual impact to the partner(s) logo. For co-promotions which do not include equal partnership, logo proportions need to be established according to the terms of the participation agreement. These guidelines should be followed to maintain the integrity and visibility of The Weather Channel trademark. [EXAMPLE 9]

The proper exclusion zone around The Weather Channel logo is defined by (2X) which is equivalent to twice the height of the logo's capital 'W' and indicated opposite in grey. This is the minimum area around the logo that must be entirely free of any other typography or graphics. Apply this formula universally regardless of the size at which the logo is to be reproduced. [EXAMPLE 10]

### [EXAMPLES]

