Met Office

SADIS API LICENCE AGREEMENT

(Standard SADIS API Licence for use with SADIS Standard Terms)

This Licence Agreement for use with SADIS Standard Terms (as defined below) incorporates the following:

(A)   SADIS Standard Terms;

(B)   Privacy Policy: http://www.metoffice.gov.uk/about-us/legal/privacy;

(C)   The API Documentation (as defined below);

(D)   The relevant terms governing an account held with Amazon Web Service terms through which the API Services shall be delivered to You, as appropriate: https://aws.amazon.com/service-terms/.

By accessing the API Services via Your API Key, your organisation represent and warrant that this Licence Agreement is accepted by its representative who has the authority to bind the party registering an account with Us and being issued an API Key pursuant to this Licence Agreement ("You" or "Your") and that You agree to be bound by the terms and conditions of this Licence Agreement. As this Licence Agreement sets out Your rights and responsibilities when using Our API, please read it carefully. If you do not have authority or You do not agree with the terms and conditions of this Licence Agreement, You must not access the API. You may also wish to save a copy of this Licence Agreement for Your records.

If there is a conflict or ambiguity between any of the provisions set out in this Licence Agreement for use with SADIS Standard Terms and those set out in the SADIS Standard Terms, then these terms shall prevail over those in the SADIS Standard Terms in respect of the API Services.

1.   Updates and changes to the Licence Agreement

Please regularly check for any updates and changes to this Licence Agreement. The updated or amended terms shall be deemed accepted by You upon Your (including Your Users) continued or subsequent use of the API.   If You disagree with the updated or changed terms of the Licence Agreement, You must cease use of the API.

2.   Definitions and interpretation

2.1   Defined Terms

In this Licence Agreement, the following terms have the meanings set out below.

"API" or "SADIS API"	has the meaning given in clause 3.1(a).
"API Documentation"	means the documentation accompanying the API which We provide to You and which we may make available on the Met Office website, or that is available within the API itself and such other instructions as We may notify You of from time to time in relation to Your use of the API, as amended by Us from time to time.
"API Keys"	means the confidential unique security keys, tokens, passwords and/or other credentials for accessing and using the API and managing Your account which is provided by Us to You.
"API Services"	means the APIs and the access to the Information and any API support services which We may make available to You under this Licence Agreement.
"Business Day"	means a day other than a Saturday, Sunday or public holiday in England.
"Confidential Information"	means all confidential information in whatever form or manner presented, which relates to Our or Your past, present or future operations, business, business plans and business opportunities, scientific and technical research and development work including but not limited to details of Your or Our organisation, personnel, markets, suppliers, customers, prospective customers, contractors, financial data, IT (hardware and software), know-how, trade secrets, intellectual property, technical and non-technical materials, operations, processes, product information, sales and marketing plans and strategies, designs, other non-public information and any discussions and proceedings relating to any of the foregoing.
"Data"	means: the WAFS gridded and SIGWX data created by WAFC London and WAFC Washington as defined in ICAO Annex 3 – Meteorological Service for International Air Navigation; the OPMET data such as the METAR, TAF, SIGMET, volcanic ash advisory, tropical cyclone advisory and space weather advisory; and any other data within the API Accessed and used hereunder.
"Information"	means all of the Data stored in and retrieved from the API databases and the API Documentation but excluding any information that You obtain lawfully and independently of Us and the API.
"Intellectual Property Rights"	means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade names, business names and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in Confidential Information and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Met Office

"Internal Business Use"	use of the Deliverables (as defined in the SADIS Standard Terms) by Your officers, employees and/or contractors solely in the course of Your day to day internal business administration activities and the day to day running of Your business and organisation.
"Licence Agreement"	means this Standard SADIS API Licence for use with the SADIS Standard Terms, the API Documentation and the other documents it incorporates as described above in this Licence Agreement.
"Meteorological Authority"	has the meaning set out in Annex 3 (*Meteorological Service for International Air Navigation*) to the Convention on International Civil Aviation. As of the date this Licence Agreement was prepared, this is "*The authority providing or arranging for the provision of meteorological service for international air navigation on behalf of a Contracting State*".
"Met Office WebSite"	means a website that is owned or operated by Us in respect of which We may make the Information available.
"Met Office Trade Marks"	means "Met Office" and such other trademarks, trade names, service marks, logos and names that We may develop from time to time.
"Permitted Use"	Internal Business Use and any other use by You of the Deliverable which is expressly set out in this Licence Agreement. The API is provided on behalf of, and under the oversight of the International Civil Aviation Organization (ICAO). Its purpose is to make available meteorological data for international air navigation as specified in ICAO Annex 3 - *Meteorological Service for International Air Navigation*. The Data accessed via the API is solely for use in activities related to civil aviation. You are permitted to use the Data solely for integration and display in Your systems. You acknowledge and agree that (i) the Data can only used by You and (subject to the restrictions in the rest of this definition of Permitted Use) third parties headquartered in Your country solely for use and visualisation of data for civil aviation purposes within the civil aviation sector and (ii) You must not do any of the following: • use the Data on or connect the Data to a system which makes choices based on predefined rules without human input or interaction; • sub-licence, distribute or otherwise make the Data available to third parties unless (i) your organisation has responsibilities defined in ICAO Annex 3, Chapter 2, for the provision of Meteorological service to supply operators, flight crew members, air traffic services units, search and rescue services units, airport managements and others concerned with the conduct or development of international air navigation with meteorological information with the Data available on the SADIS API (ii) the same is made on terms broader than the rights granted to You hereunder and (iii) You have notified the Met Office in accordance with clause 22 (*Notices*) of the SADIS Standard Terms of Your proposed sub-licence, distribution or making available the Data in advance of doing the same. Any sub-licensee shall not have the right to onward sub-license; • retransmit, re-sell or redistribute the Data (whether in whole or in part) in the original form unless you have met the requirements of the above bullet point; • permit Your end users or any other third parties to reverse engineer the Data, or any data forming part of the same, from Your products or applications in order to produce any derivative works or for any other purpose. • Use the Data to initialise Your own numerical weather prediction models. Notwithstanding any express ability to modify Data hereunder and anything else in this Licence Agreement, You acknowledge and agree that when Data is identified as being originated by the WAFCs, no modifications whatsoever shall be made to their meteorological content.
"SADIS API Registration"	means the Met Office's SADIS API registration form published by the Met Office and which the customer completes and accepts to enter into the Contract (as defined in the SADIS Standard Terms).
"SADIS Standard Terms"	means the Met Office standard terms and conditions for the supply of services in relation to SADIS.
"SCRAG"	means SADIS cost recovery administrative group.
"Site"	means a website.
"Us", "We" or "Our"	means the Met Office.
"WAFC"	means World Area Forecast Centre.
"WAFS"	means World Area Forecast System.
"You" or "Your"	has the meaning set out in the recitals.

Met Office

"Your Application"	means any software application(s), site(s) or other interface that You create, develop, own or operate to interact with the API or read, update or delete certain content from Your Users, including notes, embedded resources, tags, notebooks and saved searches.
"Your Data"	means all of the information and content provided, generated, transmitted or displayed via the Services by You or Your Users.
"Your Users"	means Your employees, officers and contractors who access the Data via the API on Your behalf, any other end-users of Your Application, Your service providers, and anyone who sublicenses Your Application.

2.2 Section headings in this Licence Agreement are for convenience only and have no legal or contractual effect.

3. API, Services and licence

3.1 The purpose of the APIs and the Services

(a)   The application program interfaces ("APIs" or "SADIS API") consist of programmatic web APIs, interface definitions, generated code libraries, code and associated tools and the API Documentation that allow You to obtain Data in suitable formats to enable You to use in Your Application(s The WAFS data sets are provided under the remit of the International Civil Aviation Organization (ICAO) to enable the safe and efficient operation of flights. You acknowledge and agree that You shall use the API, API Services (including the Data provided via it) and API Documentation solely for civil aviation purposes. Further detail on the API is provided in the API Documentation.

(b)   The API Services consist of, as applicable, Our APIs and Our provision of the Information and any support services which We may make available to You under this Licence Agreement.

3.2 Updates and changes to the API, and the API Services

We may modify the API, permitted API calls, databases, and the permitted uses under this Licence Agreement at any time. If we need to make such modifications, we shall use reasonable endeavours to provide reasonable notice to You. Our modifications may affect Your Application(s) and may require You to make changes to Your Application(s) to continue to be compatible with or interface with the API or access or use any API Services. Any such notice may be sent by an administrative message to users or otherwise provided by Us.

3.3 Licence

3.3.1   Subject to the restrictions on use in this Licence Agreement and in consideration of You performing Your obligations in accordance with this Licence Agreement, We grant You a worldwide, non-exclusive, non-transferable, terminable, and non-sub licensable (except as expressly permitted in this Licence Agreement) licence to do the following:

(a) to use and integrate the API into any of Your Applications to enable You to receive the API Services and permit Your Users of Your Application(s) to access and use the Data solely in relation to civil aviation; and
(b) to use the API Services only as necessary for You to perform an activity permitted under this Licence Agreement.
All other uses of the API, API Services and Information by You are prohibited.

The rights granted in this clause 3.3.1 replace the licence provisions specified in clause 8.2 (*Ownership of Deliverables and Licence for the Permitted Use*) of the SADIS Standard Terms in respect of the API and API Services (but excluding the data supplied hereunder). clause 8 (*Ownership of Deliverables and Licence for the Permitted Use*) of the SADIS Standard Terms applies to the Data supplied hereunder.

3.3.2   You acknowledge and agree that:

(i) this licence is granted on the condition that the relevant national body in Your country (which may or may not be You) pays when due the relevant charges under the SCRAG Agreement;

(ii) (subject to earlier termination in accordance with clause 13 of this Licence Agreement) the rights granted in clause 3.3.1 shall terminate immediately on (a) the termination of this Licence Agreement and the SADIS Standard Terms or (b) the Meteorological Authority in Your country revoking their permission for You to use SADIS;

(iii) if you are not the Meteorological Authority in Your country, We will require the Meteorological Authority in Your country to confirm to Us that they approve you to be able to access and use SADIS before we accept your registration and grant this licence.

4. Registering an account with Us and API Keys

4.1 Your Account, registration and API Keys

4.1.1   You acknowledge and agree that You will need to register to create an account in order to use the API and any API Services. You agree that any information that You give to Us about Yourself for Your account will always be accurate and up to date (including Your email address and other required contact information).

4.1.2   You authorise Us to retain and process personal data pertaining to Your API account. This information will be held securely in accordance with applicable data protection laws in the United Kingdom (see clause 13 (*Data Protection*) of the SADIS Standard Terms).

Met Office

4.1.3   To continue to use Your account, the API or the API Services, You may be required by Us from time to time, to provide certain additional information (such as authentication, identification or additional contact details). You must keep the contact details for Your organization up-to-date. We may suspend Your access to or use of the API or any API Services, if Your contact information is not accurate or up-to-date or You do not respond to Our communications directed to verifying Your information.

4.1.4   You must not register for an account or access or use the API or the API Services if You:

(a) are under 18 years of age; or
(b) are a person barred from using or receiving APIs under the applicable laws of the United Kingdom or any other countries (including the country in which You are resident or from which You intend to access or use the APIs or any other API Services); or
(c) do not accept the terms of this Licence Agreement.

4.1.5   In order to use any of the API Services, You will be required to obtain a unique API Key from Us. The API Key is Our property. We may issue one or more API Keys to enable Your access. You may only access the API with the API Key(s) that We give You. The API and API Keys can only be used for the digital platforms and services for which access was granted.

4.1.6   You may only use Your account, the API and API Keys with Your Application and the digital platforms and services (such as Your Sites and devices) for which You applied. You may access (or attempt to access) the API only by the means described in the API Documentation.

4.1.7   You agree to keep Your account and Your API Keys secure and that You are responsible for any use of the API using Your account or the API Keys, regardless of whether such activities are undertaken by You or a third party. You must not share, sell, transfer, sublicense or otherwise disclose Your account information (including password or API Keys) to any other person other than to those within Your organization who strictly need to know the same to set up the API and so that you can connect to the API and receive the API Services.

4.1.8   If You learn of any unauthorised use of Your account or API Keys, then You must contact Us as soon as practicable.

4.1.9   If this Licence Agreement is terminated for any reason, Your access to Your SADIS API account and the API will be revoked immediately and You agree to immediately destroy Your API Key so that no one else has access to it. If Access to the API is suspended for any reason the API Keys will be disabled.

4.1.10   Limitations on Your use of Your account or the API

4.1.10.1 Your access to the API is subject to a fair use policy in order to protect Us and all SADIS user states from uncontrolled costs and to ensure other API users are not negatively affected by the volume of data You download. Technical measures will be implemented to prevent over-usage by restricting the number of network calls that You can make via the API. The details of the fair use policy are detailed in the API Documentation. This may include limiting:

(a) the number of network calls that Your Application may make via the API;
(b) the number of API requests that You can make; and
(c) the maximum amount of data that may be accessed by You

It is anticipated that You will make fair usage of the API Services so as to not have a negative impact on other customers receiving the same service.

4.1.10.2 Connections to the API shall not be made at a device or workstation level and Data shall first be downloaded to Your centralized server before onward distribution to other systems, workstations or devices.

4.1.10.3 The API is supported by Amazon Web Services. Your attention is drawn to (i) the specification for the AWS services in Annex II (SADIS Inventory) paragraph 2 (Procured Services) of the SCRAG Agreement and (ii) the following terms, which govern the delivery platform supporting this service:

- AWS Service Terms: https://aws.amazon.com/service-terms/
- AWS Service Agreement: https://aws.amazon.com/agreement/

In particular, You are advised to read clauses 5.1.1 and 11.6 of the Amazon Service Terms in respect of High Risk Use (as defined in clause 5.1.1) or use in hazardous environments (as defined in such clause 11.6). These terms contain restrictions relating to applications controlling aircraft and using Amazon Web Services for aircraft navigation.

4.1.11 If your API account is not used for a period of 1 year, such account may be suspended or withdrawn. You will be required to contact Our SADIS Manager and re-register if you wish to resume using the API and API Services.

5. Your responsibilities and restrictions

5.1   Your responsibility for Your use and conduct and for Your Users

You agree that You are solely responsible for the use by You and Your Users of the API and any API Services and for any consequences arising from that use. You agree to (i) require Your Users to comply with all applicable laws and Your obligations contained in this Licence Agreement and (ii) ensure that each of Your Users are made aware of and accept the terms and conditions of this Licence Agreement before Your Users are able to access the Data.

If You are not the Meteorological Authority in Your country, (i) it is a condition precedent to the Contract (including this Licence Agreement) taking effect that you get permission from the Meteorological Authority in Your country in order to use the API in accordance with this Licence Agreement and (ii) You shall promptly inform Us if such Meteorological Authority suspends or terminates such permission.

Met Office

5.2   Your compliance with laws and this Licence Agreement

5.2.1   You agree to use the API and API Services only:

(a) as permitted by applicable laws (including, without limitation, applicable laws regarding privacy and data protection and intellectual property rights) and for purposes that are lawful and proper under applicable law; and

(b) in accordance with and as authorised by this Licence Agreement.

5.3   Restrictions on Your use

When using the API and any API Services (including WAFS data sets), in addition to the other restrictions in this Licence Agreement, You agree that You will not, directly or indirectly, and will not procure another person to do any of the following:

(a) sell, resell, redistribute, commercially exploit, sublicense, transfer or otherwise make available the API or the API Documentation for use by a third party or copy the Information (other than for the purpose of exercising your rights hereunder);

(b) create an application which performs substantially the same use or function as the API and offer that use or function to third parties;

(c) disclose Our Confidential Information to any third party without Our prior written consent;

(d) use any Met Office Trade Marks except as permitted by this Licence Agreement;

(e) remove, obscure, alter, or make invisible, illegible, or indecipherable, any (to the extent there are any) notice (including any notice of intellectual property or proprietary right or any display of attributions to Us in Your Application or on Your Site or its toolbars) appearing on or contained within the API. This includes, but is not limited to, references to World Area Forecast Centre, WAFC, WAFC London and WAFC Washington;

(f) interfere with or degrade Our API Services in any way;

(g) circumvent or modify or seek to circumvent or modify any API Keys or Our security mechanisms or limits on number of API requests;

(h) create accounts for any other person by automated means or under false or fraudulent pretences;

(i) request, collect, solicit or otherwise obtain access to sign-in names, passwords or other authentication credentials for Us other than by directing Your Users to Us in the mechanism specifically provided by the API;

(j) imply inaccurate creation, affiliation, sponsorship or endorsement of You or Your Application(s) by Us;

(k) use any robot, spyder, scraping, site search/retrieval application or other device to retrieve, index, access or use any portion of the Met Office Site or the API to obtain any information beyond what We provide to You under this Licence Agreement;

(l) transmit any malware, spyware, viruses, worms, defects, Trojan horses, malicious or harmful code that may affect the API or use any items of a destructive nature, or compile or use the API to send spam;

(m) collect or use information about Your Users for any unauthorised purpose;

(n) attempt to modify, add to or otherwise enhance the API or the Information or reverse engineer, disassemble, decompile (except to the extent such right cannot be excluded or limited by law and then only when Our express permission has been sought and refused), or otherwise derive any source code of or relating to the API or any software or Data included in the API or to compile a database containing the Information;

(o) use the APIs or any API Services to encourage or promote illegal activity whatsoever, including fraud or terrorism, or to promote any unlawful act and You shall not do anything that may bring the name of the Met Office into disrepute or which damages or dilutes the goodwill associated with the name and trade marks of the Met Office;

(p) use the API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage or otherwise fails to comply or is inconsistent with any part of the API Documentation; or

(q) have Your Application(s) or Your or Your Users' use of the API:

(i)   be false, inaccurate or misleading;

(ii)   infringe the Intellectual Property Rights or rights of publicity or privacy of anyone else (including Ours);

(iii) breach any applicable laws;

(iv) be abusive, harmful, threatening or defamatory or otherwise offensive; or

(v)   create liability for Us or cause Us to lose (in whole or in part) the services of Our ISPs or other suppliers; or

(vi) provide any data or information to Us unless You represent and warrant that it is accurate and You have all rights necessary to provide such data or information to Us for Our use.

Met Office

6. Monitoring and enforcement

6.1 Monitoring

6.1.1   You agree that We may monitor Your use of the API and/or Your Users' use of the Data to ensure You and Your Users are complying with the terms of this Licence Agreement. You will not seek to block or otherwise interfere with Our monitoring.

6.1.2   You agree to monitor content downloaded from the API and to install and continually use reasonably appropriate software to moderate any such content to ensure Your compliance with this Licence Agreement.

6.2   Corrective Action

You must ensure that Your use of the API and the API Services complies with the terms of this Licence Agreement. If We, in Our sole discretion, believe that You have breached this Licence Agreement, or that You have engaged in fraudulent activity, We may take any and all steps We deem appropriate, including issuing a warning, conducting an investigation, or suspending or revoking Your API licence or Your account and, in such event, You agree to immediately destroy Your API Key(s) so that no one else has access to it. In addition to any other available remedies, We may, at Our sole discretion, seek specific performance, injunctive relief or legal fees. We reserve the right to take other corrective action as We see fit in the event that We receive complaints from Your Users about Your Application or Your actions.

7. Intellectual property rights

7.1   Our ownership

7.1.1   All Intellectual Property Rights and all other rights in and to the Met Office Trade Marks, the API, the API Documentation and any other API Services are owned by Us (on behalf of the Crown) and Our licensor(s).

7.1.2   As between the Us and You:

   a) We, our licensors or third party providers (as appropriate) retain all rights, title and interest in and to all Intellectual Property Rights embodied in or associated with the API, the API Documentation and the API Services and the Met Office Trade Marks, and any content We create or derive therefrom; and

   b) You retain all rights, title and interest in and to all Intellectual Property Rights embodied in or associated with Your Application.

7.1.3   If You provide feedback or suggestions about the API, then We may use such information without obligation to You.

7.1.4   There are no implied licences under this Licence Agreement, and any rights not expressly granted to You by this Licence Agreement are reserved by Us or Our suppliers. You will not take any action inconsistent with Our ownership of the API, the API Documentation or any of the API Services or the Met Office Trade Marks.

7.1.5   You agree that any and all (if any) Intellectual Property Rights in any modifications or enhancements made to the API, API Services or Information by or on behalf of You shall vest in the Us upon creation, and We shall be entitled to use any information provided by or on behalf of You relating to modifications or enhancements that could be made to the API, API Services or Information, without You having any right to compensation for the same.

7.2   Attribution, Publicity, Promotional and Marketing Use

7.2.1   You agree to display any (if any) attribution(s) required by Us from time to time as may be described in the API Documentation and to only use the Met Office Trade Marks in accordance with this Licence Agreement.

7.2.2   You understand and agree that We have the sole discretion to determine whether any attribution(s) or use of the Met Office Trade Marks by You is in accordance with this Licence Agreement.

7.2.3   You will not make any statement regarding Your use of the API or the API Services which suggests partnership, agency, joint venture, sponsorship or endorsement by Us without Our prior written approval.

8. Support

8.1 You acknowledge and agree that it is Your responsibility to ensure the correct set-up and integration of the API and Data with Your systems. API support details are described in the API documentation. Other than as set out in such API Documentation, we have no obligation to provide You or Your Users with support, software upgrades, enhancements or modifications to the API ("Support") and You understand and agree that You are solely responsible for providing Your Users with Support and any other technical assistance for Your Application.

8.2 The Met Office envisages new data sets will be added to the Data during the term of this Licence Agreement, and it is Yor responsibility to update your systems.

8.3 To avoid doubt, You acknowledge and agree that the following is Your responsibility: (i) questions or issues related to contracts, set-up and integration; and (ii) set-up and integration of the API and API Services with Your ICT environment.

8.4 The recognised back-up for the API Services in the event of a failure is via the USA administered, WAFS Information File Service (WIFS) API. It is Your responsibility to arrange for access to the WIFS API with the WIFS provider via https://aviationweather.gov/wifs/. It is Your responsibility to arrange, fully implement and test Your ability to switch over to the WIFS API when backup is required.

Met Office

9. Confidential Information

The provisions of clause 9 (*Confidentiality*) of the SADIS Standard Terms apply to this Licence Agreement and You agree that the API, the API Documentation, the API Keys and the API Services are Our Confidential Information.

10. Viruses

We use all reasonable efforts to ensure that the API and the API Services are free from software viruses. However, We do not guarantee that Your use of API or the API Services is or will be virus-free. It is Your responsibility to ensure that the computer or other devices with which You may access the API and any other API Services has appropriate virus screening software.

11. Data protection and information security

11.1   Definitions

In this clause 11, the terms "personal data", "data processor", "data controller" and "process" or "processing" have the meaning given to those terms in the Data Protection Act 2018. With respect to Your use of the API and any personal data (including, as the case may be, any of Your Data) processed using the API under this Licence Agreement, You agree that You are the data controller and that We are the data processor and that You solely are responsible for determining the manner and purpose of any processing of that data by Us.

11.2. **Use of Your Data by Us**

You (or where applicable Your suppliers) retain the Intellectual Property Rights in Your Data. We do not claim any ownership in Your Data. You grant to Us a revocable, world-wide, royalty-free, and non-exclusive licence to use, display and distribute Your Data on Your behalf, solely for the purpose of allowing Us to deliver the API Services to You. This includes Your data being held and used for account administration purposes, and for the distribution of SADIS administrative messages. Such licence will terminate immediately You cease to use the API Services to submit, post or display Your Data and/or this Licence Agreement is terminated in accordance with its terms.

11.3. **Compliance with the Data Protection Act 2018 and Data Protection Legislation**

The data protection provisions specified in clause 13 (*Data Protection*) of the SADIS Standard Terms apply to this Licence Agreement.

11.4. **Communication with Us**

You agree that We may send You certain communications from time to time (including in connection with the API and the provision of WAFS data sets, Your use of the API and any other API Services). Please review http://www.metoffice.gov.uk/about-us/legal/privacy for information about opting out of certain types of communication.

12. Fees

12.1   Amount of fees

12.1.1   There are no direct charges for the API licence hereunder as the cost of using SADIS is, as at the effective date, recovered by the Met Office at State level via the SCRAG and the SADIS Agreement (see https://www.icao.int/sustainability/Joint-Financing/Pages/SADIS.aspx). You acknowledge and agree that if You or the relevant SCRAG payee for your State does not pay the charges when due as part of SCRAG (other than a party exempted in accordance with SCRAG Agreement Article IV (*Exemptions*)) then this shall be deemed an irremediable breach entitling the Met Office to suspend this Licence Agreement pursuant to clause 13.2.1 or terminate this Licence Agreement pursuant to clause 13.1.5 no earlier than the end of the calendar year in which payment was due. The API and API Service hereunder shall not be re-instated until the party concerned has fully settled its debt to ICAO.

12.1.2 Any applicable fees paid by You to Us are non-refundable, whether or not You use the API or API Services purchased.

12.2 **Suspension**

The Met Office's right to suspend is set out in clauses 4.1.3, 4.1.11, 6.2 and 13.2.1.

12.3 **Fees on termination**

Upon effective termination of this Licence Agreement, You or the relevant SCRAG payee for your State (as appropriate) remain responsible for all applicable fees already incurred up to the effective termination date, but You will not be charged for additional periods.

13. Termination or Suspension

13.1   Termination

13.1.1 This Licence Agreement will terminate on termination of this Licence Agreement and/or the SADIS Standard Terms (whichever is sooner).

13.1.2 In the event that You breach this Licence Agreement, We reserve the right, on written notice to You, to terminate this Licence Agreement or to discontinue Your use of the API or any portion or feature of it or any other API Services without liability or any other obligation to You.

13.1.3 We reserve the right, on written notice to You, to terminate this Licence Agreement or to discontinue Your use of the API or any portion or feature of it or any other API Services without liability or any other obligation to You in the event Our provision of the same is prohibited by UK export control laws and guidance, the UK Government and/or applicable sanctions.

13.1.4 You may terminate this Licence Agreement by giving to Us not less than seven (7) days written notice. We may terminate this Licence Agreement by giving to You not less than 75 (seventy-five) days written notice.

13.1.5 We reserve the right, on written notice to You, to terminate this Licence Agreement or to discontinue Your access to the SADIS API immediately on written notice in the following instances if:

> a) the relevant party for your State fails to pay the relevant SADIS charges as defined by the SCRAG or withdraws from the SADIS agreement;

> b) the Meteorological Authority in Your country withdraws Your access permission for using SADIS;

> c) We, in Our sole discretion, believe that You have breached the prohibitions regarding fraud or fraudulent activity in clauses 5.3(h), 5.3(o) and/or 6.2.

We reserve the right to take other corrective action as We see fit in the event that We receive complaints from Your Users about Your Application or Your actions.

13.2   **Suspension**

13.2.1   If any of the charges set out in clause 12.1.1 of this Licence Agreement are not paid on the due date, We may, without limiting Our other rights and remedies, suspend Your access to the API until such amounts are paid in full.

13.2.2   We reserve the right to restrict access to the API in the event Your account is found to be a cyber security threat and may be unavailable until such time the cyber security threat has been resolved, or new access credentials for the API have been set up.

13.3 **Your Obligations Post-Termination**

13.3.1 Upon termination of this Licence Agreement for any reason, and in addition to the requirements of clause 11 (*Termination*) of the SADIS Standard Terms, You agree to do all of the following:

> a) stop Your use of the API, Your Users use of the Data and Your use of any other rights granted to You under this Licence Agreement; and

> b) destroy Your API Key so that no one else has access to it.

13.4   **Surviving Provisions**

When this Licence Agreement is terminated, the terms in it that by their nature are intended to continue indefinitely will continue to apply.

14. Liability for Our APIs

14.1 You warrant and represent to Us that:

> (a) You have the authority to enter into this Licence Agreement on Your own behalf or on behalf of any company or other legal entity by which You are employed and that wishes to use the API;

> (b) You will comply with all applicable laws including, without limitation, applicable intellectual property and data protection laws, in connection with Your use of the API and its Data;

> (c) You will obtain and maintain any and all necessary licences, consents and permissions in connection with Your use of the API;

> (d) You have assessed the suitability of the API and the API Services for Your needs; and

> (e) You are responsible for Your own protection from viruses and maintaining effective anti-virus screening software.

14.2   **Provision of the API "as is"**

Whilst the Met Office will provide the API and API Services with reasonable skill and care and in all material respects in accordance with the EUROCONTROL SWIM technical specification, neither We nor Our suppliers or distributors make any specific promises about the API or any API Services. We do not provide any warranty about the quality of the API, the API Services, the Information or any data accessed through the API or any API Services, or their reliability, availability or ability to meet Your needs or that the API or any API Services is virus free or free of defects. The API and any other API Services are provided to You on an "as is" basis and the existence of bugs or errors shall not constitute a breach of this Licence Agreement. Any implied warranties or conditions under any applicable law as to suitability or fitness for a particular purpose are excluded by Us to the maximum extent permitted by applicable laws. We endeavour to provide *bug fixes, patches, or updates to the API* as part of the API support services referred to in clauses 8 of this Licence Agreement. You acknowledge and agree that this clause 14.2 is fair and reasonable in the context of (i) SCRAG Agreement Article VI (*Liability*) and (ii) the Met Office providing the services under this Licence Agreement (including the API and API Services) on a cost recovery / non-commercial basis (with the Customer or the relevant SCRAG payee for the Customer's State (as applicable) paying ICAO for the Deliverables that the Customer receives hereunder with the Met Office receiving only a fraction of such payment).

Met Office

14.3 Limitation of Liability

14.3.1 To the maximum extent permitted by applicable laws, You expressly understand and agree that We, Our licensors and Our or their respective directors, officers, employees and agents, shall not be liable to You for any direct, indirect, incidental special, consequential or exemplary losses or damages, including, but not limited to, losses or damages for loss of profits, goodwill, reputation, use, data, cover or any intangible losses (even if We have been advised of the possibility of such loss or damage) or any loss or damage that is not reasonably foreseeable resulting for any of the following:

(a) the use of or the inability to use the API or any API Services;

(b) unauthorised access to or the loss, corruption or alteration of Your Application, transmissions, Information or data;

(c) statements, conduct, acts or omissions of any third party using the Application or the API Services or the API;

(d) Our actions or omissions in reliance upon Your account information and any changes thereto or notices received from there;

(e) Your failure to protect the confidentiality and security of any passwords, API Keys or access rights to Your account or the account information of any of Your Users;

(f) the termination of availability of the API or this Licence Agreement; or

(g) any other matter relating to the API or any API Services.

14.3.2 To the maximum extent permitted by law and subject to clause 14.3.1 and clause 14.3.3, the total liability of Us and Our suppliers or distributors for any claim under this Licence Agreement (including the API and API Services, but excluding the data supplied under the SADIS Standard Terms) is limited to £0 (zero pounds sterling). You acknowledge and agree that this clause 14.3.2 is fair and reasonable in the context of (i) SCRAG Agreement Article VI (*Liability*) and (ii) the Met Office providing the services under this Licence Agreement (including the API and API Services) on a cost recovery / non-commercial basis. Met Office's liability for data supplied under the SADIS Standard Terms is addressed in clause 10 (*Limitation of liability*) in the SADIS Standard Terms.

14.3.3 Nothing in this Licence Agreement:

(a) limits Your responsibility for infringement by You or Your Users of Our or others' Intellectual Property Rights; or

(b) limits You or Us for any liability for:

(i) death or personal injury caused by either Our or Your negligence or by the negligence of Our or Your employees, agents or sub-contractors;

(ii) fraud;

(iii) breach of any obligations as to title implied by any applicable law; or

(iv) any other act or omission, liability for which may not be limited under an applicable law.

14.4 Indemnity

You agree to hold harmless and indemnify Us and Our officers, agents, and employees, or partners, from and against any third party claim arising from or in any way related to:

(a) Your use of the API and/or Your Users use of the Data;

(b) Your use of any of the API Services; or

(c) Your breach or Your Users' breach of this Licence Agreement,

including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments and legal fees, of every kind and nature (including, without limitation in relation to the use of Confidential Information or Our Intellectual Property Rights, including the Met Office Trade Marks). In such a case, We will provide You with written notice of such claim, suit or action.

15. General provisions

15.1 Entire agreement

15.1.1 This Licence Agreement constitutes the entire agreement between You and Us and governs Your use of the API and the API Services.

15.1.2 If, through accessing or using the API or the API Services, You use or obtain any product or service from a third party, You may additionally be subject to such third party's terms and conditions applicable thereto, and this Licence Agreement will not affect Your legal relationship with such third party.

15.2   Our relationship and the rights of third parties

15.2.1   Nothing in this Licence Agreement is intended to create a partnership or legal relationship of any kind that would impose liability on one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other party. Neither party shall make representations, act in the name of, on behalf of or otherwise bind the other party.

15.2.2   A person who is not a party to this Licence Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence Agreement.

15.3   Governing law

Any dispute or claim arising out of or in connection with this Licence Agreement or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales. The jurisdiction specified in clause 25 (*Governing law and jurisdiction*) of the SADIS Standard Terms shall apply to this Licence Agreement.

15.4.   Waiver and severance

The waiver and severance provisions in clauses 16 (*Waiver*) and 17 (*Severance*) of the SADIS Standard Terms apply to this Licence Agreement.

15.5   Assignment

The assignment provisions specified in clause 19 (*Assignment*) of the SADIS Standard Terms apply to this Licence Agreement.

15.6   Notices to Us

The notices provisions specified in clause 22 (*Notices*) of the SADIS Standard Terms apply to this Licence Agreement.

15.7   Variation

In addition to Our right to modify in clause 3.2, **We may, from time to time and using reasonable endeavours to provide reasonable   notice to You, change any other API Services and/or API Documentation in order to comply with any applicable safety or statutory requirements or for other reasons. Our modifications may affect Your Application(s) and may require You to make changes to Your Application(s) to continue to be compatible with or interface with the API or access**