PLEASE CAREFULLY READ THE FOLLOWING END USER LICENSE AGREEMENT FOR 1-CLICK WEATHER™ BEFORE INDICATING YOUR ACCEPTANCE AT THE END OF THIS AGREEMENT. BY CLICKING "I ACCEPT", YOU AGREE TO BE BOUND BY ALL THIRTEEN SECTIONS OF THE AGREEMENT BELOW. IF YOU DO NOT AGREE WITH THIS AGREEMENT, OR IF YOU DO NOT WISH TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK THE "CANCEL" BUTTON.

1. PURPOSE. The software you are installing (the "Software") is provided by The Weather Channel Interactive, Inc. ("TWCi") and provides you with weather-related information and data in your internet browser (the "Services").

# 2. SOFTWARE LICENSE GRANT.

- A. TWCi grants to you a personal, non-exclusive, revocable, limited license to install and use the Software, in object code format only. You may (i) use the Software on any single computer for your personal use only, and (ii) copy the Software for archival purposes, provided any copy must contain all of the original Software's proprietary notices.
- B. You may not (i) modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction) or create derivative works based on the Software; (ii) rent, lease, grant a security interest in, sell, or otherwise transfer rights to the Software, except as expressly permitted herein; or (iii) remove any proprietary notices or labels on the Software. Your license to the Software may, at TWCi's discretion, expire when new versions of the Software are released. TWCi reserves the right to add additional features or functions to the Software. The Software communicates with third-party servers periodically. TWCi may require the update or automatic distribution of the Software on your computer when a new version of the Software application becomes available. This update or new download may occur automatically or through other means. Notwithstanding the foregoing, TWCi has no obligation to make available to you any subsequent versions of the Software. You agree to comply with TWCi's Terms and Conditions, as set forth on TWCi's web site, www.weather.com.
- C. You understand that the Software is a voluntary software program, and you may uninstall the Software at any time by using your appropriate operating systems' or browser's add/remove or uninstall functionality. However, by uninstalling the Software, you will be unable to access the Services provided by the Software.

# 3. SERVICES.

- A. TWCi grants to you a non-exclusive, revocable, limited license to use the Services for your personal use only.
- B. The Services contain copyrighted material, trademarks and other proprietary information that may include, without limitation, text, software, photos, video, graphics, music and sound, and the contents of the Services and Software are copyrighted under the United States copyright laws. You may not modify, publish, transmit, display, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law, no

copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express written permission of TWCi and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made and no ownership rights shall be transferred.

C. You may uninstall the Software at any time. You understand and agree that uninstalling is your sole right and remedy with respect to any dispute with TWCi. This includes, but is not limited to, any dispute related to, or arising out of: (1) any term of this Agreement or TWCi's enforcement or application of this Agreement; (2) any policy or practice of TWCi, including any TWCi Privacy Policy, or TWCi's enforcement or application of these policies; (3) the content available through TWCi or the Internet or any change in content provided through TWCi; (4) your ability to access and/or use the content; or (5) any Software or content provided by or through TWCi.

# 4. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

A. YOUR USE OF THE SOFTWARE AND SERVICES IS AT YOUR SOLE RISK. THE SOFTWARE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TWCi EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

B. TWCi MAKES NO REPRESENTATION OR WARRANTY THAT (i) THE SOFTWARE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SOFTWARE OR THE SERVICES PROVIDED BY OR THROUGH THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE OR THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SOFTWARE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS OR BUGS IN THE SOFTWARE OR SERVICES WILL BE CORRECTED.

C. ANY MATERIAL, DATA OR INFORMATION, INCLUDING WEATHER-RELATED INFORMATION AND REPORTS, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. TWCi SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, USEFULNESS OR AVAILABILITY OF ANY INFORMATION OR DATA TRANSMITTED VIA THE SOFTWARE, INCLUDING WEATHER-RELATED INFORMATION AND REPORTS.

D. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TWCi OR THROUGH OR FROM THE SOFTWARE OR

THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

# 5. LIMITATION OF LIABILITY.

A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER TWCi NOR ITS SUPPLIERS SHALL BE LIABLE, UNDER ANY LEGAL THEORY, INCLUDING CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TWCi HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR ARISING OUT OF: (i) YOUR USE OR YOUR INABILITY TO USE THE SOFTWARE OR THE SERVICES (ii) THE COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE OR SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES OBTAINED THROUGH OR FROM THE SOFTWARE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SOFTWARE; (v) THIS AGREEMENT; OR (vi) ANY OTHER MATTER RELATING TO THE SOFTWARE OR THE SERVICES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH TWCi RELATED TO THIS AGREEMENT OR THE SERVICES, SOFTWARE OR CONTENT SHALL BE CANCELLATION OF THE SERVICES. IN THE EVENT A COURT AWARDS DIRECT DAMAGES DESPITE THE FOREGOING, SUCH DAMAGES SHALL NOT EXCEED THE LESSER OF \$5.00 OR THE AMOUNT YOU PAID TO TWCi.

B. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 4 AND 5 MAY NOT APPLY TO YOU.

6. TITLE. TWCi (or its licensors) are the sole and exclusive owner of all right, title and interest in and to the Software and the Services, including all intellectual property rights therein, and all data and information provided to you, uploaded to you, or downloaded by you, through or by the Software. The Software and the Services are protected by the copyright laws and treaties.

# 7. TERMINATION AND MODIFICATION.

- A. TWCi may, in its sole discretion, terminate this Agreement and any Services without cause at any time.
- B. This Agreement will automatically terminate if you fail to comply with any term. No notice shall be required from TWCi to effect such termination. In the event of such termination, you will receive no refund of any amounts paid to TWCi.
- C. In the case of any termination, you agree to continue to abide by the provisions of this Agreement, which shall remain in full force and effect after such termination, except that the license to use the Software will automatically terminate. Upon

termination (whether by you or TWCi), you are required to uninstall or destroy, or both if applicable, the Software from your operating system and immediately discontinue use of the Services. Your obligation to pay accrued charges and fees shall survive any termination of this Agreement.

- 8. EXPORT CONTROLS. THE SOFTWARE AND ANY UNDERLYING TECHNOLOGY MAY NOT BE EXPORTED OUTSIDE THE UNITED STATES IN A MANNER THAT IS PROHIBITED BY APPLICABLE EXPORT LAWS AND REGULATIONS. BY DOWNLOADING OR USING THE SOFTWARE OUTSIDE THE UNITED STATES OF AMERICA, YOU ASSUME RESPONSIBILITY FOR COMPLIANCE WITH THE FOREGOING.
- 9. AMENDMENT. TWCi may, in its sole discretion, change, modify, add or remove portions of this license or the Services at any time. TWCi may notify you of any such changes by posting notice of such changes on the TWCi website www.weather.com or sending notice via e-mail, postal mail or other means. Your continued use of the Software or Services following notice of such change shall be deemed to be your acceptance of any such modification. If you do not agree to any such modification, you must immediately stop using the Software and Services.
- 10. INDEMNIFICATION. You agree to hold harmless, indemnify and defend TWCi and its affiliated companies and their officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to any claimed (a) violation of any term of this agreement by you, or (b) violation of any law or regulation by you. If you are importing the Software from the United States, you shall hold harmless, indemnify and defend TWCi and its affiliated companies and their officers, directors and employees, from and against any import and export duties or other claims arising from such importation.
- 11. NO ASSIGNMENT. This Agreement is personal to you, and may not be assigned without TWCi's express written consent.
- 12. MISCELLANEOUS. This Agreement, as modified from time to time as described above, and including the policies incorporated by reference, sets forth the entire understanding and agreement between you and TWCi with respect to the subject matter hereof. If any provision or provisions hereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby. TWCi shall not be liable for any delay or failure in performance under this Agreement or interruption of service resulting from acts of God, civil or military authority, war, labor disputes, materials provided by third parties, or any cause beyond the reasonable control of TWCi. This Agreement shall be governed by the law of the State of Georgia, without regard to conflict of laws rules. All disputes under this Agreement shall be resolved by the State or Superior Courts of Cobb County in the State of Georgia or in the United States District Court for the Northern District of Georgia, and each party consents to the exclusive jurisdiction of such courts and hereby waives any jurisdictional or venue defenses otherwise available to it.

13. NOTICE. All notices contemplated by this agreement will be in writing and mailed by overnight delivery with delivery confirmation or by certified mail with delivery confirmation; provided that, TWCi may provide notice to you via the Software. All notices to TWCi shall be addressed to The Weather Channel Interactive, Inc. 300 Interstate North Parkway, Atlanta, Georgia 30339, sent to the attention of the President with a copy of TWCi's General Counsel (unless another address is subsequently designated by notice to you).