

alewandowski



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Name	Qty	Unit price	Total
Software + Outdoor Warning System (OWS) Subscription Bundle Locations: Arrowhead Golf Club, Atten Park, Graf Park, 7 Gables Park, Rice Pool, Central Athletic Complex & Northside Warming Shelter SOFTWARE: - 10 Users w/ mobile app + computer dashboard - Custom alerts for heat, lightning, rain, wind, etc. - 24/7 Meteorologist support (call, text, and email) - Widget for website, TV, QR Code, etc. - Mass Notify Staff feature - Monitor each facility separately - GPS Specific alerts as you travel OUTDOOR WARNING SYSTEM: - Automated and Manually triggered - Custom text-to-speech PA - Full Control of Active Siren Days/Times - Flashing Strobe Light - Cellular Connection	8	\$3,900.00 /year	\$23,200.00 / year after \$8,000.00 discount for 3 years
Additional Speaker (per Speaker) - for units at Arrowhead	2	\$500.00 /year	\$600.00 / year after \$400.00 discount for 3 years
Shipping, per Unit	10	\$400.00	\$4,000.00
Perry Weather Installation (Show & Tell)	1	\$1,600.00	\$1,600.00
Self-Installation	9	\$0.00	\$0.00

Subtotals

Annual subtotal			\$30,800.00 after \$10,400.00 discount
One-time subtotal			\$5,600.00
Total			\$36,400.00

Important Notes: Customer is responsible for providing a lift or bucket truck if needed for hardware installation (if applicable). Quote does not include any applicable taxes. Tax exemption certificates may be emailed to billing@perryweather.com.

Questions? Contact me

Delanie O'Connell, Senior Account Executive
delanie@perryweather.com, +18172292325



Wheaton Park District, IL - 10 Unit Subscription with Show & Tell Installation

Wheaton Park District, IL
102 East Wesley Street
Wheaton, IL 60187

Reference: 20251106-195534600
Quote created: November 6, 2025
Quote expires: March 1, 2026

Comments from Delanie O'Connell

Products & Services

Name	Qty	Unit price	Total
Software + Outdoor Warning System & Weather Station (OWX) Subscription Bundle Locations: Arrowhead Golf Club & Memorial Park / Mary Lubko Center SOFTWARE: - 10 Users w/ mobile app + computer dashboard - Custom alerts for heat, lightning, rain, wind, etc. - 24/7 Meteorologist support (call, text, and email) - Widget for website, TV, QR Code, etc. - Mass Notify Staff feature - Monitor each facility separately - GPS Specific alerts as you travel OUTDOOR WARNING SYSTEM: - Automated and Manually triggered - Custom text-to-speech PA - Full Control of Active Siren Days/Times - Flashing Strobe Light - Cellular Connection WEATHER STATION: - On-Site Wet Bulb Globe Temp - Wind Speed/Direction/Chill - Precipitation, Evapotranspiration - Exportable Historic Data Reports - HD Sky Camera	2	\$4,500.00 /year	\$7,000.00 /year after \$2,000.00 discount for 3 years





Perry Weather, Inc.
 3102 Oak Lawn Avenue, Suite 202
 Dallas, Texas 75219
 (referred to herein as "Perry Weather")

ORDER FORM


GENERAL INFORMATION	
Customer Name	Wheaton Park District
Customer Address	1777 S. Blanchard St., Wheaton, IL 60189
Tax Exempt Status	<i>If your entity is tax exempt, please email an exemption certificate to billing@perryweather.com to remove sales tax from your invoices.</i>
Perry Weather Sales Contact	Delanie O'Connell

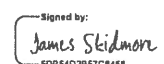
PRIMARY CUSTOMER CONTACT	
Full Name	
Title	
Email	
Phone	


EMAIL INVOICES TO	
Accounts Payable Email	
Other Email(s)	

ORDER INFORMATION	
Quote ID	20251106-195534600
Order Start Date	02/19/2026
Order End Date	02/18/2029
Standard Billing Cycle Start Date (if different from Order Start Date)	
Standard Billing Period	Annual
Additional Terms	PW Terms are amended as follows: Market Rate Adjustments will not apply to this Order Form. Section 10.1 "Governing Law" change to Illinois Section 10.2 "Venue Location" change to DuPage County IL.

This Order Form is governed by and incorporates by reference the Perry Weather Terms and Conditions ("PW Terms") available at <https://perryweather.com/legal-terms>, together with any attachments, addenda, and Additional Terms herein. The PW Terms, together with any attachments, addenda, and Additional Terms herein, shall also govern all previously executed Order Forms, notwithstanding any conflicting terms in such prior agreements. Capitalized terms used but not defined in this Order Form will have the meanings ascribed thereto in the PW Terms. By signing below, you represent and warrant that you have the authority to execute this Order Form and bind Customer to its terms.

Customer:  3/4/2026 Perry Weather:

By: _____ By:  James Skidmore
SIGNATURE

Name:  Michael J. Benard Name: James Skidmore

Title: Executive Director Title: Chief Operating Officer

*Tic to order form executed by
Michael Beard, Executive Director
Western Park District, DeKalb County
Illinois
m 3/4/2026*

Perry Weather Terms & Conditions

1. **DEFINITIONS.** The following terms, when used in this Agreement, shall have the meanings set forth below unless otherwise specified.
 1. "Agreement" means these terms and conditions (the "PW Terms"), together with any applicable Ordering Documents, and any amendments, addenda, or supplemental documents expressly incorporated by reference. The Agreement governs the provision and use of Products and Services provided by Perry Weather to Customer.
 2. "Customer" means the individual(s) or entity entering into this Agreement with Perry Weather, as identified in the applicable Ordering Documents, and includes their successors or assigns to the extent permitted by the terms of this Agreement.
 3. "Ordering Documents" or "Ordering Document" means any written or electronic document provided by Perry Weather that specifies the details of the Products and Services to be delivered to the Customer. This includes, but is not limited to, Quotes and Order Forms as defined below, along with any amendments, addenda, or supplements thereto.
 1. "Quote" means a document that outlines the specific Products and Services being offered, along with associated fees.
 2. "Order Form" means a document that includes additional details such as start and end dates, billing period, and other administrative or logistical terms.
 4. "Perry Weather" means Perry Weather, Inc., a corporation organized under the laws of the State of Delaware, and its subsidiaries, affiliates, successors, and assigns.
 5. "Products and Services" means all products, services, solutions, and deliverables provided by Perry Weather, including but not limited to Software, Hardware (whether Subscription or Purchased), Meteorological Consulting, weather-related data, advisory services, training, and any other items or services offered by Perry Weather to Customer.
 1. "Software" means applications or technology other than Hardware provided by Perry Weather, including web-based and mobile applications, alerting services, firmware, or other software.
 2. "Hardware" means physical products provided by Perry Weather, such as outdoor warning systems, weather stations, or other equipment. Hardware is further categorized into Subscription Hardware and Purchased Hardware as defined below. If an Ordering Document does not explicitly specify whether the Hardware is Subscription or Purchased, and the amount shown is on a recurring basis (for example, "per year"), the Hardware will be deemed Subscription Hardware.
 1. "Subscription Hardware" means Hardware that will be owned by Perry Weather, the use of which is provided to Customer on a subscription basis.
 2. "Purchased Hardware" means Hardware that is sold to Customer and will be owned by Customer.



3. "Meteorological Consulting" means weather forecasts, advisory services, or related consulting provided by Perry Weather to the Customer.

2. AGREEMENT.

1. **SCOPE OF AGREEMENT.** Customer desires to contract with Perry Weather to provide Products and Services to support weather monitoring and operations. Perry Weather will provide the Customer with Products and Services as specified in the applicable Ordering Documents. The Customer agrees to use the provided Products and Services solely in accordance with the terms outlined in this Agreement and any accompanying documentation. Customer acknowledges that Perry Weather Products and Services are a tool to be used to support Customer's use case and not meant to be a standalone solution to prevent detrimental outcomes associated with weather related events or other situations.
2. **CONFLICTS AND PRIORITY.** In the event of any conflict between the documents comprising this Agreement, the applicable Order Form shall take precedence inclusive of any addenda, attachments, or additional terms noted on such Order Form, followed by the Quote, and then these PW Terms. Any additional terms or conditions such as purchase order terms or other terms provided by the Customer shall be subordinate to this Agreement, and this Agreement shall govern in the event of any conflict. To the extent a conflict exists, the provisions of the higher-priority document shall control, and the provisions of any lower-priority document shall be deemed subordinate and of no force or effect with respect to the conflicting subject matter.
3. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between Perry Weather and the Customer regarding its subject matter, superseding all prior or contemporaneous communications, agreements, or representations, whether written or oral.

3. PAYMENT.

1. **FEES AND PAYMENT SCHEDULE.** Customer will pay all fees specified in the Ordering Documents and agrees to the payment terms listed in each Ordering Document, as supplemented by these PW Terms. Unless otherwise set forth in an Ordering Document or invoice, payments for invoices are due upon receipt, regardless of whether any associated Hardware has been delivered or installed. Subscription fees are due and payable at the beginning of each subscription period, not in arrears. Payments made by credit card will be subject to an additional processing fee. Check payments should be made to: Perry Weather, 3102 Oak Lawn Ave, Ste 202, Dallas, Texas 75219.
2. **INVOICING FOR PRORATED PERIODS.** If an Ordering Document contains a Prorated Period as defined in Section 4, then the Prorated Period will be invoiced at the start of such Prorated Period, and another invoice will be due on the Standard Billing Cycle Start Date for the Standard Billing Period (e.g. annual).



Standard Billing Cycle Start Date of the most recent Ordering Document.

3. **MULTIPLE ORDERING DOCUMENTS.** This Agreement shall remain in effect so long as any Ordering Document governed by these PW Terms remains active. The termination or expiration of an individual Ordering Document shall not affect the validity or enforceability of any other active Ordering Document.
 4. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement immediately upon written notice if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within 30 days of receiving written notice of the breach.
 5. **EFFECTS OF TERMINATION.** The termination of this Agreement will not entitle Customer to a refund, in whole or in part, of any amounts paid for Purchased Hardware. Upon and after termination or expiration of this Agreement, all licenses and rights of use granted under this Agreement will immediately terminate.
 6. **RETURN OF HARDWARE UPON TERMINATION.** Because Subscription Hardware remains the property of Perry Weather, it is important for Perry Weather to receive it back upon expiration or termination of the applicable Ordering Document to ensure it can be properly serviced and repurposed. Upon termination or expiration of the applicable Ordering Document, Customer agrees to: (i) deliver, at Customer's sole cost and expense, the Subscription Hardware to Perry Weather in good condition, ordinary wear and tear resulting from proper use thereof alone excepted, per instructions provided by Perry Weather at such time; or (ii) allow Perry Weather to enter the premises occupied by the Subscription Hardware to remove such Subscription Hardware. If Customer prefers Perry Weather to handle the uninstallation and retrieval, Customer acknowledges that service fees will apply to cover the cost of Perry Weather labor, travel, and associated expenses.
5. **HARDWARE.**
1. **SUBSCRIPTION HARDWARE.**
 1. **PERRY WEATHER MAINTENANCE.** Perry Weather will be responsible for maintenance and repair to any Subscription Hardware, including parts and shipping but excluding labor and travel (which will be charged at Perry Weather's customary rates), due to defective components or workmanship, or damage or malfunction caused by wind, hail, or lightning. Most parts are designed to be easily replaceable by Customer, minimizing the need for on-site service. To assist Customer, Perry Weather may provide phone and video support to guide Customer through troubleshooting and performing service work, ensuring issues are resolved quickly and efficiently. If onsite service is required, Perry Weather incurs significant expenses for travel and logistics to provide expert support from our technicians, and therefore labor and travel charges are not included in our standard maintenance coverage.



3. **LATE PAYMENTS.** Late payment fees will be charged as follows: one percent (1%) per month will be charged for any payment that is more than 30 days late.
 4. **TAXES.** Prices do not include any applicable sales, use, excise, or other taxes, duties, or government assessments. Customer is responsible for all such taxes arising from this Agreement, except for taxes based on Perry Weather's income or gross receipts. Any taxes that Perry Weather is required to collect and remit will be separately stated on Customer's invoice and must be paid in accordance with the payment terms of this Agreement.
 5. **MARKET RATE ADJUSTMENTS.** To ensure the continued quality and sustainability of Products and Services provided under this Agreement, Perry Weather reserves the right to adjust rates annually. Such adjustments may reflect changes in operating costs due to inflation and other economic factors. During the term of the Agreement, rates are subject to increase annually, limited in non-renewal years to the greater of: the Consumer Price Index for all Urban Consumers (CPI), or five percent (5%).
4. **TERM AND TERMINATION.**
1. **INITIAL TERM.** The initial term of each Ordering Document shall begin on the Order Start Date specified in the applicable Ordering Document and shall continue until the Order End Date specified therein (the "Initial Term"). If the Order Start Date is not specified in the Ordering Document, the Initial Term shall commence on the date of execution of such Ordering Document, or in the absence of such date, the date of execution of this Agreement.
 2. **RENEWAL TERMS.** Unless otherwise specified in an Ordering Document, each Ordering Document shall automatically renew for successive terms equal in length to the Initial Term and exclusive of any Prorated Period (each, a "Renewal Term"), unless either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term.
 3. **SPECIAL SITUATIONS.** The following terms may apply under certain special circumstances described below:
 1. **PRORATED PERIOD.** In some cases, a customer may wish to begin services immediately but align annual invoicing to their fiscal year. Therefore, if an Ordering Document specifies a Standard Billing Cycle Start Date, the "Prorated Period" is the initial partial term from the Order Start Date to the Standard Billing Cycle Start Date. The remainder of the Initial Term continues from the Standard Billing Cycle Start Date until the Order End Date.
 2. **COTERMINOUS RENEWAL.** In some cases, a customer may order additional Products and Services for a term of less than one year to align with an existing renewal cycle. For example, if a customer's renewal cycle starts January 1, and they purchase additional services on August 15, they may specify an Order End Date of December 31 with the intent to align it with the existing cycle. Therefore, the Renewal Term of such an Ordering Document shall align with that of a prior Ordering Document, as indicated by the Order End Date and



2. **CUSTOMER MAINTENANCE.** Except as provided in Section 5.1.1, Customer will be responsible for maintenance and repair to Subscription Hardware (and will pay Perry Weather its normal and customary fees associated with such repairs if performed by Perry Weather), including, but not limited to, damage caused by vandalism, tampering, unauthorized modification or relocation, misuse or accident, damage caused by improper self-installation, or theft.
 3. **MAINTENANCE PROCEDURE.** Customer will promptly notify Perry Weather within five (5) business days following any event or occurrence that would require maintenance or repair to the Subscription Hardware. Perry Weather will have the right at any time, following seventy-two (72) hours prior written notice to Customer, to enter the premises occupied by the Subscription Hardware and will be given free access thereto and afforded necessary facilities for the purpose of inspection and repair.
 4. **OWNERSHIP.** Title to any Subscription Hardware will at all times remain in Perry Weather, and Customer will have only the right to retain the possession of said Subscription Hardware pursuant to the conditions in this Agreement. All additions and improvements to the Subscription Hardware of any kind will automatically and immediately become the property of Perry Weather and subject to the terms of the Agreement.
 5. **ENCUMBRANCE RESTRICTIONS.** Customer will give Perry Weather immediate notice of any claim, levy, lien, or legal process issued against the Subscription Hardware. Customer will not place, nor allow to be placed, the Subscription Hardware in the possession of any other party, save and except to return the Subscription Hardware to Perry Weather. Customer hereby agrees that it will not, nor will it allow, the Subscription Hardware to be encumbered in any form. Customer will not allow any lien to be placed upon the Subscription Hardware, will not pledge the Subscription Hardware as collateral for any debt, current or future, and will immediately notify Perry Weather of any legal actions, proceedings or the threat thereof, which might result in the encumbrance of the Subscription Hardware.
2. **PURCHASED HARDWARE.**
1. **PURCHASED HARDWARE WARRANTY.** Perry Weather warrants that the Purchased Hardware will conform in all material respects to Perry Weather's published specifications for a period of one (1) year from the date of receipt of Purchased Hardware, with such warranty period extendable if an extended warranty is purchased. This warranty applies only to the original Customer and only covers failures due to defects in materials or workmanship that occur during normal operation. It does not cover basic maintenance (such as solar panel cleaning or clearing clogged rain gauges), damage caused by improper self-installation, failures that are caused by products not supplied by Perry Weather, or failures that result from accident,



vandalism, misuse, tampering or abuse, mishandling, unauthorized alteration, modification or relocation, lightning or other weather events, line power surge, or events of Force Majeure. Perry Weather's obligation under this warranty will be limited to exchange or replacement of any Purchased Hardware or parts (excluding labor costs or installation) that prove defective under normal use within one (1) year from date of Customer's receipt of Purchased Hardware, and upon which Perry Weather's examination reveals to Perry Weather's satisfaction to be defective.

3. **ALL HARDWARE.** The provisions of this section are applicable to all Hardware provided by Perry Weather to Customer pursuant to the Agreement, including both Subscription Hardware and Purchased Hardware.
 1. **BATTERY WARRANTY.** Perry Weather warrants that the battery included in Hardware will remain operational for a period of one (1) year from the date of receipt of Hardware, provided that the respective Hardware is fully installed and operational within three (3) months of receipt. Batteries that are not installed within this period are excluded from this warranty as they may experience a reduction in life due to delays in installation.
 1. **BATTERY WINTERIZATION REQUIREMENT.** During winter months, battery life can quickly diminish on solar-charged Hardware that is installed in certain geographical areas, due to extended cloud cover or insufficient sunlight. Therefore, if Customer installs Hardware with a solar-charged battery in an area requiring winterization, proper winterization of the battery is required, otherwise the battery warranty set forth above in Section 5.3.1 will be void. Customer will be advised during the sales and/or onboarding process if Hardware requires winterization. For Hardware requiring winterization, each year, during the period of December 1 through March 31, Customer must elect one of the following winterization options: (i) Manual Winterization: first physically disconnect the solar panel, then remove the battery and store it indoors on a battery maintainer, supplied by Customer, for the duration of the winterization period; or (ii) Remote System Shutoff: Perry Weather will remotely disable the Hardware for the duration of the winterization period. In either case, Perry Weather will provide guidance and support to assist with the selected option.
 2. **HARDWARE USE, ALTERATIONS, AND LOSS.** Customer will use the Hardware in accordance with the Agreement and will comply with all laws, ordinances, regulations, and reasonable instructions from Perry Weather relating to the installation, operation, and maintenance of the Hardware. Customer agrees not to alter, modify, or perform service or maintenance on any Hardware without prior written



permission and instruction from Perry Weather. Failure to follow Perry Weather's instructions regarding self-installation, service, or maintenance will void any applicable warranties. The amount payable under this Agreement will not be reduced by the loss of use of any Hardware. No loss of or damage to the Hardware will impair any obligation of Customer under this Agreement, and all such obligations will continue in full force and effect until otherwise discharged. Customer's sole remedy, and Perry Weather's sole liability, for losses caused by damaged, defective, or malfunctioning Hardware shall be to repair or replace the Hardware subject to the warranties provided herein.

3. **HARDWARE REPAIR SERVICES WARRANTY.** Any Hardware repair and maintenance services performed by Perry Weather are warranted for a period of twelve (12) months from the date of service. Customer's sole remedy, and Perry Weather's sole liability, for inadequate or defective repair or maintenance services is limited to reperforming the services as necessary at no additional cost to the Customer. This warranty does not cover issues arising from unauthorized modifications, misuse of Hardware, or other factors unrelated to the service provided.
4. **HARDWARE RELOCATION.** If Customer desires that Perry Weather physically relocate Hardware after initial installation, additional service fees will apply.
5. **SUPPORT STRUCTURES.** Customer will be solely responsible for the maintenance, upkeep, and repair of all support structures, such as mounts, poles, and related components used in connection with the Hardware. This responsibility applies whether such support structures are pre-existing or newly installed by the Customer or by Perry Weather.
6. **HARDWARE ADVISORIES.** Perry Weather is committed to providing high-quality hardware designed for reliable performance, and advisories described in this section are uncommon. However, if Perry Weather recommends to Customer any repairs, maintenance, or other actions to the Hardware that are necessary to ensure proper operation, and the Customer fails to respond or declines to implement such recommendations within a reasonable timeframe, Perry Weather will not be liable for any resulting damages, malfunctions, or failures caused by the Customer's failure to take the appropriate action. For clarity, this clause does not obligate Perry Weather to monitor or notify the Customer of hardware malfunctions or needed repairs.

6. LICENSE AND INTELLECTUAL PROPERTY.

1. **LICENSE GRANT.** Perry Weather grants Customer a limited, non-exclusive, non-transferable, revocable license to access and use the Products and Services during the term of this Agreement for the purpose of their intended use, solely for Customer's internal business purposes. This license does not



transfer any ownership rights to Customer, nor does it confer any rights beyond those expressly stated in this Agreement. All rights not expressly granted to Customer under this Agreement are reserved by Perry Weather.

2. **OWNERSHIP OF INTELLECTUAL PROPERTY.** Perry Weather retains all rights, title, and interest in and to the Products and Services (excluding title to Purchased Hardware), including all documentation, trademarks, proprietary technology, weather-related data, and all other intellectual property (collectively, "Perry Weather IP"). This includes, without limitation, all improvements, modifications, derivative works, and updates to Perry Weather IP, whether created by Perry Weather or derived from Customer's feedback or suggestions, which are hereby irrevocably assigned by Customer to Perry Weather. Perry Weather is the sole and exclusive owner of all weather-related data collected, generated, or processed through its Products and Services (including Purchased Hardware), regardless of whether it is collected through Customer's use of such products or through other sources. Customer's ownership of Purchased Hardware is limited solely to title to the physical hardware itself. Perry Weather retains all rights, title, and interest in and to any embedded software, firmware, or other intellectual property incorporated in or associated with the Purchased Hardware. The purchase of the hardware does not transfer any rights in or to such intellectual property, which remains the sole property of Perry Weather. Customer may use the embedded software or firmware solely as authorized under this Agreement and solely for the operation of the Purchased Hardware during the term of this Agreement. Any other use is strictly prohibited.
 3. **RESTRICTIONS ON USE.** Customer will not, and will not permit any third party to: (a) decompile, disassemble, reverse engineer, or attempt to derive the source code of the Software or Hardware; (b) copy, modify, adapt, translate, create derivative works of, sublicense, distribute, lease, rent, or otherwise make the Software or Hardware available to any third party; (c) use the Software, Hardware, or Perry Weather IP to develop, train, or assist any competitive service, product, or technology; or (d) remove, alter, or obscure any proprietary notices, labels, or marks on the Software, Hardware, or related documentation.
 4. **TERMINATION OF ACCESS.** Upon termination or expiration of this Agreement, all rights granted to Customer under this Agreement will terminate immediately, and Customer will cease all use of the Products and Services. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either party to this Agreement.
7. **DISCLAIMERS.**
1. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PRODUCTS AND SERVICES, AND DATA DISPLAYED THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE PROVIDED HEREIN,



PERRY WEATHER MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO CUSTOMER, OR TO ANY AUTHORIZED USER OR THIRD PARTY, INCLUDING ANY WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

2. **ACKNOWLEDGEMENT OF WEATHER DATA LIMITATIONS.** Perry Weather strives to provide accurate and reliable weather data; however, due to the inherent complexities of meteorology and environmental factors, it is important to acknowledge certain limitations. Weather and environmental data, including temperature, wet bulb globe temperature (WBGT), lightning detection, and other data, are inherently subject to variability and uncertainty due to the nature of meteorology and measurement limitations. Even when data is sourced from on-site sensors provided by Perry Weather, errors, inaccuracies, or delays may occur due to equipment malfunction, environmental interference, software errors, or factors outside Perry Weather's control. Perry Weather does not and cannot guarantee that any weather-related data, alerts, or recommendations will be error-free, uninterrupted, or precise.
 3. **ACKNOWLEDGMENT OF SERVICE LIMITATIONS.** Perry Weather provides advisory tools to assist with decision-making and enhance safety. However, these tools are not a substitute for independent judgment, additional safety measures, or common sense. While Perry Weather strives for accurate and timely data, Perry Weather makes no representation that data provided will be precise. Products and Services are provided on an "as is" and "as available" basis, as provided in this Agreement. Any reliance on Perry Weather's offerings is at the sole risk of the Customer. Customers should always consider multiple factors and resources when making critical decisions.
 4. **LIABILITY WAIVER.** PERRY WEATHER WILL NOT BE HELD LIABLE FOR ANY CONSEQUENCES, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE, ARISING FROM RELIANCE ON ITS PRODUCTS AND SERVICES, INCLUDING DATA, ALERTING, AND RECOMMENDATIONS. BY USING PERRY WEATHER'S PRODUCTS, CUSTOMER ASSUMES ALL ASSOCIATED RISKS. EXPERIENCE HAS PROVEN THAT THE TIMELINESS, RESOLUTION AND MANNER IN WHICH LIGHTNING DATA IS DISPLAYED DOES NOT SOLELY SUPPORT THE EFFECTIVE OR RELIABLE USE OF THE DATA IN MAKING DECISIONS OF AN IMMEDIATE OR SHORT-TERM NATURE THAT INVOLVE THE SAFETY OF PERSONNEL OR ASSETS. ANY SUCH APPLICATIONS OR SIMILAR USES BY CUSTOMERS ARE DONE AT THE RISK OF THE USER AND ARE NEITHER CONDONED NOR RECOMMENDED BY PERRY WEATHER, VAISALA (PERRY WEATHER'S SUPPLIER OF LIGHTNING DATA), VAISALA'S SUPPLIERS, OR PERRY WEATHER'S OTHER THIRD-PARTY PROVIDERS.
8. **LIMITATION OF LIABILITY.**



1. **GENERAL LIMITATION.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, PERRY WEATHER'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING DEFENSE AND INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9, SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO PERRY WEATHER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.
 2. **EXCLUSION OF CERTAIN DAMAGES.** IN NO EVENT SHALL PERRY WEATHER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, REPUTATIONAL HARM, LOSS OF DATA, OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.
 3. **CUSTOMER RESPONSIBILITY.** PERRY WEATHER'S LIABILITY DOES NOT EXTEND TO CLAIMS, DAMAGES, OR LOSSES ARISING FROM: (I) THE CUSTOMER'S FAILURE TO FOLLOW RECOMMENDATIONS, PERFORM MAINTENANCE, OR ADDRESS ADVISORIES REGARDING THE PRODUCTS AND SERVICES; (II) UNAUTHORIZED MODIFICATIONS OR IMPROPER INSTALLATION OF HARDWARE BY THE CUSTOMER; AND (III) USE OF PRODUCTS AND SERVICES, INCLUDING DATA, IN A MANNER INCONSISTENT WITH THE DOCUMENTATION OR GUIDELINES PROVIDED BY PERRY WEATHER.
 4. **SURVIVAL OF LIMITATIONS.** THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND APPLY TO ALL CLAIMS ARISING FROM THIS AGREEMENT, REGARDLESS OF WHEN THEY OCCUR.
9. **INDEMNIFICATION.**
1. **PERRY WEATHER OBLIGATIONS.** Perry Weather will defend and indemnify Customer for any amount finally awarded by a court of competent jurisdiction or agreed by Perry Weather in a settlement regarding any third-party claim, suit, or proceeding arising out of or alleging (i) that Customer's use of the Products and Services infringes a United States patent or copyright, or (ii) personal injury or property damage related to Perry Weather's gross negligence or willful misconduct when any Perry Weather employee or contractor is on-site at Customer's premises (the "PW Indemnified Claims"). The foregoing states the entire liability of Perry Weather with respect to infringement of patents or copyrights by any Products and Services provided by Perry Weather. The PW Indemnified Claims do not include, and Perry Weather's indemnification and defense obligations do not apply to, any claim, suit, loss, or proceeding to the extent that it arises out of: (i) Customer's breach of this Agreement, gross



negligence, or willful misconduct, (ii) events of Force Majeure, or (iii) data, software, or hardware originating from a party other than Perry Weather.

2. **CUSTOMER OBLIGATIONS.** To the extent permitted by law, Customer agrees to indemnify, defend and hold Perry Weather, its affiliates, and their respective officers, directors, employees and agents harmless from and against all third-party claims, losses, liabilities, damages, expenses and costs, including attorney's fees and court costs, arising out of or resulting from personal injury or property damage (i) due to self-installation of Hardware by Customer or that arises from Customer's gross negligence or willful misconduct, (ii) that are attributable to any acts or omissions of Customer while using or otherwise accessing the Products and Services, or (iii) that arises from Customer's breach of its obligations under this Agreement.

3. **INDEMNIFICATION PROCEDURE.** The party seeking indemnification will provide the indemnifying party with prompt written notice of any claim and give complete control of the defense and settlement of the indemnifying party, and will cooperate with the indemnifying party, its insurance company, and its legal counsel in its defense of such claim(s); if, however, Perry Weather is indemnifying Customer for a claim that the Products and Services infringe the intellectual property rights of a third party, Perry Weather will have complete control of the defense and settlement of said claim. This indemnity will not cover any claim in which there is a failure to give the indemnifying party prompt notice to the extent such lack of notice prejudices the defense of the claim. In the defense or settlement of a claim, or if use of the Products and Services is enjoined, Perry Weather may, at its expense and option: (a) procure for Customer the right to continue using the Products and Services; (b) replace or modify the Products and Services so they become non-infringing; or if neither of these is practical, (c) grant Customer a credit for the Purchased Hardware as depreciated and accept return of the Purchased Hardware as applicable. Depreciation will be an equal yearly amount over the lifetime of the Purchased Hardware, as determined by Perry Weather. Perry Weather will not be liable to Customer for any claim that is based upon: (i) use of the Products and Services in modified form or in a manner for which they were not designed; (ii) use of the Products and Services in combination with goods or services not provided by Perry Weather; (iii) use of the Products and Services in practicing any process; or (iv) the furnishing to Customer of any information, service or applications assistance.

10. DISPUTE RESOLUTION AND GOVERNING LAW.

1. **GOVERNING LAW.** The validity, construction, and interpretation of the terms and conditions herein and all rights and duties of Perry Weather and Customer, and all matters related to the Products and Services covered by this Agreement, will be governed by the substantive laws of the State of ~~Texas~~ without regard to conflict of laws rules that would confer the matter in question to a state other than ~~Texas~~ ("Governing Law").

*See All Hand
terms in
order form*


(Handwritten mark)

Illinois

Illinois

(Handwritten mark)

See Additional
terms section
in order form

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~~Dallas, Texas~~
Dallas County TX
2. **VENUE.** The parties agree that any legal action, proceeding, or arbitration arising under this Agreement shall be brought exclusively in ~~Dallas, Texas~~ ("Venue Location").
 3. **ARBITRATION.** Other than a suit for injunctive relief, any dispute, controversy or claim arising out of or related in any manner to this Agreement which cannot be amicably resolved by the parties will be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Any claim will be brought individually on behalf of the person or entity seeking relief, not on behalf of a class or other persons or entities not participating in the arbitration and will not be consolidated with the claim of any other person. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof in Venue Location. The arbitration will take place before a panel of one (1) arbitrator sitting in Venue Location. The arbitrator will make the initial determination of whether a dispute between the parties is subject to this arbitration clause or is otherwise required to be arbitrated. The language of the arbitration will be English. The arbitrator will be bound to adjudicate all disputes in accordance with the Governing Law. The decision of the arbitrator will be in writing with written findings of fact and will be final and binding on the parties. Any claim shall be brought individually on behalf of the person or entity seeking relief, not on behalf of a class or other persons or entities not participating in the arbitration, and shall not be consolidated with the claim of any person who is not asserting a claim arising under or relating to this Agreement. Notwithstanding any language to the contrary in this Agreement, the parties hereby agree that any award issued by the arbitrator (the Underlying Award") may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); that the Underlying Award rendered by the arbitrator(s) shall, at a minimum, be a reasoned award; and that the Underlying Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof. This section provides the sole recourse for any disputes arising out of, in connection with, or related to this Agreement, except that a party may seek a preliminary injunction or other injunctive relief in any federal or state court of competent jurisdiction in Venue Location if in its reasonable judgment such action is necessary to avoid irreparable harm, and each party hereby submits to the jurisdiction of such courts. This section shall not apply to proceedings before administrative law tribunals (e.g., inter partes review before the Patent Trial and Appeal Board).
 4. **ATTORNEYS' FEES.** In the event that any party institutes any legal suit, action, or proceeding, including arbitration, against the other party to enforce the covenants contained in this Agreement (or obtain any other remedy in respect of any breach of this Agreement), the prevailing party in the suit,



action, or proceeding will be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

11. SECURITY, DATA, AND PRIVACY.

1. **CONFIDENTIAL INFORMATION.** As used in this Agreement, "Confidential Information" means all trade secrets, data, information about pricing, forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if (A) the disclosing party has taken reasonable measures to keep such information confidential; and (B) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information. Confidential Information shall not include any information which (A) was publicly known prior to the time of disclosure by the disclosing party, or becomes publicly known after disclosure by the disclosing party through no action or inaction of the receiving party in violation of this Agreement; (B) is already in the possession of the receiving party at the time of disclosure by the disclosing party; (C) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (D) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.
2. **USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION.** The receiving party will only use and disclose the disclosing party's Confidential Information as reasonably necessary to deliver or use the Products and Services, or as otherwise reasonably necessary to comply with this Agreement or applicable law. Any other use or disclosure to a third-party is prohibited unless expressly permitted in writing by the disclosing party. The receiving party agrees to hold the disclosing party's Confidential Information in strict confidence and use reasonable measures to protect it as confidential. The receiving party shall be permitted to disclose Confidential Information to third-parties only to the extent required by law, provided that the receiving party gives the disclosing party prompt written notice of such requirement and upon the request of the disclosing party, the receiving party cooperates in good faith and at the expense of the disclosing party in any reasonable and lawful actions which the disclosing party takes to resist such disclosure or limit the information to be disclosed.
3. **OTHER DATA.** As part of its network of weather stations, Perry Weather may share weather data and imagery collected from Hardware with its broader customer base to enhance the overall value of the network. Customer also benefits from access to this aggregated network of data.



Customer acknowledges and agrees that all weather data and imagery collected from Hardware is owned exclusively by Perry Weather and does not constitute Confidential Information of Customer. Perry Weather may use, share, and distribute such data and imagery at its sole discretion.

4. **SECURITY RESPONSIBILITIES AND ACCESS.** Perry Weather and Customer each agree to take commercially reasonable measures to protect their respective systems and Confidential Information. Perry Weather is responsible for implementing and maintaining adequate safeguards to protect the security, confidentiality, and integrity of the Products and Services, including access controls and monitoring. Customer shall ensure that access credentials, systems, and devices under its control are protected against unauthorized access or use and will promptly notify Perry Weather of any suspected security issues related to its use of the Products and Services. Each party agrees to cooperate in good faith to address any security concerns that may arise.
5. **SECURITY INCIDENT NOTIFICATION.** In the event Perry Weather becomes aware of a confirmed security incident that materially impacts the confidentiality, integrity, or availability of Confidential Information, Perry Weather will use commercially reasonable efforts to notify Customer as soon as reasonably practicable. Such notification may include a summary of the incident and any steps Perry Weather is taking to address it. Perry Weather will provide additional information as it becomes available, to the extent reasonably necessary for the Customer to meet its own regulatory or business obligations.
6. **USE OF THIRD-PARTY PROCESSORS.** Perry Weather may engage third-party service providers to assist in delivering its Products and Services, including for hosting, data processing, and other operational purposes. Perry Weather will take reasonable steps to ensure that such third-party providers implement security and confidentiality measures appropriate to the nature of their services and the sensitivity of Customer's Confidential Information. Upon request, Perry Weather will provide additional details about its use of third-party processors, subject to reasonable confidentiality restrictions.
7. **DATA RETENTION AFTER TERMINATION.** Upon termination or expiration of this Agreement, Perry Weather may retain Customer-related data necessary for operational, archival, or backup purposes. This includes data collected from Hardware, which remains the property of Perry Weather and may continue to be used as part of Perry Weather's network of weather stations. Any retained data will be safeguarded in accordance with the confidentiality and security standards set forth in this Agreement. Retention of Customer-related data will be limited to what is necessary to fulfill Perry Weather's legal, regulatory, or business obligations, or to maintain the integrity of its systems and backups.
8. **PRIVACY POLICY.** Perry Weather's collection, use, retention, and protection of data, including any Customer-related data, is governed by Perry Weather's "Privacy Policy", which is incorporated into this Agreement by reference. The Privacy Policy outlines Perry Weather's practices



regarding the confidentiality, security, and retention of data. By entering into this Agreement, the Customer acknowledges and agrees to the terms of the Privacy Policy as it may be updated from time to time. The current version of the Privacy Policy is available at <https://perryweather.com/privacy/>. Any material changes to the Privacy Policy will be communicated in accordance with the terms set forth in the Privacy Policy.

12. GENERAL PROVISIONS.

1. **ASSIGNMENT.** Except to the extent assigned as a part of the bona fide sale of all or substantially all of its assets or as a part of a merger, division, sale, or other corporate transaction in any case not effected for the purpose of avoiding obligations under this Agreement, neither party will assign this Agreement, or any interest in this Agreement, without the other party's prior written consent, which consent will not be unreasonably withheld. Except in connection with a permitted assignment, Customer will not provide access to Products and Services, or any part of it, to any third parties without Perry Weather's prior written consent, which consent will be in Perry Weather's sole discretion. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
2. **EXTRAORDINARY CIRCUMSTANCES.** Perry Weather will not be held liable for delays, interruptions, nonperformance, or failures in service resulting from factors beyond its control, including but not limited to work stoppages, pandemics, floods, lightning, government regulations, cyber-attacks, brute force attacks, acts of terrorism, Acts of God, internet outages, server failures, third-party data provider disruptions, espionage, sabotage, or any other causes beyond its reasonable control (collectively, "Force Majeure").
3. **EQUITABLE REMEDIES.** The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties will be entitled to seek equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity. Perry Weather's pursuit of equitable relief does not preclude the recovery of damages for any breach of this Agreement.
4. **NOTICES.** All notices, requests, consents, claims, demands, advisories, waivers, and other communications under this Agreement (each, a "Notice") will be in writing to the parties at the addresses set forth in the Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices will be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email, or certified or registered mail with return receipt requested and postage pre-paid. Notices sent to Customer may also be delivered by email to software users of Customer with a permission level designated as "Admin." Email notices sent to Perry Weather shall be delivered to legal@perryweather.com, unless otherwise specified in the Agreement. Except as otherwise provided in this Agreement, a Notice is effective only (a)

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upon receipt by the receiving party, and in the case of email, upon delivery of such email, and (b) if the party giving the Notice has complied with the requirements of this section.

5. **SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
6. **WAIVER.** No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
7. **RELATIONSHIP OF THE PARTIES.** Nothing herein will be construed to create a joint venture or partnership between the parties hereto or an employee/employer or agency relationship. Neither party hereto will have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.
8. **SURVIVAL.** Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, will so survive regardless of the cause and even if resulting from the material breach of either party to this Agreement. This includes, but is not limited to, provisions related to indemnity, limitation of liability, warranty disclaimers, ownership of intellectual property, and dispute resolution. Each of the sections contained in this Agreement will be enforceable independently of every other section in this Agreement, and the invalidity or non-enforceability of any section will not invalidate or render unenforceable any other section contained in this Agreement.
9. **AMENDMENTS.** Perry Weather is continually evolving its Products and Services to deliver additional value to customers, and from time to time, this may require updates to these PW Terms to reflect those changes or address other business needs. Therefore, Perry Weather may amend this Agreement from time to time by sending Customer written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Customer first gives Perry Weather written notice of rejection of the amendment. In case of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Customer's next renewal term following the Proposed Amendment Date (unless Customer first



terminates this Agreement). This Agreement may not be amended in any other way except through a written agreement signed by Perry Weather and Customer.

10. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which when executed will be deemed to be an original but all of which will constitute one and the same Agreement. This Agreement may also be accepted and executed through a signed Ordering Document, which references and incorporates these terms.
11. **NO RELIANCE ON REPRESENTATIONS, WARRANTIES, AND STATEMENTS.** Customer acknowledges that it is not relying on any representation, warranty, or statement not expressly set forth in this Agreement or written communications expressly incorporated herein.



