

## LICENSE FOR WEATHERSHIFT™ DATA

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### **Considerations**

- The WeatherShift tool was built to provide access to future projected weather Data that have taken information into account from select global climate models. These climate models are from reputable sources but are the responsibility of third parties and the models and underlying Data have not been checked by Arup. The user is responsible and liable for all inferences made from this Data.
- Climate models can help consider possible future climate scenarios or outcomes, but no model that attempts to project the future can do so with certainty. Actual events may not occur as expected, and the differences may be material. As such, Arup cannot and does not make any representation or warranty, express or implied, regarding the accuracy or completeness of any such models, nor any

projections, forecasts or estimates, and Arup accepts no responsibility for the realisation of the same.

- The WeatherShift tool produces EPW (EnergyPlus Weather) Data. These can be converted as needed at the user's risk.
- The WeatherShift tool produces DD (Design Day) Data in a standardized table format initial develop by ASHRAE. These can be converted as needed at the user's risk.
- The WeatherShift tool provides access to rainfall intensity, duration, frequency (IDF) and time-series Data. These can be converted as needed at the user's risk.
- At the present time, the WeatherShift tool shifts only certain time series Data. All header information in Weather Files (not applicable to IDF or rainfall time series), including design day information, remains unchanged from the original weather file.

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Licensee agrees to treat the Data as confidential and use the same standard of care to maintain the confidentiality as they would be Licensee confidential information.

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- (b) loss of profits, revenue, contracts or anticipated savings;

- (c) loss arising out of any delay or loss of time; or
- (d) loss or damage arising from loss, damage or corruption of any data.

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Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

### **Severability**

If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or

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