

# GDM REAL-TIME WEATHER FORECASTING EXPERIMENTAL DATA

## TERMS OF USE

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*Google makes available weather forecasting experimental data produced by Google DeepMind's (GDM) machine learning models. These [GDM Real-Time Weather Forecasting Experimental Data Terms of Use](#) apply to any data that relates to a time no more than 48 hours ago (see "TERMS OF USE" below).*

*Any data that relates to a time more than 48 hours ago is licensed under the [Creative Commons Attribution International License, Version 4.0](#) (CC BY 4.0).*

*If you have any questions on using this weather forecasting experimental data, or would like to use it for purposes not currently permitted under these terms, please contact [weathernext@google.com](mailto:weathernext@google.com).*

### TERMS OF USE

These terms of use ("**Terms**") apply to any meteorological experimental information provided by Google that relates to a time that is no more than 48 hours in the past (the "**Real-Time Experimental Data**"). This includes information made available through the Earth Engine Catalog ([here](#) and [here](#)), Big Query ([here](#) and [here](#)), Weather Lab ([here](#)) and other webpages or cloud storage buckets that link to these Terms.

By accessing or using the Real-Time Experimental Data, or otherwise accepting these Terms, you agree to be bound by these Terms as modified from time to time.

The Terms are an agreement between you and (i) if you are from a country in the European Economic Area or Switzerland, Google Ireland Limited, or (ii) otherwise, Google LLC. If you are accessing or using the Real-Time Experimental Data for or on behalf of a legal entity you represent and warrant that you have the authority to act on behalf of and bind that entity to these Terms.

Please read these Terms carefully. They establish what you can expect from us as you access and use the Real-Time Experimental Data, and what Google expects from you. When we say "**you**" or "**your**", we mean the individual or legal entity using the Real-Time Experimental Data. When we say "**we**", "**us**" or "**Google**", we mean the entities that belong to the Google group of companies, which means Google LLC and its affiliates.

### Section 1: Eligibility

You may not access and use the Real-Time Experimental Data and may not accept the Terms if:

- (a) you do not have the legal capacity to enter into these Terms (for example, if you are not of sufficient age);

- (b) entering into or performing your rights or obligations under these Terms would violate any agreement you have with a third party or any third-party rights; or
- (c) you are (i) a resident of a Japan, South Korea, Indonesia, Cuba, Iran, North Korea, Syria, Crimea and the so-called Donetsk People's Republic and Luhansk People's Republic (each a "**Restricted Country**"), (ii) ordinarily resident in a Restricted Country, or (iii) otherwise prohibited by applicable export controls, sanctions programs or legal restrictions from accessing or using the Real-Time Experimental Data.

In order to verify your access and use of the Real-Time Experimental Data, we may from time-to-time ask for information from you, including verification of your name, legal entity, and other identifying information. Any information provided by you to Google in relation to these Terms, including in order to request access to the Real-Time Experimental Data, must be correct and current (and can be updated any time by emailing [weathernext@google.com](mailto:weathernext@google.com)). Google will process any personal data you provide in accordance with the [Google Privacy Policy](#).

## **Section 2: Use of the Real-Time Experimental Data**

Subject to your compliance with these Terms and [Google's Generative AI Prohibited Use Policy](#), you may access, use and modify the Real-Time Experimental Data solely for the following purposes:

- (a) any internal purpose;
- (b) to create and share a Value Added Service in accordance with Section 3;
- (c) to share the Real-Time Experimental Data with:
  - (i) clearly identified third parties via controlled distribution (which does not enable onward sharing), solely for educational purposes;
  - (ii) your subsidiaries which are directly controlled by you by means of you holding the majority of the voting rights ("**Subsidiaries**"); and
  - (iii) a person or entity that enters a contract with you to provide services to you which require access to the Real-Time Experimental Data ("**Contractors**").

We grant you a non-exclusive, royalty-free, revocable, non-transferable and non-sublicensable (except as expressly permitted in these Terms) license to any intellectual property rights we have in the Real-Time Experimental Data to the extent necessary for these purposes.

## **Section 3: Value Added Services**

Subject to any intellectual property rights Google has in the Real-Time Experimental Data, Google will not claim ownership of any Value Added Service. However, Google reserves all rights to develop its own Value Added Services.

In these Terms, “**Value Added Service**” means any product, service, graphic, visualisation or other material (“**Service**”) that is:

- (i) derived from or based upon the Real-Time Experimental Data; and
- (ii) created for a specific purpose or use case that cannot be achieved by utilising the Real-Time Experimental Data separately from the Service.

For the avoidance of doubt, the following do not constitute a Value Added Service:

- (i) a Service that merely allows for the access to, or download or retrieval of, unmodified Real-Time Experimental Data such as web, file or peer-to-peer sharing or hosting, or sharing via email, VPN, social media or API; or
- (ii) material resulting from the colouring, formatting, compressing, fixed or arbitrary percentage adjustment, geometric transformation, sub-setting of areas, or custom combinations of time-steps, parameters or model runs of Real-Time Experimental Data. Such material is considered unmodified Real-Time Experimental Data for the purposes of these Terms.

#### Sharing Non-Retrieveable Value Added Services

This section applies to Value Added Services from which the Real-Time Experimental Data cannot be retrieved or reverse engineered without significant technical effort or expense (“**Non-Retrieveable VAS**”). You may share a Non-Retrieveable VAS with third parties, including by publication.

#### Sharing Retrieveable Value Added Services

This section applies to Value Added Services from which the Real-Time Experimental Data can be retrieved or reverse engineered without significant technical effort or expense (“**Retrieveable VAS**”). You may only share a Retrieveable VAS, along with any element or portion of the Real-Time Experimental Data strictly required for the Retrieveable VAS to work or be correctly interpreted by end-users, via controlled transmission or supply to clearly identified and known third parties, who may only use the Retrieveable VAS for their own internal purposes, and do not further share them, or use them to generate a Value Added Service.

For the avoidance of doubt, this includes the right to share Retrieveable Value Added Service with Subsidiaries and Contractors.

### **Section 4: Additional Requirements for Sharing**

#### **(a) Real-Time Experimental Data and Retrieveable VAS**

In addition to complying with Sections 2 and 3, any sharing of Real-Time Experimental Data or Retrieveable VAS must be accompanied by:

- (i) a copy of these Terms;

- (ii) a “Legally Binding Terms of Use” text file that contains the following notice: “By using this information, you agree to the Terms of Use found at <https://storage.googleapis.com/weathernext-public/terms-of-use.pdf>”;
- (iii) a prominent copyright notice: “Copyright 2024-5 Google LLC”; and
- (iv) notice of any modifications that you make.

You must not provide any additional or different provisions relating to use of Real-Time Experimental Data or Retrievable VAS that conflict with these Terms.

#### **(b) Findings from Real-Time Experimental Data and Non-Retrievable VAS**

If you disclose findings arising from the Real-Time Experimental Data or share Non-Retrievable VAS, you must cite the Google product or service you used to access the Real-Time Experimental Data and “© 2024-5 Google LLC, whose machine learning models were used to create the experimental data made available under the following licence terms <https://storage.googleapis.com/weathernext-public/terms-of-use.pdf>. This data is intended for experimental modelling only and is not intended, validated, or approved for real world use.”

#### **Section 4: Use Restrictions**

You must not use the Real-Time Experimental Data or Value Added Service:

- (a) in a manner that contravenes or contradicts these Terms, including for any restricted uses set out in [Google’s Generative AI Prohibited Use Policy](#);
- (b) in a Restricted Country, including: (i) if you are currently or ordinarily resident in a Restricted Country; or (ii) by otherwise making these available in a Restricted Country; or
- (c) in violation of applicable laws and regulations.

To the maximum extent permitted by law and without limiting any of our other rights, Google reserves the right to restrict usage of the Real-Time Experimental Data that Google reasonably believes is in violation of these Terms.

#### **Section 5: Suspension or Termination**

We may at any time suspend or terminate your right to use and your access to the Real-Time Experimental Data because of (among other serious grounds) your failure to comply with these Terms.

If Google terminates your rights to use the Real-Time Experimental Data, you:

- (a) must delete and cease any use (including sharing) of Real-Time Experimental Data and Value Added Services in your possession or control;

- (b) must notify all third party recipients of the Value Added Service that you no longer have the right to provide the Value Added Service to them and that they must cease use of Value Added Service; and
- (c) are prohibited from submitting another application to use the Real-Time Experimental Data.

You are free to stop using the Real-Time Experimental Data at any time. If you do stop using the Real-Time Experimental Data, we'd appreciate knowing why (via emailing [weathernext@google.com](mailto:weathernext@google.com)) so that we can continue to improve our technologies.

## **Section 6: Disclaimers and Liability**

### **(a) Disclaimers**

**The Real-Time Experimental Data is approximate and for informational purposes only. It is provided on an "as is" basis, without warranties or conditions of any kind, either express or implied, including any warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose and not intended for consumer use. You are solely responsible for determining the appropriateness of accessing, using or modifying the Real-Time Experimental Data, or accessing, using, creating or sharing any Value Added Service and assume any and all risks associated with such use or distribution and your exercise of rights and obligations under these Terms. You and anyone you share Value Added Services with are solely responsible for these and their subsequent uses.**

**The Real-Time Experimental Data contains predictions generated using Google's machine learning models as part of an experimental research project. Unless otherwise stated, the Real-Time Experimental Data (i) is not based on data published by; (ii) has not been produced in collaboration with; and (iii) has not been endorsed by any government meteorological agency or department and in no way replaces official alerts, warnings or notices published by such agencies or departments.**

You will not make any representation to any third party concerning the Real-Time Experimental Data (including as to its accuracy) which are components of the Value Added Services that are incompatible with these Terms.

Nothing in these Terms constitutes or may be construed as permission to assert or imply that you or your Value Added Services, or that your use of the Real-Time Experimental Data, are in any way sponsored, endorsed, or granted official status by Google or any meteorological agency or department and you will not claim or imply the same to any third party.

### **(b) Liabilities**

If you are a legal entity, to the extent allowed by applicable law, you'll indemnify Google and its directors, officers, employees and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to your unlawful use

of the Real-Time Experimental Data or your Value Added Service or violation of these Terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees, except to the extent a liability or expense is caused by Google's breach, negligence, or willful misconduct. If you're legally exempt from certain responsibilities, including indemnification, then those responsibilities don't apply to you under these Terms.

In no event will Google be liable to you for any losses, costs, expenses or damages, including any direct, indirect, consequential, exemplary, or punitive damages or loss of profits of any kind arising out of or in relation to these Terms or use of the Real-Time Experimental Data or sharing of any Value Added Service, regardless of whether Google has been advised of the possibility of such damages, and regardless of whether such damages arise under contract, tort (including negligence), product liability, or otherwise. Google's total, aggregate liability for all claims arising out of or in connection with these Terms, the Real-Time Experimental Data or any Value Added Service, including for its own negligence, is limited to USD 500.

## **Section 7: Changes**

We may change or discontinue the Real-Time Experimental Data at our sole discretion and we will endeavour to give you reasonable notice prior to any such changes.

We may also update these Terms and the access mechanism for the Real-Time Experimental Data at any time. Changes will generally become effective 14 days after they are posted. However, changes addressing functionality or made for legal reasons will be effective immediately.

We do not currently charge for your access to the Real-Time Experimental Data. However, we reserve the right to charge reasonable fees on providing you with at least one month's prior written notice.

If you do not agree to any changes in accordance with this Section 7, such as modified Terms or fees, you must stop using the Real-Time Experimental Data immediately, except that you may continue to provide a Value Added Service based on or derived from the Real-Time Experimental Data accessed prior to this change in accordance with the version of the Terms that applied at the time of access and utilise copies of the Real-Time Experimental Data accessed prior to this change for this purpose, except where we suspended or terminated these Terms in accordance with Section 5.

## **Section 8: Additional Provisions**

If you choose to give us feedback, such as suggestions to improve the Real-Time Experimental Data or Google's machine learning models used to generate the Real-Time Experimental Data, we may act on your feedback without obligation to you.

By law, you have certain rights that can't be limited by a contract. These Terms are in no way intended to restrict those rights.

These Terms describe the relationship between you and Google. They don't create any legal rights for other people or organizations, even if others benefit from that relationship under these terms.

Nothing in these Terms grants you any rights to use Google's trade marks, trade names, logos or to otherwise suggest endorsement or misrepresent the relationship between you and Google.

If it turns out that a particular term is not valid or enforceable, this will not affect any other terms.

In these Terms, "**including**" means "including without limitation".

If you don't follow these Terms, and we don't take action right away, that doesn't mean we're giving up any rights that we may have, such as taking action in the future.

These Terms state all the terms agreed between you and Google and supersede all other agreements relating to their subject matter as of the date of acceptance of these Terms. We will not be bound by any additional terms or conditions communicated by you, unless expressly agreed in writing.

These Terms are governed by California law and each party agrees to the exclusive jurisdiction of Santa Clara County, California, USA. To the extent that applicable local law prevents certain disputes from being resolved in a California court, you and Google can file those disputes in your local courts. If applicable local law prevents your local court from applying California law to resolve these disputes, then these disputes will be governed by the applicable local laws of your country, state, or other place of residence.