

ECMWF Real-time Products Information

This document outlines key points related to the provision, purchase, and use of ECMWF real-time Products. This document should be read in conjunction with the ECMWF Product Distribution Rules.

Open and free products

The following Valid (real-time) Products/Advanced Web Services are available under the Creative Commons CC-BY-4.0 licence (<https://creativecommons.org/licenses/by/4.0/legalcode>) and are free of Information Cost. However, if delivered by ECMWF Services (such as ECMWF Production Data Store (ECPDS)), service and/or delivery charges may apply:

- WMO Essential: <https://www.ecmwf.int/en/forecasts/datasets/wmo-essential>
- ECMWF Open data: <https://www.ecmwf.int/en/forecasts/datasets/open-data>
- ECMWF AIFS data: <https://www.ecmwf.int/en/forecasts/dataset/aifs-machine-learning-data>
- Open Charts: <https://charts.ecmwf.int/>
- Open WMS Layers labelled 'Open' (<https://eccharts.ecmwf.int/tools/layer-list/>)

For the aforementioned Valid Products/Advanced Web Services, you may:

- **Share** — copy and redistribute the material in any medium or format
- **Adapt** — remix, transform, and build upon the material
- for any purpose, even commercially.

You must:

- **Attribute** — You must give appropriate credit, provide a link to the licence, and indicate if changes were made. You may do so in any reasonable manner, but not in any way that suggests the licensor endorses you or your use.
- **Not enforce additional restrictions** — You may not apply legal terms or technological measures that legally restrict others from doing anything the licence permits.

Products/Advanced Web Services that are NOT open and free

Any real-time Product/Advanced Web Service that is **not** listed above is subject to the ECMWF Standard Licence Agreement contained within this document.

Under the ECMWF Standard Licence Agreement, Service Providers may:

- **Create, distribute and broadcast** Non-Retrieveable Value Added Services to any user, including other Service Providers
- **Create and distribute** Retrieveable Value Added Services to End Users only

You must:

- **Attribute** — You must give appropriate credit, according to Article 8 of the ECMWF Standard Licence Agreement, but not in any way that suggests the Licensor endorses you or your use of the Products.

You must not:

- **Redistribute** — ECMWF prohibits the redistribution of Valid real-time Products, except for where permitted according to your licence type and the relevant articles (i.e. to Contractors and Subsidiaries).

To be noted that **in principle** under the ECMWF Standard Licence Agreement, the Licensee of the Advanced Web Services can be an **End User only**, namely the Licensee can use the Advanced Web Services for its own internal commercial or industrial purposes or for Personal Use.

ECMWF has prepared **Guidelines for the Interpretation of the ECMWF Standard Licence Agreement** which should be read in conjunction with the ECMWF Standard Licence Agreement:
<https://www.ecmwf.int/en/forecasts/access-forecasts/use-cases-and-licence-conditions/guidelines-interpretation-rules-and-standard>

ANNEX 1.

AGREEMENT TYPE

- ☐ End User
- ☒ Service Provider/
Broadcaster/Publisher
- ☐ Research or
Educational User
- ☐ NMHS Non-
Commercial
- ☐ Council
Approved
User

MAXIMUM CHARGE LICENCE HOLDER

- ☒ Yes
- ☐ No

HIGH FREQUENCY PRODUCTS

- ☒ Yes
- ☐ No

DATA DELIVERER

- ☒ NMS Delivery
- ☐ ECMWF Delivery

VOLUME BAND

| DATA VOLUME | |
|--------------|---------|
| Product | Daily |
| volume: | |
| Up to 100 GB | N/A |
| Every 10 GB | |
| thereafter | 2 000 € |

SERVICE PACK

NHMS

DURATION

Commencement date of agreement: 01.01.2025

Termination date of agreement: 31.12.2025

| FEES | Annual | One-off |
|---|------------|---------|
| Information Charge | 47 500 | N/A |
| High Frequency Information Charge | 8 000 | N/A |
| Service Charge (Volume fee + service pack) | 15 800 | N/A |
| Sub Total Fees | 71 300 | N/A |
| | Total Fees | 71 300 |

Listed prices are without VAT, the applicable VAT will be added.

INVOICING AND PAYMENT SCHEDULE

"Upon receipt of invoice"

Payment scheme
Invoices will be issued according to the following schedule:

| | | |
|----|--|---------------|
| 1. | Invoice (Until the end of February 2025) for | 17 825,00 EUR |
| 2. | Invoice (Until the end of May 2025) for | 17 825,00 EUR |
| 3. | Invoice (Until the end of August 2025) for | 17 825,00 EUR |
| 4. | Invoice (Until the end of November 2025) for | 17 825,00 EUR |

The Licensee shall pay the amount due within 30 days of receipt of the relevant invoice

SCOPE OF USE

N/A

DISTRIBUTION OF PRODUCTS TO SUBSIDIARIES

N/A

The Initial Schedule of Products

C4 stream

Base times : 00, 06, 12, 18

single level

parameters: ssrd, dsrp time-steps: T+0 to T+90 by 1 grid: 0.1deg area: 70/-180/-60/180

C2 stream

Base times : 00, 12

single level

parameters: 2t, 2d, 10u, 10v, 100u, 100v, i10fg, sp, tprate, tcwv, sd, rsu, sf, asu time-steps: T+0 to T+90 by 1 grid: 0.1deg area: 85/-180/-60/180

C3 stream

Base times : 00, 12

single level

skt 235 Skin temperature K T+0 to T+36 by 1 0.1deg 70/-180/-60/180

pressure levels 1000, 950, 925, 900, 850, 800, 700 hPa

t 130 Temperature K T+0 to T+36 by 1 0.1deg 70/-180/-60/180

r 157 Relative humidity % T+0 to T+36 by 1 0.1deg 70/-180/-60/180

pressure levels 600, 500, 400, 300, 250, 200, 150, 100 hPa

t 130 Temperature K T+0 to T+36 by 1 0.2 deg 70/-180/-60/180

r 157 Relative humidity % T+0 to T+36 by 1 0.2 deg 70/-180/-60/180

Agreement Number:

LICENCE AGREEMENT FOR THE SUPPLY OF EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS (ECMWF) PRODUCTS

Between **Slovenský hydrometeorologický ústav**
Jeséniova 17, 833 15 Bratislava

(Hereinafter called the Licensor or ECMWF)

And **Solargis s.r.o.**
Bottova 2A, 811 09 Bratislava

(Hereinafter called the Licensee).

Article 1.

Definitions

Advanced Web Services: Geographical Information System provided via ECMWF's interactive charts service (ecCharts) or similar, including the Web Map Services (WMS) layers.

Broadcast/Broadcasting: The Dissemination of Value Added Services by means that are publicly accessible including, but not limited to, Internet, terrestrial, social media or satellite transmissions.

Broadcaster/Publisher: Those users who use Products from the ECMWF Catalogue or Value Added Services in order to provide a service by means of Broadcasting or publishing in any form.

Contractor: A person or entity that enters into a contract with the Licensee to provide services to the Licensee which requires that the Contractor accesses the Products in order to provide such services.

Co-operating State: A State with which a co-operation agreement providing for access to ECMWF data and Products and Advanced Web Services has been concluded.

Core Products: Products are declared "Core" in the meaning of WMO Unified Data Policy Resolution 1 (formerly WMO Resolution 40 (Cg-XII)) as agreed by ECMWF Council.

Council Approved User: Users who acquire Valid Products and/or Advanced Web Services on a strictly non-commercial basis and in accordance with the ECMWF Product Distribution Rules or specific approval of the ECMWF Council as detailed in the Scope of Use in Annex 1 to this agreement.

Dissemination: Supply via public media e.g. Broadcasting.

Distribution: Controlled transmission or supply to clearly identified and known users.

ECMWF Catalogues: The lists of Products for Distribution or Dissemination by NMSs of Member

States and Co-operating States and ECMWF. The list includes all Valid Products determined by ECMWF.

ECMWF Delivery: Distribution of Products and/or Advanced Web Services directly from ECMWF to the Licensee, subject to appropriate service charges.

Educational Use: Any use of the Products from the ECMWF Catalogue and/or Advanced Web Services solely for educational non-commercial purposes, without Distribution or Dissemination of the Products and/or Advanced Web Services to any third party, or use of them to generate Value Added Services, and where an ongoing/continuous service based on ECMWF Products and/or Advanced Web Services is not permitted without written consent from the Licensor.

End User: Those users who use Products and/or Advanced Web Services and/or Value Added Services for their own commercial or industrial purposes, and do not pass them on to any third party, or use them to generate Value Added Services.

European Cut-out Maximum Charge Customer: The Licensee who purchases the European cut-out area 25° North to 84° North and 74° West to 45° East, worth 20% of the full maximum charge Information Cost.

Graphics Based on ECMWF Products: Non-retrievable VAS which result in the unambiguous display of Products in graphical forms including but not limited to charts, maps, images, pictures or videos.

Information Cost: The cost of Valid Products, not governed by an open data licence determined by the ECOMET Product Unit (EPU) pricing scheme available in ECMWF Catalogues.

Maximum Charge: The maximum price limit set by the ECMWF Council to the Information Cost.

Member States: The States which are parties to the Convention for the Establishment of a European Centre for Medium-Range Weather Forecasts.

NMHS Non-Commercial: An NMS/NMHS that receives the Products for fulfilling national governmental obligations that are related to the protection of life and property and carried out on a non-commercial basis.

National Meteorological Service (NMS) / National Meteorological and Hydrological Service (NMHS): The service in a Member State or Co-operating State that is responsible at the national level, in conformity with its legal status, for the gathering, classification and production of meteorological and hydrological information in the national interest, and responsible at the international level for participating in WMO programmes.

NMS Delivery: Distribution of Products from the Member State or Co-operating State NMS/NMHS to the Licensee.

Non-retrievable Value Added Services: Any VAS from which the original Products cannot be retrieved or reverse engineered without significant technical effort and/or expense.

Non-Valid Products/Advanced Web Services: Any meteorological data in the form of pictures, charts, text, WMS layers, or data files for which the verification time is 24 or more hours ago and cannot be used as a prediction.

Observation Data Provider: an organisation that collects, processes, and distributes data obtained from satellites and other observing platforms.

Official Duty: All activities which take place within the organisation of an NMS/NMHS, and external activities of the NMS/NMHS resulting from legal, governmental, and inter-governmental requirements

relating to defence, civil aviation and the safety of life and property.

Open Data Products/Advanced Web Services: Products from the ECMWF Catalogues and/or Advanced Web Services that have been approved by ECMWF Council to have an open licence whereby redistribution, commercial and research use are permitted by all users subject to the appropriate attribution.

Personal Use: Any use of Valid Products and/or Valid Advanced Web Services solely for personal non-commercial purposes, without Distribution or Dissemination of these Valid Products and/or Valid Advanced Web Services to any third party, or use of them to generate Value Added Services.

Product Daily Volume: The daily volume of the Products delivered to the Licensee via ECMWF Delivery or NMS Delivery

Products: All meteorological information in the form of pictures, charts, text, or data files resulting from the transformation or processing of data sets by the ECMWF forecasting system, irrespective of the verification time, including Valid Products, Non-Valid Products and Open Data Products.

Recommended Products: Valid Products which are declared "Recommended" in the meaning of WMO Unified Data Policy Resolution 1 (formerly Resolution 40 (Cg-XII)) as agreed by ECMWF.

Research Project: Any time bound* project organised for non-commercial research purposes only, where an ongoing/continuous service based on the Products and/or the Advanced Web Services is not permitted without written consent from the Licensor. A necessary condition for the recognition of non-commercial purposes is that all the Results obtained are openly available at service charges only, without any delay linked to commercial objectives, and that the research itself is submitted for open publication.

* Research licences cannot be longer than the duration of the project itself and up to a maximum of three (3) years, whichever is shorter. A research licence may be renewed for research projects lasting longer than three (3) years.

Research or Educational User: The recipient of the Products and/or the Advanced Web Services who uses them for Educational Use or for a Research Project.

Results: May include written reports, publications, presentations, and other forms of research output that do not involve the Distribution or Dissemination of Valid Products and/or Valid Advanced Web Services and/or services based on Valid Products except where written permission is granted by the Licensor.

Retrievable Value Added Services: Any VAS from which the original Products can be retrieved or reverse engineered without significant technical effort and/or expense.

Schedule Change Fees: The fees levied for changes to the Schedule of Products in case of ECMWF Delivery.

Schedule of Products: The detailed list of Products agreed by the Licensor for Distribution to the Licensee and subject to variation in accordance with this agreement.

Service Provider: Those users who acquire Products from the ECMWF Catalogue in order to supply Value Added Services under specific licence conditions to a third party clearly identified and known to the Service Provider.

Service Provision: The act of providing a service to third parties, whether known or unknown and which may be provided with or Without Charge.

Subsidiary: Any subsidiary of the Licensee which is directly controlled by the Licensee by means of

the Licensee holding the majority of the voting rights (50% plus one vote).

Taxes: Any taxes, duties, governmental assessments, administrative or other charges including, without limitation, value added/purchase tax, excise tax, customs charges, import or other duties levied by any governmental, municipal or local authority.

Valid Products/Advanced Web Services: All (real-time) meteorological information in the form of pictures, charts (incl. ecCharts), text, WMS layers, or data files resulting from the transformation or processing of data sets by the ECMWF forecasting system for which the verification time is less than 24 hours ago and that can be used as a prediction.

Value Added Services (VAS): All meteorological services which are:

- derived from one or more Products; and
- specifically conceived for the needs of users; and
- made available under specific licence conditions.

Without Charge: At no more than the cost of reproduction and delivery, (including the cost of distribution media, documentation, transmission, and direct labour cost), without charge for the Products themselves.

Article 2.

Object

The object of this agreement is to define the conditions under which the Licensee may use Products.

Article 3.

Purpose

1. If the Licensee is defined in Annex 1 to this agreement as a **Service Provider** or **Broadcaster/Publisher**, the Licensee is authorised to use on a non-exclusive basis the Products detailed in the Schedule of Products:
 - for its own internal purposes;
 - to Distribute Retrievable Value Added Services to End Users only**;
 - to Distribute and Broadcast Non-retrievable Value Added Services;
 - to Distribute to users only for Personal Use up to 1GB per month per such user from the Products detailed in the Schedule of Products.

** For the avoidance of doubt, the Distribution of Retrievable Value Added Services under this Article shall not lead to essentially and/or de facto Distribution or Dissimilation of Valid Products and/or their use separately from the Retrievable Value Added Services.

Article 4.

Exclusions

1. The use of the Products and the Advanced Web Services is limited to the purpose of the licence detailed in Article 3 hereof.

2. The Licensee shall not use, store or deal with the Valid Products and/or the Valid Advanced Web Services or any associated data, software, documentation or other information in a manner that contradicts the purpose as detailed in Article 3 hereof without the prior written consent of the Licensor.
3. Except as otherwise expressly permitted in this agreement, the Licensee shall not and shall ensure that its Subsidiaries and/or Contractors and/or the respective End Users shall not (a) modify, reproduce, adapt or reverse engineer the Valid Products and/or the Valid Advanced Web Services or any associated data, software, documentation; (b) distribute, license, transfer, assign, sell, disclose to or otherwise forward the Valid Products and/or the Valid Advanced Web Services or any associated data, software, documentation, or other information to any third party without the prior written consent of the Licensor.
4. The Licensee shall not use the Valid Products and/or Advanced Web Services for the provision of services other than as authorised under Article 3 hereof.
5. Nothing in this licence shall prevent the Licensee from making necessary back-up copies or otherwise exercising a right in relation to the Valid Products and/or Valid Advanced Web Services which cannot be excluded by agreement.
6. The Licensee shall not use Products and/or Advanced Web Services provided for test or evaluation purposes or otherwise not included in the Annex 1 for Service Provision or operationally unless granted written permission from the Licensor.

Article 5.

Conditions

1. ECMWF reserves the right to discontinue a Product that is in the ECMWF Catalogue and/or any Advanced Web Services.
2. ECMWF reserves the right to reclassify Valid Products as “Core” Products or Valid Products/Advanced Web Services as Open Data Products/Advanced Web Services.
3. The Licensor shall inform the Licensee in writing three (3) months in advance of the effective date of any discontinuation, or reclassification of Valid Products, in accordance with Article 5.1 and 5.2, which are part of the Schedule of Products.
4. In accordance with Article 5.1 to 5.3, if, for any reason whatsoever, a discontinuation without the provision of suitable replacement Valid Product(s), or a reclassification of one or more of the Valid Products detailed in the Schedule of Products occurs without the provision of suitable replacement Valid Product(s), the fees for the period involved as agreed in Article 7 hereof will be decreased pro-rata. Such a decrease of fees does not apply to Licensees who pay the Maximum Charge or are European Cut-out Maximum Charge Customers.
5. Valid Products not within the “Core” Products or Open Data Products shall be subject to the Information Cost where the cost of a single licence shall be limited to the Maximum Charge.
6. Where the Licensee chooses ECMWF Delivery, irrespective of the Licensor, ECMWF Delivery fees shall apply.
7. The Licensor or ECMWF reserves the right to review the Licensee’s use of the Products and/or Advanced Web Services. Notwithstanding any other rights and remedies available to the Licensor or ECMWF under this agreement or the applicable laws, the Licensee shall immediately rectify any breach immediately upon notification by the Licensor or ECMWF to

this effect and take all necessary steps to prevent its recurrence.

8. The Licensee undertakes to use the respective identifiers, passwords and any other security information or devices received from ECMWF for the sole purposes for which access to the ECMWF systems has been granted so that the Licensee can use the Products and/or the Advanced Web Services under this agreement. The Licensee further undertakes not to make such identifiers, passwords or any other security information or devices available to third parties under any circumstances. The Licensee shall use the identifiers, passwords and any other security information or devices in accordance with Annex A.3 of ECMWF's Computer Security Policy, as laid down in ECMWF Computer Bulletin B0.2/3 or any updated or replacement document. A copy of the Centre's Computer Security Policy will be provided by the Licensor upon the Licensee's request.
9. The Licensee who is defined as a Service Provider or a Broadcaster/Publisher in Annex 1 to this agreement is subject to the following additional conditions:
 - a) The Licensee shall not describe, present, or otherwise represent any Value Added Services derived from or based on the Products as original Products or data of the Licensor.
 - b) The Licensee acknowledges that any modifications of the Products (irrespective of whether they are Valid Products or Non-Valid Products and/or Open Data Products), including but not limited to aggregation, transformation, interpolation or integration with other data sources, result in products that are distinct from the Products and must be clearly identified as such.
 - c) The Licensee shall comply with the attribution requirements under Article 8, with respect to Value Added Services and Products supplied with Retrievable Value Added Services.
10. Subject to Article 5.17, the Licensee is authorised to Distribute the Valid Products to the Subsidiaries listed in Annex 1 to this agreement.
11. The Licensee is authorised to Distribute the Valid Products to Contractors solely for the purpose of allowing the Contractors to provide services to the Licensee. Any other use and any redistribution by Contractors is prohibited and shall be considered as a default of the Licensee and shall render the Licensee liable vis-à-vis the Licensor and shall lead, in particular, to the application of Article 9 hereinafter.
12. The Subsidiaries are entitled to use the Valid Products for the same purposes as the Licensee. Any other use and any redistribution by Subsidiaries is prohibited and shall be considered as a default of the Licensee and shall render the Licensee liable vis-à-vis the Licensor and shall lead, in particular, to the application of Article 9 hereinafter.
13. The terms and conditions of this agreement shall be interpreted in accordance with the ECMWF Guidelines for the Interpretation of the Rules and Standard Licence Agreement as amended from time to time. The latest version is hosted on the ECMWF website (currently at <https://www.ecmwf.int/en/forecasts/access-forecasts/licences-available/guidelines-interpretation-rules-and-standard>)

Article 6.

Duration

Subject to fulfilling its obligations in this agreement, the Licensee shall be entitled to exercise the rights set out in Article 3 hereof in the period specified in Annex 1.

Article 7.

Fees

1. The rights set out in Article 3 hereof are subject to the payment of fees, as detailed in Annex 1 to this agreement.
2. The Licensee shall make payments according to the payment schedule set out in Annex 1 to this agreement.
3. All payments shall be made into:

Štátna pokladnica
IBAN: SK19 8180 0000 0070 0039 1672

4. The annual fees may be changed by the Licensor, giving the Licensee six months' notice of such change in writing. Within the period of this agreement these fees are firm, fixed, i.e. without adjustment or revision of the fees of any sort other than as permitted in this Clause.
5. Notwithstanding Clause 4 of this Article, the parties may at any time negotiate variation to the Schedule of Products with corresponding revision of fees.

Article 8.

Ownership of Intellectual Property Rights and Attribution Requirements

1. All Intellectual Property Rights of the Products and the Advanced Web Services owned by ECMWF shall remain the property of ECMWF and the Licensee acknowledges the full title and ownership by ECMWF of all the Products and the Advanced Web Services supplied.
2. Subject to Article 8.1, the Intellectual Property Rights to Value Added Services are owned by the Service Provider generating the Value Added Service.
3. The Licensee acknowledges that the supplied Products and Advanced Web Services are protected from use by unauthorised third parties by ECMWF's intellectual property rights and by unfair competition law.
4. All Value Added Services created using the Products or Non-Valid Products or Non-Valid Advanced Web Services must be attributed to ECMWF. The attribution must be displayed prominently and provided alongside, within, or co-located with the Value Added Services in the form of the following wording: "this service is based on data and products of the European Centre for Medium-Range Weather Forecasts (ECMWF)."
5. All Results must be attributed to ECMWF. The attribution must be displayed prominently and included in the Result or provided together with the Result in the form of the following wording: "this document/data/output is based on data and products of the European Centre for Medium-Range Weather Forecasts (ECMWF)."
6. Products supplied with and part of Retrievable Value Added Services or used by the Licensee under **NMHS Non-Commercial** licence shall be prominently labelled with an acknowledgement indicating ownership, as follows:

"© [YEAR] European Centre for Medium-Range Weather Forecasts (ECMWF)".

7. The Licensee accepts all responsibility and liability for the Value Added Services and shall not claim to any customer, or potential customer, the accuracy of the Products and/or the Advanced Web Services which are components of the Value Added Services, including but not limited to such that is inappropriate to the scientific basis of such Products.
8. Any use of Non-Valid Products and/or Non-Valid Advanced Web Services shall be subject to the Licensee's acceptance of the applicable terms and conditions for Non-Valid Products and/or Non-Valid Advanced Web Services.
9. Nothing in this agreement constitutes or may be construed as permission to assert or imply that the Licensee and use of the Valid or Non-Valid Products/Advanced Web Services is connected with, or sponsored, endorsed, or granted official status by the Licensors.

Article 9.

Default

Default and the consequences thereof shall be governed by the laws of England and Wales. In addition:

1. Default by the Licensee of its obligations under this agreement shall entitle the Licensors to terminate this agreement without notice. The Licensors shall furthermore be entitled to full damages regardless of whether this agreement is terminated.
2. Without excluding the Licensors' rights to invoke other legal sanctions related to default in payments (e.g. termination) the Licensee shall, in cases of any late payment, pay interest for the period of delay at the rate of 5% above the three month EUR market rate.

Article 10.

Termination

1. This agreement may be terminated at any time by the Licensee or by the Licensors upon three (3) months written notice to the other party and the annual fees payable to the Licensors shall be reduced pro rata.
2. Either party may terminate this agreement by notice upon a material breach of this agreement by the other party. Where the breach is capable of remedy, the notice shall specify the breach and allow thirty (30) days for the breach to be remedied, failing which the notice shall come into effect. In other cases, the notice shall have immediate effect.

Article 11.

Warranty and Liability

1. The Licensors warrants that it has the authority to enter into this agreement.
2. The Licensors makes no warranty as to the accuracy or completeness of the Products, Advanced Web Services or their uninterrupted provision. All Products and Advanced Web Services are provided on an "as is" basis and as stipulated in this agreement. Any warranty implied by statute or otherwise is hereby excluded from this agreement to the fullest extent

permissible by law.

3. If any of the Products are temporarily unavailable for a continuous period exceeding forty-eight (48) hours due to an act or omission of the Licensor, the fees specified in Article 7 for the Products which are unavailable shall be reduced pro rata for the period of unavailability. There will be no reduction in fees for interruptions of forty-eight (48) hours or less.
4. The Licensee shall be responsible for ensuring that its employees, Subsidiaries, Contractors and/or End Users use the Products, Value Added Services and/or the Advanced Web Services in accordance with the terms of this agreement.
5. Neither party shall be liable to the other under any cause of action for any loss of profit or loss of revenue (whether direct or indirect); any indirect loss; loss of goodwill, reputation or opportunity; or any loss of or corruption of data however so arising out of or in connection with this agreement whether or not that party had been informed of or was aware that there was a serious possibility of such loss.
6. The liability of the Licensor however so arising out of or in connection with this agreement under any cause of action shall not exceed the fees paid in accordance with Article 7.
7. Notwithstanding any contrary provision in this agreement, neither party limits or excludes its liability in respect of any death or personal injury caused by its negligence; any fraud; or any statutory or other liability which cannot be excluded or limited under applicable law.
8. Neither the Licensor nor ECMWF shall be liable should ECMWF discontinue the provision of the Products and/or any of the Advanced Web Services at any time.
9. ECMWF shall have no liability in contract, tort or otherwise arising out of or in connection with this agreement, except when ECMWF is the Licensor.

Article 12.

Force Majeure

Neither ECMWF nor the Licensor shall be liable for failure to fulfil this agreement due to circumstances outside the control of the Licensor and/or ECMWF which could not have been foreseen at the time of entering into this agreement and which could not be reasonably avoided or overcome by the Licensor and/or ECMWF. For the avoidance of doubt, delay or corruption of the Products or the Advanced Web Services due to transfer over the Internet shall be considered to be Force Majeure.

Article 13.

Dispute

This agreement shall be governed by, and construed in accordance with Slovak law.

In the event of a dispute relating to this agreement, each of the parties irrevocably submits to the exclusive jurisdiction Slovak courts.

Article 14.

Transfer of Agreement

The Licensee shall not transfer the benefit or burden of this agreement in whole or in part.

Article 15.

Waiver

If a party fails to enforce, or delays in enforcing, an obligation of the other party, or fails to exercise, or delays in exercising, a right under this agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

Article 16.

Entire Agreement and Precedence

Notwithstanding any other terms or conditions that may be contained within Licensor’s purchase/sale orders, invoices, acknowledgements, or any other documents relating to the provision of Products and the Advanced Web Services under this agreement, the terms and conditions outlined in this agreement shall prevail and be the only terms applicable. For the avoidance of doubt, the Licensee’s (purchase) terms and conditions, internal business standards, policies, or procedures will have no legal effect to the parties.

SIGNED

In (place)
on (date)
title

In..... (place)
on..... (date)
title

for the Licensee

for Slovenský hydrometeorologický ústav
Licencor

.....(signature)
.....(print name)

.....(signature)
.....(print name)

Číslo zmluvy

LICENČNÁ ZMLUVA O DORUČOVANÍ PRODUKTOV EUÓPSKEHO CENTRA PRE
STREDNODOBÉ PREDPOVEDE POČASIA (ECMWF)

medzi

Poskytovateľ: **Slovenský hydrometeorologický ústav**
Adresa: Jeséniova 17. 833 15 Bratislava
Zastúpený: Ing. Vasil Penev, generálny riaditeľ
Bankové spojenie: Štátna pokladnica
IBAN: SK1981800000007000391672
IČO: 00156884
DIČ: 2020749852
IČ DPH: SK2020749852
Úplné znenie Zriaďovacej listiny bolo vydané rozhodnutím Ministra životného prostredia Slovenskej republiky 12. júna 2006 č. 23/2006-1.6.

(ďalej len Poskytovateľ licencie)

a

Nadobúdateľ: **Solargis s.r.o.**
Adresa: Bottova 2A, 81109 Bratislava
Zastúpený: RNDr. Marcel Šúri, PhD., výkonný riaditeľ
IČO: 45 354 766
IČ DPH: SK2022962766
Bankové spojenie : UniCredit Bank Czech Republic and Slovakia, a.s.
Číslo účtu: 1081201000/1111, IBAN: SK7611110000001081201000
Spoločnosť zapísaná v Obchodnom registri Okresného súdu Bratislava I, Oddiel Sro, Vložka číslo 62765/B

(ďalej len Nadobúdateľ licencie)