

CHMI
Cesky Hydrometeorologicky Ustav
[Redacted]

Na Šabatce 2050/17
143 06 Prague 4-Komořany
Czech Republic

Datum / Date
Vienna, 28.06.2024

Unser Zeichen (DW) / Our reference (Ext.)
BL / 218

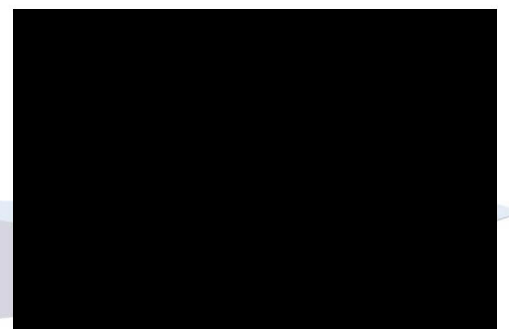
OFFER
About the
ALDIS/BLIDS Lightning data Service
Czech Hydrometeorological Institute
Offer Nr. 2024-DE084-CHMI

1. Subject matter of the offer and granting of rights

Subject of the offer is the licensing of event data (strokes and cloud pulses) from ALDIS/BLIDS lightning location system operated by OVE Service GmbH (OVE) to customers of Czech Hydrometeorological Institute (CHMI).

The event data (strokes and cloud pulses) of the localized lightning is made available for use at a REST interface (TAPIR) of CHMI.

CHMI will not reproduce, distribute or modify the data without the prior written consent of OVE.



2. Specifications and Requirements

OVE provides CHMI with the lightning data via a REST interface (TAPIR). The transfer of the data is done on the request of CHMI (for livedata and archivedata).

Lightning data:

Each single event will be reported with the following information:

- Date (local time)
- Time (local time)
- Longitude/latitude (WGS 84)
- Lightning type (cloud-cloud or cloud-earth)
- Peak current of the lightning impulse

The data is gathered by the ALDIS/BLIDS lightning detection network especially with the lightning sensors which are installed in Czech Republic, Germany, Poland, Slovakia and Austria.

The lightning data fulfils all the requirements mentioned in the market research document issued by SHMI 27.March 2024.

Quality:

More than 98% of Cloud to ground lightning is detected (detection efficiency), the median value for the location accuracy is better than 150m.

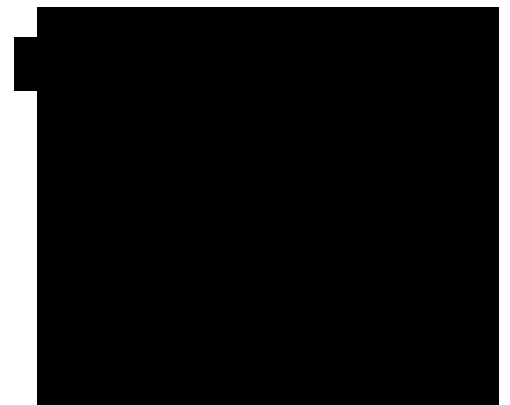
Data Area:

OVE will configure the TAPIR Web service providing all registered lightning data in the geographical window:

East: 9.9° till 21°

North: 47.15° till 52.2°

In case of technical problems, such as data outages, data unavailability, or in the event of planned maintenance, an information to the following email address [REDACTED] will be sent.



3. Prices and payment conditions

Pos	Item	Price per year (EUR)
1	Subscription for the Data for only one specified customer	3.300,00 / per customer
2	Subscription for the Data for customers 2 and 3	2.500,00 / per customer
3	Subscription for the Data for customers from 4 on	2.000,00 / per customer

As a special discount we count the current Siemens customer as customer one.

The price mentioned in this offer are exclusive VAT.

Invoicing on a yearly basis and payment is due within 30 days of invoicing.

Price level: June 2024

Validity of the offer: 31.07.2024

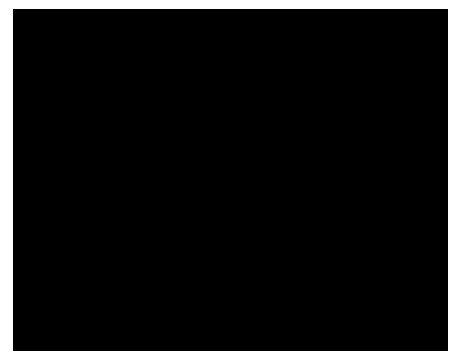
The delivery of the data takes place in accordance with the „“, issued by the Trade Association of the Electrical and Electronics Industry, in the version valid at the time of the order.

4. Duration of the agreement

The term of this data agreement is from 01.07.2024 up to 30.06.2025.

5. Place of jurisdiction and applicable law

The exclusive place of jurisdiction for resolving all disputes arising from the contract – including those regarding its existence or non-existence – shall be the court with subject matter jurisdiction at the seller's head office; in Vienna, this shall be the court located in the district of the Local Court of Innere Stadt. The contract shall be governed by Austrian law to the exclusion of conflict of law rules.



6. Warranty and liability

CHMI is only liable for damages arising from this agreement in the event of intent or gross negligence; the burden of proof for this falls on the OVE. Likewise, the OVE is only liable in case of intent or gross negligence. The contractual partners are not liable to each other for consequential damages of any kind, such as lost profits, business interruption or loss of data. Claims for damages must be brought before the courts within one year.

The contractual partners shall inform each other immediately in the event of the assertion of claims by third parties.

The OVE does not guarantee the completeness and correctness of the data provided, but undertakes to provide complete and correct data to the extent technically possible and guarantees the smooth and trouble-free use of the data.

In the event of limited usability or system failure, the OVE will immediately make every effort to make the data usable again for CHMI. CHMI must report an incidence by contacting [REDACTED] or phone number during business hours, exempting holidays. The payment of the remuneration referred to in point 3 shall in any case continue.

7. Withdrawal, dismissal

In addition, both CHMI and OVE are entitled to terminate this agreement in advance by registered letter with 1 month notice before contract expiration. If obligations under this agreement are grossly breached, or as a result of force majeure, risk of insolvency or substantial changes in company relations, so that adherence to the agreement can no longer be expected.

We would be happy if our offer would find your approval and remain

With kind regards

[REDACTED]

YOUR CONTACTS:

