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ORIGINAL

C-9252
09/29/2014



SIGNAL TRIAL USE AGREEMENT - terms and conditions

PARTIES

Signal Corporation Limited (Signal Corporation)

GLENDALE
POLICE DEPARTMENT(Organization)

AGREEMENT

Signal Corporation has developed the Signal social media monitoring platform (Signal) and has agreed to provide access to Signal to Organization for the purposes of a short term trial/initial pilot in accordance with the terms and conditions below

For the duration of the trial

- Signal Corporation grants Organization a non-exclusive, non-transferable, revocable right to access and use Signal for the purposes of a trial for the period detailed in the Schedule
- Neither party may disclose the existence of the trial without the prior written approval of the other party
- On expiration of the trial all data relevant to the trial will be deleted unless otherwise agreed in writing or the trial migrates to a paid subscription
- Organization shall only allow those identified personnel specified in the Schedule with access and use of Signal for the trial purposes
- Organization must respect the intellectual property in Signal and supporting documentation
- No warranties are provided under this agreement
- The liability of Signal Corporation under this agreement is limited to US\$1 and Signal Corporation shall not be liable for any indirect, special or consequential loss
- Signal Corporation may request feedback as to the adoption and use of Signal within Organization, and Organization will make the Trial Manager available for such feedback
- Organization must adhere to the data limits as detailed in the Schedule
- Additional data may be purchased at the costs indicated in the Schedule.
- Ensure Signal is used only for the purposes of the trial/initial pilot as detailed in the Schedule and in accordance with all applicable laws
- Allow Signal Corporation (on reasonable notice) to audit the use of Signal if required for performance reasons.
- Signal Corporation may immediately cease the trial and end this agreement by notice in writing to Organization
- Signal Corporation recognizes that the Organization is a customer of NC4 Public Sector, LLC, who will be the exclusive partner for Signal US at launch in October, 2014

SIGNED for and on behalf of Signal Corporation

SIGNED for and on behalf of Organization

Signature:

Signature

Title:

Chief Executive Officer

Title

ASSISTANT POLICE CHIEF

Print Name

Wayne Forgeron

Print Name

RICK ST. JOHN

Date:

9-24-2014

Date

9-23-2014

Approved as to form

ATTEST:

Commercial in Confidence

City Clerk



SIGNAL TRIAL ACCOUNT SCHEDULE

Date of agreement	23 June 2014
Signal	Legal name Signal Corporation Limited Address level 7 Interger, 126 Lambton Quay, Wellington, New Zealand Phone: +64 4 4722021 Facsimile: +64 4 4722027 Email info@getSignal info
Organization	Legal name <<insert name>> Address <<address>> Phone <<phone>> Facsimile <<fax>>
Trial Manager (Super Administrator)	Name <<name>> Email <<email>>
Identified personnel:	<<insert names>>
Trial Commencement	<<insert date>>
Trial End	<<insert date>>
Trial Data allowance (monthly)	1 million records
Additional trial data costs	\$250 per additional million
Trial Purpose/Goals	<<insert goals>>