

SIGNAL: END USER AGREEMENT

1. Introduction

- 1.1 You must accept this end user agreement (End User Agreement) before accessing and using the Services provided under this End User Agreement or accessing any related services.
- 1.2 Before accessing or using the Services or any related services you agree to be bound by the terms and conditions of this End User Agreement. The Reseller shall provide you with a copy of (or details of how to access) the terms of this End User Agreement prior to you accessing the Services.
- 1.3 By accessing the Services, you consent to be bound by the terms and conditions of, and are deemed to be a party to this, End User Agreement. If you do not agree with all of the terms and conditions of this End User Agreement, do not access the Services.
- 1.4 This End User Agreement is entered into by you as an end user of the Services and related services. You confirm that you have the authority to act on behalf of any entity for whom you are using the Services.
- 1.5 References to the "Reseller" in this End User Agreement are references to the third party Reseller of the Services who supplied you with access to the Services and arranged for your entry into this End User Agreement (Reseller).
- 1.6 From time to time Signal Corporation may need to make changes to this End User Agreement. Signal Corporation will notify you of any changes to this End User Agreement by posting them on the Website and you agree by continuing to access or use the Services or any related services to be bound by the updated terms and conditions.

2. Definitions

- 2.1 In this End User Agreement unless the context otherwise requires:

Additional Service Options means additional features or functions of the Software or Services that are made available as optional extras at additional cost.

Beta Services means services of Signal Corporation not generally available to customers (and which may or may not subsequently become generally available).

Cyber Data means any Third Party Data obtained via the Cyber data feed within the Services.

Data means any data or information obtained by you or for you through the access and use of the Services, and as the context allows, includes Third Party Data.

Data Breach Detection Data means any Third Party Data obtained via the Data Breach Detection data feed within the Services.

Data Retention Limit means the maximum amount of Data stored for you, as specified to you at the time of ordering the

Services or as increased by Signal Corporation by notice in writing.

Delete Notification means any notification from Signal Corporation (or the provider of Third Party Data) to delete Third Party Data because that Third Party Data is no longer publicly available or the relevant third party has requested the deletion or such data.

Documentation means any documentation or information we make available to you in and around accessing and using the Services.

Google means Google LLC (formerly known as Google Inc.), Google Ireland Limited, or any affiliates of Google LLC.

Google Maps Data means any data that you have gained access to in connection with your use of Google Maps.

Google Maps means the Google Maps/Google Earth service to which you gain access in conjunction with your use of the Services.

Google Privacy Policy means the Google privacy policy from time to time with the current version being found at: <https://www.google.com/intl/ALL/policies/privacy/index.html>.

Google TOS means the additional terms of service for Google Maps (including the Google Privacy Policy) from time to time with the current version being found at: Google Maps/Google Earth Additional Terms of Service.

Privacy Policy means the privacy policy of Signal Corporation as updated from time to time and posted on the Website.

Registered Users means the personnel of your organisation that access and use the Services (and the total number of which is specified by you at the time of ordering the Services).

Scheduled Maintenance means routine maintenance that is carried out at regular intervals for the purpose of releasing or updating versions of the Software or undertaking work to the Website.

Search Rules means any rules set by Signal Corporation in connection with searches that you may undertake (or propose to undertake) through the Service, as amended from time to time (including details of any banned search terms or search terms that require prior approval from Signal Corporation).

Services means the services delivered through the Website (including access to and use of the Software, Documentation, Third Party Data. Additional Service Options and the Support Services).

Signal API means the application programming interface owned and/or licensed by Signal Corporation which allows you to integrate your Subscriber Application and call the Services and Data.

Software means the social media monitoring software (and any related software) owned (or licensed) by Signal Corporation and operated through the Website.

Subscriber means the main person who registers to access and use the Services and includes the entity or entities on behalf of whom that person enters into this End User Agreement.

Subscriber Application means a software application that is directly or indirectly used by you (regardless of whether provided by you or a third party) for the purpose of interoperating with a Service. If you are accessing the Services via the Signal API, Subscriber Application shall include the website notified by you to Signal Corporation and which is used by you and your Registered Users to access and use the Services and Data through the Signal API.

Support Services means all access, support and maintenance services provided by the Reseller or Signal Corporation (as applicable) in connection with the Services.

Third Party Data means any data of or information about a third party obtained by you or for you through the access and use of the Services.

Twitter means Twitter International Company (or any affiliates of that company).

Twitter Data means any Data that Signal Corporation has obtained from Twitter.

Twitter TOS means the terms of service for Twitter from time to time with the current version being found at: <http://twitter.com/tos>.

Website means www.getsignal.info or such other site as notified by Signal Corporation from time to time. If you are accessing the Services via the Signal API, references in this End User Agreement to the Website shall be deemed to include references to the Signal API.

Weibo means Beijing Weibo Internet Technology Co., Ltd.

Weibo Data means any Third Party Data obtained by Signal from any Weibo platform, either directly or through any Weibo distributor.

You means the Subscriber and, as the context permits, includes the Registered Users, and you has a corresponding meaning.

3. Services

3.1 Subject to compliance by you with this End User Agreement (as amended by Signal Corporation from time to time):

(a) Signal Corporation grants to you and you hereby accept from Signal Corporation, a non-exclusive, non-transferable and non-assignable right to access and use the Services for dealing with public safety incidents for your own internal business purposes only (excluding the commercialization or exploitation of information technology products or services); and

(b) you hereby subscribe for the Services.

3.2 In respect of your access to and use of the Services and Data you will comply with, all applicable laws, rules and regulations, together with all guidelines, procedures and policies notified by Signal Corporation and/or the Reseller from time to time. In particular, you must not use the Services or any Data:

(a) in a way that violates the privacy, rights or civil liberties of any person (including in a way that prevents the exercise of them);

(b) for any illegal, unlawful or otherwise improper purpose, including in respect of any usage connected with the United States of America:

- allowing or assisting government-related entities, law enforcement or other organizations to conduct surveillance of Data that would otherwise require a subpoena, court order or other valid legal process to be circumvented; and
- undertaking surveillance of persons engaged in constitutionally protected activities or otherwise violates the Universal Declaration of Human Rights (located at: <http://www.un.org/en/documents/udhr/>) including Articles 12, 18 or 19;

(c) to analyse or research the Data in a way that isolates a small group of individuals or any single individual for any unlawful or discriminatory purposes;

(d) for your personal use or gain;

(e) in a manner that Signal Corporation reasonably considers to be inconsistent with the intention of this End User Agreement or the Search Rules;

(f) in a manner designed to conduct any systematic or automated data collection activities, including without limitation, scraping, data mining, data extraction, or data harvesting,

(g) to collect personal information about third parties, including without limitation, e-mail addresses; and

(h) in such a way that would ordinarily be considered inconsistent with the reasonable expectation of privacy of an individual any Data relates to.

3.3 In respect of any Data search undertaken by you through the Service, you acknowledge and agree that:

(a) when you formulate and enter search queries into the Service, you must ensure that all search queries are undertaken strictly in accordance with the Search Rules and any other policies or directions provided by Signal Corporation;

(b) Signal Corporation may maintain a record of the search queries that you enter into the Service;

(c) Signal Corporation and its Third Party Data providers may undertake automated and manual monitoring and auditing of any such searches;

(d) if you attempt to undertake a search that does not comply, in all respects, with the Search Rules and otherwise in accordance with this End User Agreement, Signal Corporation may (without prejudice to any of its other rights or remedies in this End user

Agreement or at law): (i) notify you that a search is in breach; (ii) block searches; and/or (iii) delete your searches and search history; and

(e) if you undertake or attempt to undertake a search for illegal or otherwise inappropriate material, Signal Corporation may report this conduct to the appropriate law enforcement authorities in the relevant country.

- 3.4 You agree (also for the benefit of Twitter) to be bound by the Twitter TOS in respect of any Twitter Data you access and use through the Services. You acknowledge that we can identify you to Twitter if you are a government-related entity and you have access and use Twitter Data as part of the Services.
- 3.5 You agree (also for the benefit of Google) to be bound by the Google TOS in respect of any Google Maps Data you access and/or use through the Services.
- 3.6 If you subscribe for Weibo Data as part of your Service, without limiting the application of any other term of this Agreement to your access to and use of the Weibo Data, you acknowledge and agree that:
- (a) all Weibo Data is and shall remain owned by Weibo and its licensors and you will respect the intellectual property of Weibo and its licensors and keep the Weibo Data and your acquisition of any Weibo Data strictly confidential;
- (b) you will not interfere with Weibo and its associated companies' other products, platforms or services, and not transfer or re-sell or allow any third party to access or use any Weibo Data without prior written consent from Signal;
- (c) you shall follow all rules, policies, requirements and directions relating to your access to and use of any Weibo Data (including but not limited to all policies, rules and requirements notified by Signal, Weibo or its distributors or licensors, and all laws and regulations of the People's Republic of China);
- (d) you will not use the Weibo Data for any purpose other than as expressly authorised in this Agreement (and specifically, you will not disclose any such data for public-relations purposes, to analyse political and/or Government actions, to support public opinions monitoring or any service connected to it, or to serve non-commercial product or market analytics or to service any product that may influence Weibo and its product's reputation), obtain Weibo Data by unfair means, or disrupt data security; and
- (e) your use of any Weibo Data must not infringe the legitimate rights and interests of any third party (including but not limited to, being improper competition, or spying on business secrets or infringing any person's privacy).

You also acknowledge and agree that Weibo (or any of its distributors or licensors) may audit, monitor and/or track your access and use of any Weibo Data, and you agree to cooperate with any such activity (including by providing any document or file requested as part of the process).

- 3.7 If you subscribe for Cyber Data or Data Breach Detection Data as part of the Services, without limiting the application of any other term of this End User

Agreement to your access to and use of such Data, you acknowledge and agree that:

(a) all such is and shall remain owned by the Third Party Data providers and their licensors. The only right you receive in respect of the Cyber Data or Data Breach Detection Data is a limited right to use such Data for the limited purpose specified in this End User Agreement;

(b) you may only use the Data Breach Detection Data to monitor your own company and business. You must not use the Data Breach Detection Data to monitor any third party company or business and must not undertake any search using a catch-all filter (such as a star (*)) which gathers all Data Breach Detection Data and not just the Data Breach Detection Data required for the purpose specified in this subclause (b); and

(c) you must obtain all permissions and authorizations required under applicable laws (including, without limitation, intellectual property laws, privacy laws and data protection laws) required in respect of your use of any Cyber Data.

You also acknowledge and agree that:

(d) Signal (or any of its distributors or licensors) may audit, monitor and/or track your access and use of any Cyber Data and/or Data Breach Detection Data, and you agree to cooperate with any such activity; and

(e) despite any other term in this End User Agreement, no warranties or guarantees are provided by Signal or any third party in respect of the Cyber Data or Data Breach Detection Data or your access to it (including any warranties around the availability, accuracy, lawfulness or completeness of such Data).

- 3.8 If your subscription includes access to the Services via the Signal API, you acknowledge and agree that, without limiting the application of any other term of this End User Agreement, the API addendum (found at www.getsignal.info/s/Signal-EUA-API-Addendum_.pdf) will form part of this End User Agreement and shall apply to your access to and use of the Services and Signal API.
- 3.9 You agree to be bound by your obligations in the Privacy Policy. In particular, we draw your attention to the terms and conditions in Part B of the Privacy Policy, which sets out your obligations in respect of the processing of personal information of other persons as you direct through the Services.

4. Ownership and Intellectual Property Rights

- 4.1 The Services (and each part of them) are protected by copyright and other interests and are proprietary and confidential to Signal Corporation (or its third party licensors, suppliers and/or Resellers). All rights, title and interest in and to the Services (and each part of them), including associated intellectual property rights, are and will remain vested in Signal Corporation or its third party licensors, suppliers or Resellers (as

- applicable). These rights are protected by law and international treaties.
- 4.2 Except as specified in this End User Agreement, nothing contained in this End User Agreement confers on you any right or interest in, or licence or permit to use, any of the intellectual property rights in the Services (or any part of them) or any other intellectual property rights owned by or proprietary to Signal Corporation or any of its third party licensors, suppliers or Resellers. You acknowledge and agree that:
- (a) no obligation, warranty, undertaking or promise of Signal Corporation in this End User Agreement shall apply in respect of any third party software licensed to you (or Signal Corporation for the purposes of fulfilling its obligations under this End User Agreement); and
- (b) you shall comply (in all respects) with any restrictions of use in any agreement entered into in respect of any third party software used in connection with (or incorporated into) the Services.
- 4.3 Access to and use of the Data is subject to you not being in breach of this End User Agreement and this End User Agreement being in place.
- 5. Restrictions on use**
- 5.1 You may not license, assign, resell, share, pledge, rent or transfer any of your rights under this End User Agreement in relation to the Services or any part of them.
- 5.2 Except as expressly permitted by relevant copyright laws, no copying, redistribution, displaying, performing, reproducing, licensing, transferring or publication of the Services' (or any part of them) is permitted without express written permission of Signal Corporation (which may be withheld at the sole discretion of Signal Corporation). Any copy made remains subject to the provisions of this End User Agreement, and all titles, trademarks, copyright notices and other legends shall be reproduced on such copy.
- 5.3 You may not modify, translate, reverse engineer, decompile, disassemble or create derivative works of the Services (or any part of them) or otherwise attempt to (a) defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Services (or any part of them), including, without limitation, any such mechanism (including the Website) used to restrict or control the functionality of the Services (or any part of them) or circumvent any contractual usage limit; or (b) derive the source code or the underlying ideas, algorithms, structure or organisation form of the Services (or any part of them); or (c) frame or mirror any part of the Service (or its content), other than for your own internal business purposes (for no commercial gain or resale). You will at all times, including during and after the term of this End User Agreement, keep the content of the Services (or any part of them) confidential.
- 5.4 You must follow all rules (including the Search Rules), policies, requirements and directions relating to your access to and use of any Data (including but not limited to all policies, rules and requirements notified by Signal and/or any provider of Third Party Data).
- 5.5 You may not access the Service if you are a direct competitor of Signal Corporation, except with Signal Corporation's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.
- 5.6 Without detracting from any other rights, Signal Corporation reserves the right to modify, amend or cease to offer any of the Services (or any part of them) upon providing you with five days prior notice.
- 5.7 Your access to any Third Party Data may be terminated or suspended at any time by Signal (with or without notice) if Signal loses its right to access and use such Data or if Signal considers that your continued access to the Services may place it in breach of any contract it has with a Third Party Data provider.
- 5.8 You agree to indemnify and hold Signal Corporation, its third party licensors, the Reseller, suppliers and distributors and its directors, officers and employees, harmless from all claims, liabilities, damages, losses, including legal fees and expenses, due to or arising out of your use of the Services and Documentation and/or any breach of this End User Agreement by you, and any negligence or wilful default of the End User, or any of its employees, contractors or representatives. Signal Corporation and the Reseller will not be liable to you or to any other person arising directly or indirectly out of or in connection with the Services, the implementation, maintenance, operation or use of the Services or otherwise in connection with this End User Agreement.
- 5.9 You acknowledge that Signal Corporation and the Reseller is not responsible for, and has no liability in respect of, the Data or how you use the Services. For the avoidance of doubt this includes how you configure the Services to obtain Data and how you extract, use, store and access Data whether through a Subscriber Application or otherwise.
- 5.10 In connection with the Services, you agree as follows: (a) only the Registered Users may access and use the Services; (b) you will notify each Restricted User of the terms of this End User Agreement and ensure that each of them strictly comply with its terms; (c) you will at all times, including after the term of this End User Agreement, keep the Services and the content associated with them, together with all access details, including passwords and codes, confidential; (d) you are solely responsible for the Data, the contents of your email messages, attachments and stored files and Signal Corporation reserves the right to remove from its servers any content that may expose Signal Corporation to potential liability (but for the avoidance of doubt a failure by Signal Corporation to do so does not relieve you from responsibility); (e) you may not distribute through the Services any attachments, documents or files that: (i) infringe on any copyright, patent, trade secret, trademark or other third party proprietary rights; (ii) violate any law, statute, ordinance or regulation, including but not limited to any applicable privacy legislation, such as the New Zealand Privacy Act 2020; (iii) are defamatory, libellous or obscene; or (iv) contain viruses, Trojan horses, worms, time bombs, or similar harmful programming routines;
- (f) you may not use the Services in a manner that may damage, disable, overburden or impair either the Services or the networks connected to the Services; and
- (g) you may not attempt to gain unauthorized access to the Services, including but without limitation, through hacking or password mining. You acknowledge and

agree that the Reseller may enforce any term of this End User Agreement on behalf of Signal Corporation.

- 5.11 Signal Corporation may at its discretion use technology (including digital rights management protocols) or other means to protect the Services, protect its customers, or to prevent any breach of this Agreement.

6. Access by Registered Users

- 6.1 You are responsible for keeping all access information, including email addresses and log-on credentials, secret and secure. Without limiting the foregoing, you agree:

(a) not to allow any person other than Registered Users to access and use the Services;

(b) to ensure that Registered Users do not permit any other person to use their user name or log-on credentials;

(c) not to disclose, or permit any Registered User to disclose, log-on credentials or any other information (such as security tokens or codes) that may allow any person (other than a Registered User) to gain access to and use of the Services; and

(d) to inform Signal Corporation immediately of any known or suspected unauthorized access to and use of the Services.

7. Data, Delete Notifications and Subscriber

Applications

- 7.1 You acknowledge and agree that we may access or disclose information about you (including any Data Searches and/or Data) in order to:

(a) comply with the law or legal proceedings served on us;

(b) enforce and investigate potential breaches of this End User Agreement or any other unauthorized use of the Services; or

(c) protect our rights, property, or the safety of our employees, customers or the public.

You consent to the access and disclosures outlined in this clause 7.1.

- 7.2 In order to provide you with the Services (and improve on them), Signal Corporation may also collect certain information about the performance of the Services and your use of the Services. Signal Corporation may make use of such information to track usage and to better understand the use of the Services, improve and revise the Services based on such usage, publish industry level statistics (whether to you or other subscribers) and for customer support services.

- 7.3 Title and associated intellectual property rights in the Data (other than Third Party Data) remain your property. Access to and use of the Data is subject to you not being in breach of this End User Agreement. To the extent necessary to perform the Services you

grant a non-exclusive licence to Signal Corporation in respect of the Data (other than Third Party Data).

- 7.4 Signal Corporation has in place for our own purposes policies and procedures to prevent data loss (and recovery) but does not make any guarantee around loss of Data and as such we expressly exclude any liability for any loss of Data.

- 7.5 Where you access the Services through a Subscriber Application you may download a copy of the Data, however you must on receipt of any Delete Notification delete any Third Party Data identified in the Delete Notification and discard the Delete Notification after complying with it. Where requested by Signal Corporation, you agree to supply Signal Corporation with a certificate signed by an appropriately authorised person in your organisation confirming you have deleted the Third Party Data identified in any Delete Notification.

- 7.6 Where you use a Subscriber Application, you grant Signal Corporation permission to allow the provider of that Subscriber Application to access the Data as required for the interoperation of that Subscriber Application with the Service. If the provider of the Subscriber Application ceases to make the Subscriber Application available for interoperation with the corresponding Services, Signal Corporation reserves the right to stop providing those Services without any refund or recourse from you. If Signal Corporation has concerns around the security of your Subscriber Application, it may refuse to interoperate with your Subscriber Application until you address those security concerns.

8. Payment of fees

- 8.1 In consideration of your use of the Services, you agree to pay to Signal Corporation or the Reseller (as applicable and in the manner notified by them) in advance the monthly fee applicable to the Services option you have subscribed to (either the single-user or multi-user option), as notified to you by Signal Corporation or the Reseller (as applicable) and amended from time to time by notice from either of them, together with any other costs and expenses payable by you in respect of the Services.

- 8.2 If your actual usage during any month exceeds the contracted number of Registered Users or the Data Retention Limit specified you agree to pay Signal Corporation Fees based on your additional usage (over and above the contracted number of Registered Users or the specified Data Retention Limit) at the beginning of the next monthly billing period. Signal Corporation shall issue you a statement in this regard detailing the relevant charges. Registered Users joining part way through a monthly billing period will be charged from the commencement of that relevant monthly billing period.

- 8.3 Signal Corporation's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on Signal Corporation's income. If Signal Corporation is required to pay or collect any federal, state, local, or value-added tax on any fees charged under this End User Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on Signal Corporation's net income, then such taxes and/or duties will be billed to and paid by you

immediately upon receipt of Signal Corporation's invoice and supporting documentation for the taxes or duties charged.

- 8.4 You agree that your purchase of the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Signal Corporation regarding the future functionality or features.

9. Term

- 9.1 This End User Agreement shall be in effect from the first time you access the Services, and shall remain in effect for so long as you subscribe to the Services unless this End User Agreement is otherwise terminated. Unless expressly agreed otherwise by Signal Corporation or the Reseller (on a case by case basis), this End User Agreement will automatically terminate upon the conditions in this End User Agreement or if you fail to comply with any term or condition of this End User Agreement, including failure to pay any applicable fees or charges. In addition, Signal Corporation and/or the Reseller may terminate this End User Agreement immediately without cause by notice to you by e-mail. You agree upon expiration or termination of this End User agreement to immediately cease to access or use the Services and destroy all access codes or passwords related to the Services in your possession or under your control.
- 9.2 You may, at any time following the expiry of the minimum period applicable to your End User Agreement, cancel your subscription to the Services provided that you provide Signal Corporation or the Reseller with at least thirty days' written notice by e-mail to the following email address: info@getsignal.info and the date of termination corresponds with the last date of a payment cycle for the Services.

10. Updates, new versions and Beta services

- 10.1 Signal Corporation may provide updates to or new versions of the Services (or any part of them) and reserves the right to take down access to the Services (including applicable servers hosting the Software and/or Data) to conduct Scheduled Maintenance or for any other reasons outside Signal's reasonable control, including denial of service attacks. Signal Corporation will use reasonable efforts to perform Scheduled Maintenance outside of standard business hours and provide prior notification to its subscribers (including you). You agree to comply with Signal Corporation's instructions in relation to any update or new version and Signal Corporation and the Reseller will not be held liable for any upgrade to an update or new version of the Services (or any part of them).
- 10.2 From time to time, Signal Corporation may invite you to try Beta Services at no charge. You may accept or decline any such trial in your sole discretion. Beta Services will be clearly designated as such, for example as beta, pilot, limited release, preview, evaluation release or similar description. Beta Services are: (a) for evaluation purposes only; (b) not to be considered as Services; (c) unsupported; and (e) not guaranteed of ultimate release as Services, or if released, may be subject to additional terms. Any Beta Services trialled may be withdrawn by Signal Corporation at any time. The warranties given by

Signal Corporation in clause 11 do not apply to Beta Services and they should be treated on an "as is – where is" basis.

11. Warranties

- 11.1 Signal Corporation guarantees that it has the full power and authority to grant the rights granted by this End User Agreement to you and that subject to you complying with the terms of this End User Agreement, the use of the Services by you will in no way constitute an infringement of any intellectual property rights of any third party. In the event of a breach of the warranty in this clause 11, your sole remedy will be (at Signal Corporation's option) the replacement of the infringing Services (or part thereof) with non-infringing Services, the modification of the Services so that they cease to be infringing, or the procurement of the right for you to continue using the Services in accordance with this End User Agreement.
- 11.2 Signal Corporation warrants that the then current, unmodified version of the Software provided by Signal Corporation through the Services will operate in all material respects in conformity with the Signal Corporation specifications applicable to such Software as notified to you in writing (Specifications). In the event of any breach of the warranty in this clause 11.2 or any other defect or deficiency in the Software, your sole remedy will be (at Signal Corporation's option) the repair or replacement of the non-conforming Software (or part thereof) or a refund of the fee paid by you for such non-conforming Software (or part thereof).
- 11.3 Signal Corporation warrants that work performed to complete any Services will be performed by qualified personnel in a professional, workmanlike manner, consistent with the prevailing standards of the industry. In the event of a breach of the warranty in this clause 11.3, your sole remedy will be the re-performance of the work resulting in the non-conforming Services by Signal Corporation.
- 11.4 Signal Corporation does not represent that the Services (or any part of them) are error-free or will satisfy all of your requirements. Nor does Signal Corporation provide any warranties in respect of the accuracy, completeness, timeliness or supply of information via the Website (or data storage centres). The warranties in this clause 8 are in lieu of all other warranties in respect of the Services. To the maximum extent permitted under applicable law, all other warranties, conditions and representations, whether express, implied or verbal, statutory or otherwise, and whether arising under this End User Agreement or otherwise are hereby excluded, including, without limitation, the implied warranties of merchantability, non-infringement and fitness for a particular purpose.

12. Limitation of Liability

- 12.1 If you suffer loss or damage as a result of any act or omission of Signal Corporation and the Reseller arising out of or in connection with this End User Agreement, then all claims by you against Signal Corporation and the Reseller whether in contract, equity, tort (including negligence), breach of statutory duty or otherwise) or any other theory of liability are limited in aggregate to the fees paid by you in the minimum sign-on period

immediately prior to the act or omission giving rise to such claim.

- 12.2 Under no circumstances will Signal Corporation, its third party licensors, the Reseller, suppliers and distributors and its directors, officers and employees be liable, whether in contract, equity, tort (including negligence, breach of statutory duty or otherwise) or any other theory of liability for any direct or indirect: loss of profits, loss of revenue, loss of data, loss of anticipated savings; or for any indirect, special or consequential loss whatsoever.
- 13. Export control**
- 13.1 Signal Corporation provides Services and uses software and technology (including the Software) that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. You acknowledge and agree that the Services shall not be used in, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to, countries to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, Embargoed Countries), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, Designated Nationals). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Services, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.
- 14. U.S. Government End Users**
- 14.1 Signal Corporation provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Signal Corporation to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement. Unpublished-rights reserved under the copyright laws of the United States.

15. General

- 15.1 You agree that you have not received or have been offered any illegal or improper bribe, kickback, payment, referral fee, gift or item of value from Signal Corporation (or any of its employees or agents) and the Reseller in connection with this End User Agreement. Reasonable gifts or entertainment provided in the ordinary course of business do not violate the foregoing restriction. If you learn of any violation of this clause 15.1 you should notify Signal Corporation by emailing info@getsignal.info.
- 15.2 This End User Agreement is intended to confer benefits on the Reseller and the providers of Third Party Data (together, the Third Party Beneficiaries) for the purpose of the Contracts and Commercial Law Act 2017 (or, if applicable, any equivalent legislation in the jurisdiction in which the Services are being used), and a Third Party Beneficiary will be entitled to enforce those provisions of this End User Agreement that confer a benefit on it.
- 15.3 This End User Agreement and the provision of the Services provided hereunder will be governed by New Zealand law and you agree to submit to the exclusive jurisdiction of the New Zealand courts in respect of any disputes or claims arising out of or in connection with the Services. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- 15.4 This End User Agreement is personal to you and may not be assigned by you or otherwise dealt with by you without the prior written consent of Signal Corporation. If you are not a natural person, any change of control in your corporate entity will be deemed an assignment. Signal Corporation may assign this End User Agreement at any time by notice in writing to you.
- 15.5 This End User Agreement constitutes the entire agreement between the parties with respect to the use of the Services and supersedes all prior or contemporaneous understandings regarding such subject matter.
- 15.6 If any of provision of this End User Agreement is determined to be illegal, invalid or otherwise unenforceable, then to the extent, it shall be severed and deleted from these terms and the remaining terms shall survive and continue to be binding and enforceable.
- 15.7 No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of the End User Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the End User Agreement.
- 15.8 Any provision necessary for the interpretation or enforcement of this End User Agreement shall survive any expiry of termination.