



500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00025048

Confidential

1 of 2

Prepared for: Bill Greeves
Wake County, NC
PO Box 828
Wendell, NC 27591-0828
(919) 212-7000 +1.919.856.5800
919-365-6603
bgreeves@wakegov.com

Quotation Date: September 12, 2016
Quote Expiration Date: September 30, 2016
Rep: Travis Scott
travis.scott@everbridge.com

Contract Summary Information

Contract Period: 3 Years
Contract Optional Years: 2 Years

ANNUAL SUBSCRIPTION

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	\$160,000.00	\$160,000.00
Everbridge IPAWS Notification	Recurring	1	\$7,900.00	\$7,900.00

PREMIUM FEATURES / USAGE

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
PrecisionGIS with Open Geo-coding	Recurring	1	\$16,000.00	\$6,232.00
Everbridge Community Engagement	Recurring	1	\$24,000.00	\$24,000.00

PROFESSIONAL SERVICES

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Consulting Services - Per hour fee (Remotely delivered)	One-Time	32	\$250.00	\$8,000.00
Premium Implementation with Additional Support (8 Hrs)	One-Time	1	\$10,000.00	\$10,000.00
Consulting Services - Per Hour	One-Time	32	\$325.00	\$10,400.00



500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00025048

Confidential

2 of 2

Pricing Summary:

Year One Fees*: \$226,532.00

One-time Implementation and Set Up Fees: \$0.00

Total Year One Fees: \$226,532.00

Subsequent Year(s) Ongoing Annual Recurring Fees: \$198,132.00

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of GSA Contract No. GS-35F-0692P and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. GS-35F-0692P, or the EULA.

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Supplemental Notes:

Contract will run from date of signature to December 31, 2017. Subsequent years will run from January 1 - December 31.

Additionally, the professional services provided for both remote and on-site training will be available for a total of 24 months from the date of signature.

Payment term for this contract is net-90 days.

Quote must be executed prior to September 30, 2016.

Authorized by Everbridge:

To accept this quote, sign, date and return:

Signature Date

Authorized Signature Date

Print Name Title

Print Name Title

Everbridge Mass Notification

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Usage

- Unlimited Domestic Emergency Alerts and Testing Messages

- Unlimited Domestic Non-Emergency Alerts Messaging

*Usage above applies to notifications generated through the Everbridge Manager user interface. Automated notifications are subject to additional fees.

Core Platform Access

- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration

- Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, Windows 10, etc.)

- Two (2) Organization with unlimited nested static and dynamic groups

- Access to Everbridge Elastic Infrastructure for message delivery

- Custom branded community opt-in portal with custom fields and opt-in subscriptions

- Flexible role-based access controls to manage user permissions

- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

Key Notification Features

- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection

- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages

- One-screen broadcast creation workflow to speed message creation and reduce human error

- Everbridge Network to access situational intelligence & notifications shared by other public and private groups

- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'

- Contact filtering based on custom criteria

- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)

- Automatic address geo-coding for contacts

- Organization specific customizable caller ID, greetings, and broadcast settings

- SMPP based SMS text messaging

- Multi-language Text to Speech Engine and Custom Voice Recording

- Real-time reporting for improved situational awareness and easier after action analysis

- 5 Live Operator Message Initiations per year

- Interactive Dashboard for Organizational Activity Summary

- Unlimited Notification Templates

- Self-service Single Contact Record Adjustments

- Self-service Contact Import via CSV Upload

- Bulk Contact Management Automation via Secure FTP

Set-up, Implementation & Support

- Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation

- Self Service Administrative Set-up, Configuration and Default Preferences

- Initial Member Data Upload and Test Broadcast Support

- Unlimited Access to Everbridge University classes

- 24x7 Customer Support (phone, web, email)

- Global Support/Operations Centers for Redundant Live Support

- Dedicated Account Manager

Everbridge Community Engagement (SLG)

The Community Engagement solution supports active and engaged communities with:

- **An Easy Opt-In System**
Gathering and managing emergency management opt-ins from residents can be difficult. Connecting and engaging with as many citizens as possible, however, allows community reach to be quickly expanded.
- **Keyword Opt-In:** Allow large groups of people to easily opt-in to a database by texting a keyword. Includes 5 keywords. Additional keywords may be purchased.
- **Resident Opt-in by Zip Code:** Residents can easily sign up for community alerts by texting their zip code to 888777
- **Foster a Two-Way Dialogue with Social Media Integration**
With the help of Community Engagement's social media integration, neighbors can share valuable information, suggest ways to collectively address safety concerns, plan public events and more.
- **Empower Residents to be Eyes and Ears of the Community**
Residents can be valuable resources for law enforcement. Through the use of Everbridge's Community Engagement solution, police and other local authorities empower residents to invest in their community through outreach, collaboration and shared leadership.
- **Enable Real-Time Alerts with Mobile App**
Everbridge's OneBridge Mobile App is a free smartphone application that allows residents to receive real-time alerts and safety information from agencies. The OneBridge Mobile App provides a two-way engagement between residents, local public safety organization and emergency management.

Access

- Unlimited Administrators, Dispatchers, and Group Managers for web-based portal to initiate and manage messages
- Unlimited Administrators, Dispatchers, and Group Managers for web-based portal to post messages to social media.

Usage

- Unlimited Web Messages
- Unlimited Facebook & Twitter Notifications

Key Features

Alerts	X
Advisory	X
Community	X
Unlimited Nixle SMS	X
Unlimited Email	X
Multiple Email Attachments	X
Web Publications	X
Social Media (Facebook & Twitter)	X



SYSTEM INCLUSION

Confidential

Location Targeting: City/Town Name or Zip Code	X
Messaging templates	X
Email templates	X
Google Public Alerts	X
Multiple Admin & User Accounts	X
Social Media Reporting	X
SMS, Email, Delivery Stats	X
Provisioning Services including account & user setup	X

Set-up, Implementation, and Support

Self Service Administrative Set-up, Configuration and Default Preferences
Unlimited Access to Everbridge University
24x7 Customer Support (phone, web, email)
Global Support/Operations Centers
Dedicated Account Manager



Mass Notification

The screenshot displays the Everbridge Mass Notification interface. On the left, a sidebar shows the 'Profile Manager' with a green success message: 'Congratulations! you have successfully registered. Please click here to go to the Profile Manager.' Below this is the 'Account Setup' section with four items: 'My Profile', 'Subscriptions', 'Custom Fields', and 'Locations I Care About'. The main content area is titled 'Notifications' and includes a 'New Notification' button. Below this is a tabbed interface with 'Broadcast Template', 'Schedule / Recurring Broadcast', 'Active Broadcast / Broadcast History', and 'Message Template'. The 'Active Broadcast / Broadcast History' tab is selected, showing a table of notifications. The table has columns for 'Title', 'Type', 'Category', and 'Created On'. The first row is highlighted in red and shows a 'Wildfire Warning - Prepare your vehicle' notification. The second row shows a 'Wildfire Warning - Prepare inside your home' notification. The third row shows an 'Evacuation - Flood Warning' notification. The fourth row shows a 'Staffing Shortage' notification. The fifth row shows a 'Chemical Event - Decon Team Activated' notification. The sixth row shows a 'Chemical Event - No Decon' notification. The seventh row shows an 'Amber Alert' notification. The eighth row shows an 'Emergency Operations Center Call In' notification. The ninth row shows an 'Incident Management Team Conference' notification. The tenth row shows a 'Flood Warning' notification. The eleventh row shows a 'Flood Watch' notification. The twelfth row shows a 'Flood Statement' notification. Below the table is a 'Save' button. On the right, a 'Broadcast Report' for the 'Wildfire Warning - Prepare inside your home' notification is displayed. The report shows the start time as 22/08/12 11:23:36 CDT, the end time as 'Currently active', the priority as 'Standard', the sent by as '7/23/2012 - 11:05AM', and the category as 'Wildfire Warning'. Below the report is a map of the Minneapolis area.

Title	Type	Category	Created On
Wildfire Warning - Prepare your vehicle	Standard	Wildfire Warning	2012-08-22 11:21:43
Wildfire Warning - Prepare inside your home	Standard	Wildfire Warning	2012-08-22 11:20:54
Evacuation - Flood Warning	Standard	Evacuation	2012-08-22 11:04:50
Staffing Shortage	Polling	Staffing	2012-08-22 11:01:17
Chemical Event - Decon Team Activated	Standard	Chemical Event	2012-08-22 10:58:47
Chemical Event - No Decon	Standard	Chemical Event	2012-08-22 10:58:09
Amber Alert	Standard	Amber Alert	2012-08-22 10:58:59
Emergency Operations Center Call In	Polling	EOC Call In	2012-08-22 08:50:12
Incident Management Team Conference	Conference	Incident Mgmt Conf Call	2012-08-22 08:48:39
Flood Warning	Standard	Flood	2012-08-22 08:44:27
Flood Watch	Standard	Flood	2012-08-22 08:42:58
Flood Statement	Standard	Flood	2012-08-22 08:41:44

Overview

Everbridge Mass Notification enables users to send notifications to individuals or groups using lists, locations, and visual intelligence. This comprehensive notification system keeps everyone informed before, during and after all events whether emergency or non-emergency. Discerning customers choose Everbridge Mass Notification for its robust analytics, GIS capabilities, flexible, customizable contact management system and a unique “globally local” approach that makes it simple to notify or manage contacts and/or manage contact data across multiple distributed data stores from a single access point.

- + Citizen Protection and Life Safety
- + Emergency Response and Management
- + Continuity of Operations
- + Developing Your Notification Program
- + Power outages

ANTICIPATE, TARGET, COMMUNICATE

- + Intelligent, personalized message delivery is about targeting the individual and not the device. Escalation follows the order of contact preference designated by the recipient and stops once the recipient confirms receipt.
- + GIS-based message targeting to quickly and easily send messages to recipients in a specific geographic region defined by zip code, street address, radius from a specific point, or other attribute. Specify a location with user-friendly drawing tools or even upload shape files from other applications for on-the-fly notifications to targeted geographic areas.
- + Support for up to 13 contact paths is included, providing flexibility in broadcasting messages to virtually any communications device, including desktop alerts, in addition to supporting escalation workflow throughout the organization.
- + Build events for one-click sending during incidents. Set up notification templates with pre-determined contact lists and pre-defined messages for faster communications in a crisis.
- + Quickly resend notifications to recipients, or send follow up messages to all or a sub-set of recipients for tracking within the same incident or event.
- + Flexible call-throttling capabilities empower system administrators to configure rules based on their infrastructure's capacity.
- + Segregate your management and operating structure into multiple notification environments. Separating by geography, department/function, country or other criteria provides maximum security and flexibility.
- + Web Posting allows notifications to automatically be published to systems such as: Public Websites, Intranets, Internal Systems, and Social Media.

ADVANCED MOBILITY AND CONNECTIVITY

- + Bring the power and security of communications and incident management to mobile devices everywhere, even under adverse network conditions.
- + Support for multi-platform smart phones and tablets including Apple® iOS and Android™ devices are provided.
- + Benefit from reporting and analytics with a native interface designed for the operating system of the device.
- + Send notifications with a multiple-choice question with up to nine different responses or "I'm OK" citizen wellness information.

GLOBAL READY

- + Personalize your reach to a global audience by broadcasting messages globally, in any language.
- + Multilingual text-to-speech capability enables you truly to localize communications.

- + Globally local call routing increases the delivery speed and volume of voice notifications; your global calls will be initiated using providers that are local to the call recipient.
- + Customized global caller ID enables you send a single notification anywhere in the world with a caller ID can be customized per country and is local and familiar to the call recipient.
- + Store your data locally and securely in your country of preference and comply with the regulatory requirements of that locale.
- + An organization with multiple, distributed data stores does not need to do anything special in order to access or manage this contact data or notify contacts. A unified access point makes the location of data transparent to the user.
- + Designed to meet the highest standards for regulatory requirements and handling of PII worldwide, including encryption of data at rest, if needed.

GEO-INTELLIGENT TOOLS

- + Save and organize critical and often-used shapes and boundaries to improve communication speed and accuracy.
- + Create or import regions for one-time use or categorize and store to the Region Library for reuse later.
- + Dynamic search, filtering and targeted alerts allow you to view the locations of special needs populations, subscribers to specific alert types, fire districts, police stations, and more.
- + Load, geo-code and manage contact data within a single interface and in real-time.
- + Search address, location or point of interest and exclude contacts based on location or other attributes.

FLEXIBLE, CUSTOMIZABLE CONTACT MANAGEMENT

- + Easily automated bulk, partial and full updates utilizing a secure, industry standard method for data transfer.
- + Update groups and custom fields without compromising information from HR systems.
- + Organize and categorize contact data in a way that is meaningful to your organization.
- + Search or filter contacts on any attribute or combination of attributes within the contact's profile.
- + Easily notify contacts and/or manage contact data across multiple distributed data stores from a single access point.
- + Data can be populated from several sources and geo-coded. 911 data can be kept separate for emergency-only usage.



REPORT, ANALYZE, UNDERSTAND

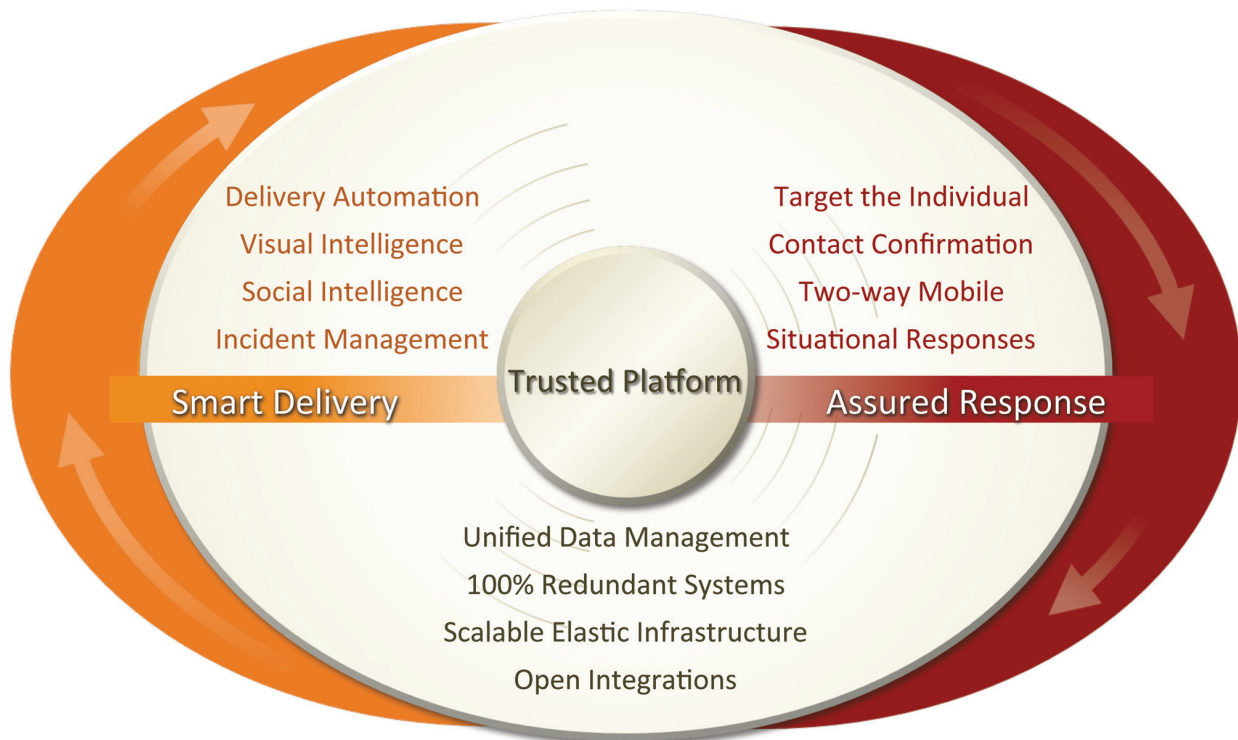
- + Comprehensive, robust analytics and reporting capabilities provide the actionable intelligence needed to enhance your continuity and resiliency, as well as measure your communication program's effectiveness and to continually improve its efficiency.
- + Armed with powerful, accurate incident analyses in real-time, decision-makers are empowered to make changes on-the-fly, leading to better results.
- + Launch frequently requested reports on-the-fly with Quick Reports.
- + Provide summary and detailed after-action reports for continuous improvements as well as management and regulatory compliance.
- + Easily enhance exported reports with off-line creation of pivot tables and cross-referencing.

POSITIVE USER EXPERIENCE

- + Comprehensive and intuitive administrator interface to manage settings, limits and defaults.
- + Separate user and contact management that uses role-based access controls.
- + Account and Organizational hierarchy structure.
- + Comprehensive self-service administration.
- + Mass Notification provides branded, customizable profile management portals to administer both publicly available and private (invitation only) opt-in. Both are accessed via a link on your website that directs participants to the opt-in interface.
- + Public and private portals are Section 508 compliant and include field-level view/read/write access controls. The intuitive interface enables recipients to quickly and easily manage their preferences including contact information, locations they care about, alert preferences and more.

SUMMARY

Whether you need to immediately contact stakeholders or to manage nonemergency tasks like tests and peak usage, Everbridge's reliable and easy-to-use system keeps everyone up to date. Everbridge offers a single platform for all critical communications, so that you can better protect life and property, meet regulatory requirements, and improve operational efficiencies.



The Everbridge Difference

Scalability

Everbridge's next generation elastic infrastructure delivers unmatched scale and performance. It incorporates real-time intelligent monitoring of system demand to ensure optimal notification delivery performance. So when spikes in demand occur, the system's architecture seamlessly taps into a near-infinite amount of capacity and processing resources to satisfy all notification delivery needs – without failures or bottlenecks.

Patented Innovation

Everyone says that they lead the industry in innovation – but Everbridge has been granted more patents than any other mass communication vendor. These patents underscore Everbridge's vision, industry expertise and technology proficiency in mass communications and reflect the advancements that Everbridge has contributed to the communications industry within the areas of notification systems, geo-notification systems, text-to-speech and speech-to-text notifications.

Secure & Compliant

The Everbridge Solutions Suite features a proprietary ACT-SaaSSM service, an advanced Software-as-a-Service (SaaS) delivery model on a cloud infrastructure with multiple data centers in active-active configuration. Everbridge is the only incident notification provider to offer this level of security, performance, and availability. Leveraging the benefits of Emergency Notification for Cloud ComputingTM helps lower the cost and increase the power of communications, provides flexibility, and creates a more secure computing environment without software, hardware, or internal telephone networks to purchase and maintain.

About Everbridge

Everbridge provides industry-leading interactive communication and mass notification solutions to organizations in all major industries and government sectors. Everbridge solutions increase connectivity to key audiences, automate communication processes, and integrate recipient feedback, data feeds, and social media in a single communications console. Ultimately, these solutions provide the insight and infrastructure that help clients save lives, manage critical activities and improve the efficiency of daily operations.



Everbridge IPAWS Integration

This premium feature enables a client to broadcast alerts to the public via FEMA's Integrated Public Alert & Warning System (IPAWS) from within the Everbridge Suite solution. See <http://www.fema.gov/integrated-public-alert-warning-system> for details.

After a client has received their credentials from FEMA, the client administrator loads their FEMA-assigned digital certificate into their Everbridge Organization, and client users will be able to send messages using any of the authorized IPAWS channels:

- Emergency Alert System (EAS) (short text message to televisions and audio message to radio)
- Wireless Emergency Alerts (WEA) (short text message to mobile phones)
- Non-Weather Emergency Alerts (NWEM) (short audio messages to NOAA radio)
- COG-to-COG (messages to other alerting authorities who have access to IPAWS)

Clients will have the option within the Everbridge notification workflow of sending the message to the IPAWS "live" environment, which will route the message to one or more of the above channels, or the option of sending the message to the IPAWS JITC environment, where clients can evaluate their test messages and train their users.

Note: Everbridge has no influence into the channel permissions assigned to a client. For instance, if a client is granted access to send only to WEA, then Everbridge cannot force the notification to also be sent to the EAS channel.

Benefit to Clients

This feature will benefit clients who:

- Are approved by FEMA and their state emergency management agency to send messages to the general public and/or to send messages to other alerting authorities who have access to IPAWS.
- Want to use one notification to send the same message to IPAWS and to Everbridge/Nixle Contacts
- Need to receive messages addressed to their COG
- Want to pull messages from the Public message board in IPAWS for downstream dissemination to their Everbridge/Nixle contacts

Usage

A client can load their FEMA-assigned digital certificate in one or more of their Everbridge organizations. There is no separate charge for the volume of IPAWS messages a client sends from Everbridge Suite.

Core Platform Access

The Implementations Team must enable the approved IPAWS channel(s) in EB Admin for the designated client Organization.

Key Features

- The IPAWS channels are individually listed as Publishing Options on the Mass Notification form.
- Client user can view the permissions assigned to the COG ID via the Organization Settings page
- Users can send notifications to IPAWS as well as to other Publishing Options and Everbridge/Nixle Contacts
- User can select the IPAWS "live" or "test" environments in the notification form before sending the message
- User can review messages sent to the client's COG ID via the Everbridge Interactive Visibility feature

International Support

None. IPAWS is available only to public safety organizations in the United States.

Set-up, Implementation, and Support

This is a premium feature.

This feature is intended only for clients who have received credentials from FEMA.

Implementations Team must enable the approved channels for a client's Organization.

Note: This feature is not available at the Account Level

Client administrators must load the FEMA-provided digital certificate in the Settings page for the desired Organizations

Clients must contact Everbridge Technical Support if they want to make subsequent changes to their channel options.

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.



3-Day Premium Implementation Service + Remote Support

Service Overview

The Everbridge Premium Implementation Service is offered through a three-day, on-site program that focuses on developing a client's knowledge of the Everbridge solution through customized training to optimize the effectiveness of the client's deployment of the Mass Notification solution.

The Premium Implementation Service allows the customer to leverage Everbridge's solution and industry expertise and best practices to reduce time to solution adoption and accelerate the solution's ROI. The service is provided by a team composed of highly experienced, credentialed professionals with years of incident management and communications expertise.

Scope of Work

The Premium Migration service is a three-day, on-site workshop that will include sessions covering the following topic areas:

- **System Proficiency:** Provides the resources to build a system education and training program to ensure system proficiency on the new solution. Includes delivery of one administrator and group leader training course.
- **Best Practice Resources:** Provides customers with an orientation to the resources available for best practices adoption and ongoing system effectiveness.
- **Contact Data Management:** Provides customers with a tailored data management and migration strategy including a "quality and completeness" analysis of the current data in the system.
- **System Integration:** Provides customers with a thorough understanding of the integration options, requirements, and capabilities specific to the client's environments.
- **Reporting:** Provides customers with an in-depth review of the reporting capabilities within the Everbridge platform for real-time, broadcast, and ad-hoc requirements.
- **Message Content:** Provides customers with a framework for effective messaging and how to pre-populate the Everbridge system with message templates.
- **System Testing & Acceptance:** Provides customers with proven system testing and awareness techniques to enable ongoing system validation.

In addition to the on-site workshop, this offering includes 1 day (**8 hours**) of remotely delivered Professional Services time to be used on an as-needed basis.

Completion Criteria

The engagement is considered complete upon completion of the 3-day workshop.

Time and Expenses

The Professional Services rendered pursuant to this inclusion sheet shall be valid and usable for the lesser of twelve (12) months or the remainder of the then current term. Unless otherwise stated on the quote, travel and other related expenses will be billed separately.



GSA Approved End User License Agreement

This End User License Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”), and the client identified on the Quote (“**Customer**”), effective on the date of Customer’s signature on the Quote (“**Effective Date**”). Everbridge and Customer are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**”.

1. SERVICE. Everbridge shall provide Customer access to its proprietary interactive communication service(s) (the “**Service(s)**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the “**Quote**”). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of households (each a “**Contact**”) set forth on the Quote.

2. PAYMENT TERMS. Customer shall pay the fees set forth in the Quote (“**Pricing**”). If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at the established rates. Everbridge shall invoice Customer annually in advance. All payments shall be made within thirty (30) days from receipt of invoice.

3. CUSTOMER RESPONSIBILITIES.

3.1 Users. If Customer has purchased Mass Notification, Customer shall in its discretion authorize certain of its employees and contractors to access that Service. If Customer has purchased Incident Management, Customer shall authorize only those employees or contractors who are Incident Operators (as defined on Exhibit A) or Incident Administrators (as defined on Exhibit A) to access that Service. Collectively, Customer’s employees and contractors who are authorized to access any Service as provided above are referred to as “**User(s)**”. Each User must be bound in writing to confidentiality obligations sufficient to permit Customer to fully perform its obligations under this Agreement. Customer shall undergo the initial setup and training as set forth in the Implementation – Standard inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. If Customer fails to complete the Implementation process within the sixty (60) day timeframe, Customer must purchase any additional implementation services. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Service. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

3.2 Customer Data. “**Customer Data**” is all electronic data transmitted to Everbridge in connection with the use of the Service, including data submitted by Contacts. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format

specified by Everbridge. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. By purchasing the Service, Customer represents that it has the right to authorize and hereby does authorize Everbridge and its “**Service Providers**” to collect, store and process Customer Data subject to the terms of this Agreement. “**Service Providers**” shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Service. Customer shall maintain a copy of all Customer Contact data that it provides to Everbridge. Customer acknowledges that the Service is a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Service.

4. TERM. This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. [Intentionally Deleted]

5.2 Termination by Everbridge. [Intentionally Deleted]

5.3 Suspension. Everbridge may suspend, with or without notice, the Service or any portion for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension, Everbridge shall use its best efforts to notify Customer and reactivate any affected portion of the Service as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service subject to the terms and conditions of this Agreement. Upon suspension of the Service or termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Service.

6.2 Restrictions. Customer shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly contemplated by this Agreement. Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Service (the “**Software**”) or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the

Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (v) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; (vii) use the Service in violation of any applicable law or regulation; or (viii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Service, the Software or any other proprietary technology, material or information made available to Customer through the Service or otherwise in connection with this Agreement (collectively, the "**Everbridge Technology**"), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights ("**IP Rights**") therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Services.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, "**Confidential Information**" means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a governmental authority. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be Everbridge's Confidential Information.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 Customer Representations and Warranties. Customer represents and warrants that during use of the Service, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, "**First Responders**"). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Service does not serve as a substitute for Customer's own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Service. Customer represents and warrants that all notifications sent through the Service shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (x) Customer's own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

9. INDEMNIFICATION.

9.1 By Customer. [Intentionally Deleted]

9.2 By Everbridge. Everbridge shall indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other IP Right in a country in which the Service is actually provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Service; (ii) replace same with a non-infringing service; (iii) modify such Service so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Service or Software in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (z) any modification of the Service or Software by any person other than Everbridge.

10. LIMITATION OF LIABILITY. Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the schedule contract (i.e. Price Reductions, Patent Indemnification, Liability for Injury or Damage, Price Adjustment, Failure to Provide Accurate Information).

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Customer acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by

any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

11.4 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the federal laws of the United States of America.

11.6 Notices. Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth on the Quote. Either Party may change its address by giving notice as provided herein.

11.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.8 Entire Agreement. [Intentionally Deleted]

11.9 Marketing. Everbridge shall obtain Customer's express written consent in order to reference Customer's name and logo as an Everbridge customer in Everbridge publications, its website, and other marketing materials.

11.10 Survival. Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

11.12 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

11.13 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

Exhibit A

Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in the Customer's Quote.

"Data Feed" means data content licensed by third parties to Everbridge and supplied to Customer through the Service (e.g., real time weather system information and warnings, and third party maps).

"Incident Administrator" means an individual who is authorized by Customer as an organizational administrator for the Incident Management Service.

"Incident Operator" means an individual who is authorized by Customer as an operator of the Incident Management Service.

"Premium Features" means the products and services listed on the Premium Feature List attached to the Quote.

1. **Data Feeds; Other Data.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, to the extent Customer has purchased a feature that allows Customer to monitor, and utilize information and data from other sources not supplied by Everbridge directly (e.g., Twitter) (collectively **"Other Data"**), Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to all Other Data.
2. **Incident Management.** For Customers purchasing the Incident Management Service: (a) Customers may only designate the number of Incident Operators and Incident Administrators set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; and (d) Customer shall be provided the number of incident templates purchased pursuant to the Quote. If Customer exceeds the number of Incident Operators, Incident Administrators or incident templates purchased, Customer shall be charged the applicable fees then in effect for additional Incident Operators, Incident Administrators or incident templates, as applicable.