PALO VERDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM REQUEST

Meeting Date:

☐	Consent
☒	Action
☐	Information

AREA: Fiscal

RESOLUTION TITLE: APPROVAL OF THREE YEAR CONTRACT WITH EVERBRIDGE FOR EMERGENCY NOTIFICATION SERVICES

BACKGROUND:

THE COLLEGE IS IN NEED OF AN EMERGENCY MANAGEMENT SYSTEM TO NOTIFY STUDENTS, STAFF AND THE COMMUNITY OF EMERGENCIES AND CLOSURES. EVERBRIDGE IS CERTIFIED AS A LEVEL 3 PROVIDER FOR THE DEPARTMENT OF HOMELAND SECURITY. IT WILL PROVIDE EMERGENCY NOTIFICATIONS FOR THE DISTRICT TO SEND MESSAGES VIA SMS TEXT, EMAIL, PHONE, AND SOCIAL MEDIA.

FISCAL IMPLICATIONS:

FIRST YEAR COST OF SYSTEM PLUS IMPLEMENTATION IS $5,400. COSTS FOR YEARS TWO AND THREE ARE $5,000 EACH. TOTAL COST OF CONTRACT IS $15,400

RECOMMENDATION:

RECOMMEND TO APPROVE THE CONTRACT WITH EVERBRIDGE

Administrator Initiating Item:	College Council/Full Admin Review Date:
Russi Egan RE	

everbridge

500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA
Tel 818.366.4911
Fax 818.484.2250
www.everbridge.com

QUOTATION

Quote Number: 00020222
Confidential

Prepared for:
Stephanie Slagan
Palo Verde College
1 College Drive
Blythe, CA 92225
7609215538
stephanie.slagan@paloverde.edu

Quotation Date: December 4, 2015
Quote Expiration Date: January 1, 2016
Rep: Lisa Durel
(818) 230-9736
lisa.durel@everbridgemail.com

Contract Summary Information

Contract Period: 3 Years
MN Contacts up to: 2,500

ANNUAL SUBSCRIPTION

Service	Fee Type	Qty	Unit Price	Total Price
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	$5,000.00	$5,000.00

PREMIUM FEATURES / USAGE

Service	Fee Type	Qty	Unit Price	Discount	Total Price
Everbridge ContactBridge	Recurring	1	$1,500.00	100%	$0.00
Everbridge Community Engagement - OPTIONAL	Recurring	0	$5,000.00	50%	$0.00
Everbridge Suite Security Pack - OPTIONAL	Recurring	0	$1,500.00		$0.00

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Pricing Summary:

Year One Fees*:	$5,000.00
One-time Implementation and Set Up Fees:	$400.00
Total Year One Fees:	**$5,400.00**
Subsequent Year(s) Ongoing Annual Recurring Fees:	$5,000.00

1. Additional rates apply for all international calls.
2. This Quote and the Service(s) provided are subject to the Everbridge, Inc. Core Platform Service Agreement ("Service Agreement") current as of the date of Client's signature below. Please visit http://www.everbridge.com/wp-content/uploads/2015/08/SLG_Core_Platform_Agreement_v5_lkd_5-26-15.pdf to view the Service Agreement in its entirety.
3. If you are purchasing any of our Secure Messaging products for healthcare, those Service(s) are subject to our Business Associate Agreement. Please visit http://www.everbridge.com/Business-Associate-Form-lkd-v1-7.7.15.pdf to review the Business Associate Agreement in its entirety.
4. By signing this Quote you represent that you read, understand and agree to the terms of the Service Agreement, and the Business Associate Agreement if applicable, and are authorized on behalf of the Client to execute the Quote and bind Client to the agreement(s).
5. Subject to sales taxes where applicable.
6. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override the language of the Service Agreement.

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

Supplemental Notes:
.All discounts are valid through 1/31/16. Pricing subject to change 2/1/16.

Authorized by Everbridge:

Signature _____ **Date** _____

Print Name _____ **Title** _____

To accept this quote, sign, date and return:

Russi Egan
Authorized Signature _____ **Date** 1-11-16

Russi Egan
Print Name _____ **Title** VP of A.S.

Client Address for Legal Notice (if different from Billing Address):

_____

_____

_____

Attn: _____

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SYSTEM INCLUSION
Confidential

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 ContactBridge 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

SYSTEM INCLUSION
Confidential

Everbridge ContactBridge

Everbridge ContactBridge application allows users to aggregate mobile recipient feedback in a single communications place enabling decision makers to communicate efficiently with first responders, and their employees and constituents. Below is a list of key system inclusions with Everbridge ContactBridge Application.

Usage

Unlimited Outbound Notifications to Everbridge Mobile Recipient Application via ContactBridge Notifications
Unlimited Inbound Notifications from Everbridge Mobile Recipient Application

Access

Single Web interface console to display aggregated Information
Unlimited administrator access to the Everbridge System

Key Notification Features

Fully integrated with Everbridge Mass Notification
Custom threshold rules and settings for ContactBridge initiated messages

- Define messages and key recipients upon threshold trigger
- Visual and automated alerts when Threshold is reached

Receive and display images, comments and location information from contacts
Advanced Graphical Reporting including Geographic locations if available
Recipient ContactBridge Application for iOS and Android Devices

Set-up & Implementation

Access to a dedicated Implementation Specialist during a Standard Implementation
Self Service Administrative Set-up, Configuration and Default Preferences
Initial Member Creation and Test Notification Support
Unlimited Access to Everbridge University
24x7 Customer Support (phone, web, email)
Global Support/Operations Centers
Dedicated Account Manager

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

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SYSTEM INCLUSION
Confidential

Everbridge Community Engagement (Corporate)

The Community Engagement solution supports active and engaged communities with:

- **An Easy Opt-In System:** Gathering and managing emergency management opt-ins from people can be difficult. Connecting and engaging with as many individuals as possible, however, allows community reach to be quickly expanded. With mobile keywords, large groups of people can easily opt-in to a database by texting a keyword. Includes 5 keywords. Additional keywords may be purchased.
- **Foster a Two-Way Dialogue with Social Media Integration**
  With the help of Community Engagement's social media integration, people can share valuable information, suggest ways to collectively address safety concerns, plan public events and more.

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
Messaging templates	X
Email templates	X
Multiple Admin & User Accounts	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

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SYSTEM INCLUSION
Confidential

Everbridge Security Pack

Everbridge Security Pack provides the following:

- Single Sign On
- Remote Wipe
- Mobile Member message expiration (Mobile Member product sold separately)

Key Notification Features

- **Single Sign On**
  - Simplifies and provides an additional layer of security when signing onto the Everbridge system
  - Allows users to use their network sign-in credentials to log into the Everbridge system eliminating the need to remember a 2nd username and password
  - Login access to Everbridge remains password protected and secure
  - Everbridge password resets do not affect single-sign on
- **Remote Wipe** (does not include Mobile Member)
  - Adds additional security by allowing administrators to delete all notifications from their contact's Mobile Member App
  - Administrators can target individuals for remote wipe for terminated employees or lost device
- **Mobile Member message expiration** (Mobile Member product sold separately)
  - Adds additional security by automatically deleting notifications from the Mobile Member App after the specified duration
  - Allow administrators to configure the number of days for a message, up to 180 days, to remain on the device based on their organization's policies

Set-up, Implementation & Support

- Unlimited Access to Everbridge University
- 24x7 Customer Support (phone, web, email)
- Global Support/Operations Centers for Redundant Live Support
- Dedicated Account Manager

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500 N. Brand Blvd., Ste. 1000 t 888.366.4911 www.everbridge.com
Glendale, CA 91203 USA f 818.484.2299

CLIENT REGISTRATION FORM

*Required information

***Client Name:**
Palo Verde Community College District

Account Number: (Internal use only)

***Requestor/Approver of Services:**
Contact Name: Russi Egan
Email Address: russi.egan@paloverde.edu
Phone Number: 760-921-5524
Other Number:

***Billing Address:**
Contact Name: Stephanie Slagan
Address: 1 College Drive
City: Blythe
State/Province/Region: CA
Postal/Zip Code: 92225
Country: USA

***Shipping/Primary Service Location Address:**
Contact Name: Eric Egan
Address: 1 College Drive
City: Blythe
State/Province/Region: CA
Postal/Zip Code: 92225
Country: USA

***Accounts Payable Department:**
Contact Name: Stephanie Slagan
Email Address: stephanie.slagan@paloverde.edu
Phone Number: 760-9215538
Fax Number: 760-922-0230
Address: ☑ same as Billing Address ☐ same as Shipping Address
1 College Drive
City: Blythe
State/Province/Region: CA
Postal/Zip Code: 92225
Country: USA

Purchasing Department:
Contact Name: Stephanie Slagan
Email Address: stephanie.slagan@paloverde.edu
Phone Number: 760-921-5538
Fax Number: 760-922-0230
Address: ☑ same as Billing Address ☐ same as Shipping Address
1 College Drive
City: Blythe
State/Province/Region: CA
Postal/Zip Code: 92225
Country: USA

***Invoice Submission Email Address(s):**
stephanie.slagan@paloverde.edu

***Do you require a Purchase Order to process payment?**
If Yes, please send Purchase Order to Final.Documents@everbridge.com
Yes ☑ No ☐

(For U.S. Clients only)
***Is your organization exempt from paying Sales and Use Tax?**
Yes ☐ No ☑
If your organization is exempt or is utilizing Direct Pay, please attach a copy of your Exemption or Direct Pay Certificate to this form
*If either of the certificates is not attached to this form, sales tax will be added where applicable.

Please provide any special instructions for submitting and processing invoices for payment:

Please list and attach any required forms and/or web links for invoice processing:
e.g., Wire/EFT/ACH forms, Vendor forms, W9 forms, Registration links

Please return the form via Email to Final.Documents@everbridge.com or Fax to 818-484-2299

Everbridge, Inc.
Core Platform Service Agreement

This Core Platform Service Agreement (**"Agreement"**) is entered into by and between Everbridge, Inc. (**"Everbridge"**), and the client (**"Client"**) identified on the Quote (as defined below), effective on the date of Client's signature on the Quote (**"Effective Date"**). Everbridge and Client are each sometimes referred to as a **"Party"** and collectively, the **"Parties"**.

1. SERVICES.

1.1 Orders. Everbridge shall provide Client access to its proprietary interactive communication solutions(s) (the "**Solution(s)**") subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the "**Quote**"). If applicable, Everbridge shall provide the training and professional services ("**Professional Services**") set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the "**Services**". Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts, (as defined below), households or Users, as applicable depending on the Solutions ordered.

1.2 Affiliates. An Affiliate (as defined below) may purchase Services to the same extent as Client, provided, that the Affiliate purchases the Services on the same terms and conditions as are contained in this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliate. Solely as to the Agreement between Everbridge and such Affiliate, all terms and references to "Client" shall refer to such Affiliate upon execution of an applicable Quote. By executing a Quote each Affiliate agrees to be bound by all the terms and conditions herein as to such Affiliate. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. **"Control"**, for purposes of this definition of Affiliates, means (i) the ownership of greater than fifty percent (50%) of the voting power to elect directors of the subject entity, or (ii) direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. An entity that otherwise qualifies under this definition will be included within the meaning of Affiliate even though it qualifies after the execution of this Agreement.

2. PAYMENT TERMS.

Client shall pay the fees set forth in the Quote (**"Pricing"**). If Client exceeds the usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the then applicable rate. Everbridge shall invoice Client annually in advance for all Solutions and Professional Services. All payments shall be made within thirty (30) days from date of invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge's net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Users. If Client has purchased Mass Notification or Incident Communications, Client shall in its discretion authorize certain of its employees and contractors, and the employees and contractors of Affiliates, to access that Service as Users. If Client has purchased any other Solution, Client shall authorize the number of Users set forth on the Quote as applicable to that Service. Collectively, Client's employees and contractors who access any Solution as provided in this subsection are referred to as **"User(s)"**. A "**Contact**" is any individual person that Client contacts through the Solutions and/or provides their personal contact information to Everbridge, including through an opt-in portal, as applicable. Client shall undergo the initial setup and training as set forth in the Onboarding Inclusion sheet provided with the Quote. If Client fails to complete such onboarding process within sixty (60) days of the Effective Date, unless such delay is the fault of Everbridge, any additional onboarding services will be subject to additional charges. There is no requirement to purchase additional services.

3.2 Client Data. "**Client Data**" is all electronic data Client transmits to Everbridge to or through the Solutions. Client shall retain all ownership rights in Client Data. Client shall have sole responsibility for the accuracy, quality, integrity, and legality of all Client Data. By ordering the Solutions, Client represents that it has the right to authorize and hereby does authorize Everbridge and its Solution Providers to collect, store and process Client Data including Contact data subject to the terms of this Agreement. "**Solution Providers**" shall mean communications carriers, data centers, colocation and hosting services providers, short messaging services (**"SMS"**) providers and content and data management providers that Everbridge uses in providing the Solutions. Client shall maintain a copy of all Client Contact data it provides to Everbridge. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data and any data submitted by Contacts, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data or data submitted by Contacts, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client or Contacts.

3.3 Limitations on Use. Client is responsible for all activity occurring under Client's account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client's use of the Services, including its provision of Client Data to Everbridge. Where applicable, Client shall obtain the required consent of Contacts to send communications through the Solutions. Client shall use the Service in accordance with Everbridge's then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement.

3.4 Security of Services. Everbridge's IT security and compliance program includes the following industry standards generally adopted by U.S. based SaaS providers: (i) reasonable and appropriate technical, organizational and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including to ensure the availability of information following interruption to, or failure of, critical business processes; and (iii) a third party audit of its security controls as provided in the "Privacy and Security Compliance" link on www.everbridge.com.

"**Privacy Laws**" means all United States federal and state laws and regulations regarding consumer and data protection and privacy.

4. TERM. This Agreement shall begin on the Effective Date and shall continue in effect until all underlying Quotes with Client have expired in accordance with the terms of such Quote(s), or if this Agreement is terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein ("**Initial Service Term**"). If a Quote contains Services added to an existing subscription, such added Services shall be billed on a pro-rated basis and will be coterminous with the Initial Service Term or applicable renewal Service term ("**Renewal Term**"), unless otherwise agreed to by the parties. If at the end of the applicable Quote, Client intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the "**Grace Period**") in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the "**Monthly Holdover Fee**"). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the **"Notice Period"**); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement.

5.2 Termination by Everbridge. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Services pursuant to the notice provisions above in Section 5.1. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends access to the Solution(s), Client's account shall not be reactivated until Client is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of up to the lesser of 10% of their annual Solution subscription or $1,000.

5.3 Suspension. Everbridge may suspend the Solution or any portion, for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any substantive violation by Client of Section 3 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Solution. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible. In the event of suspension under (ii), Everbridge shall use best efforts to notify Client within two (2) hours of such suspension.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

6.2 Restrictions. Client shall use the Solution solely for its internal business purposes and shall not make the Solution available to, or use the Solution for the benefit of, any third party except as expressly set forth in this Agreement. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Solution except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) 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 Solution; (vi) defeat or attempt to defeat any security mechanism of any Solution, or (vii) access the Solution for purposes of monitoring Solution availability, performance or functionality, or for any other benchmarking or competitive purposes; provided, however, that this subpart (viii) shall not preclude Client's ability to issue test messages as specified in Exhibit A. Client shall not and shall not attempt to access the Everbridge systems programmatically except as set forth on the System Inclusion sheet for Everbridge Open APIs.

6.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (including copyrights, trade secrets, and all rights in patents, compilations, inventions, improvements, modifications, extensions, enhancements, configurations, derivative works, discoveries, processes, methods, designs and know-how pertaining to any of the foregoing) (collectively, "**IP Rights**"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all feedback and other information (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and those to any modification, extension, improvement, enhancement, configuration or derivative work of the Solutions or any the foregoing elements thereof) are and shall remain solely owned by Everbridge and its respective licensors, and Client hereby assigns any such rights to Everbridge. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

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, electronically, 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, all Client 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. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall retain Confidential Information in accordance with its standard records and data retention policies. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

7.2 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the relevant Solution system inclusion sheet. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS OR SERVICE PROVIDERS WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION 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 SMS Transmission. CLIENT ACKNOWLEDGES AND AGREES THAT THE USE OF SMS SERVICES, ALSO KNOWN AS SMS MESSAGING OR TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. CLIENT FURTHER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT IT ASSUMES ALL RISK ASSOCIATED WITH ANY SUCH DELAY, LACK OF DELIVERY OR INCOMPLETENESS.

9. INDEMNIFICATION.

9.1 By Client. Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding (**"Claim"**) arising out of any data sent, posted or otherwise transmitted via the Solution by Client or Contacts, or Client's breach of the tax provisions in Section 2 or any breach by Client of Sections 3 or 6.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client.

9.3 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance. With respect to Everbridge's indemnification obligations, if (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party as specified above, or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at Everbridge's option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The foregoing remedies are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by

Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any 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. Except for its indemnification obligations under Section 9.2, 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 paid or due by Client to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

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, Client 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 Solution 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. Client 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 Solution.

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 or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

11.4 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an Affiliate or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. Legal notices (i.e., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the Quote. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

11.7 Marketing. Client consents to Everbridge referencing Client's name and logo as an Everbridge Client in Everbridge publications, its website, and other marketing materials.

11.8 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.

11.9 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.

11.10 U.S. Government End-Users. The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

11.11 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT.

EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

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 on the Quote.

Nixle® Branded Products and Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

Everbridge Branded Products:

"Data Feed" means data content licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).

"Incident Administrator" means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Solution.

"Incident Operator" means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Solution.

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due.

2. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Clients may only designate the number of Users 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; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote.

3. **Secure Messaging.** For Customers purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws including, the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), and the Gramm-Leach-Bliley and the Fair Credit Reporting Act, as applicable based on solution purchased. Any Business Associate Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Customer acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Critical Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law**"). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees, that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association. More information can be found at http://mmaglobal.com/policies.

EXHIBIT B

IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

1 IPAWS Authorization: Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.

2. Credentials: Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.

3. Messaging: Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.

4. Term: Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.