

PARTNER PROGRAM TERMS AND CONDITIONS



By participating in the Everbridge Partner Program (“**Partner Program**”), the company or entity submitting the channel partner application (“**you**”, “**your**” or “**Partner**”), being a party to these terms and conditions (“**Agreement**”) with **Everbridge, Inc.**, a Delaware corporation, with a principal place of business at 25 Corporate Drive, Burlington MA 01803 (“**Everbridge**”), agrees to be bound by the Agreement as from the earlier of (i) your acceptance of these Terms; and (ii) your order of Everbridge Services from the Distributor (“**Effective Date**”). Unless otherwise specified by Everbridge, this Agreement shall govern subprograms, including marketing and incentive programs that are offered to you as a participant in the Partner Program.

Partner must submit a complete and accurate program application through the Everbridge website (“**Distributor VAR Application**”) to join the Distributor VAR Application. The Distributor VAR Application is located at <https://www.everbridge.com/about/partner-program/application/>. Everbridge may update the location of the Distributor VAR Application at any time and will provide notice of such update to Partner. Acceptance to the Program is determined by Everbridge. This Agreement does not authorize you to purchase products and services directly from Everbridge. The purchase of Everbridge Services by Partner shall be conducted under separate purchase and sale agreements between Partner and Distributor. In the event of a conflict between this Partner Program and the Distributor VAR Application, this Partner Program shall control.

Everbridge and Partner are each sometimes hereafter referred to as a “**Party**”, and collectively, the “**Parties**”.

1. DEFINITIONS. Capitalized terms shall have the meanings set forth below or as otherwise defined in the Agreement.

Client means any third-party that was resold the Everbridge Services by Partner.

Client Agreement means a legally binding agreement for the purchase of Everbridge Services to Client, entered into between Client and Partner.

Distributor means the name of the distributor selected on the Distributor VAR Application from whom the Partner purchases Everbridge Services.

Documentation shall mean the technical specifications, online help and other help information and other documentation (other than Marketing Collateral) delivered by Everbridge in paper, digital or electronic form, if any, and all modifications to such documents or materials that are made by or on behalf of Everbridge from time to time.

Everbridge-Distributor Agreement means the distribution agreement entered into between Everbridge and the Distributor regarding the purchase and distribution of Everbridge Services.

Everbridge Partner Program means the Everbridge Partner Program as updated from time to time and reflected in our partner program guide.

Everbridge Service(s) shall mean one or more of the Everbridge product solutions and services provided in accordance with their standard product inclusion sheets as may be updated from time to time.

Everbridge Technology shall mean the Everbridge Services, software or any other proprietary technology, material or information made available to Partner or a Client through the Everbridge Services or otherwise in connection with this Agreement.

Marketing Collateral shall mean promotional information and materials concerning the Everbridge Services provided by Everbridge.

Partner-Distributor Agreement means the legally binding terms and conditions entered into between Partner and the Distributor regarding the purchase and resale of Everbridge Services to Clients.

Statement of Work or **SOW** has the meaning given to it in Section 2.8.

Terms and Conditions of Service shall mean the Everbridge Master Services Agreement available at <https://docs.everbridge.com/cdn/legal/EverbridgeMaster-Services-Agreement-for-Customers-of-Reseller-Partners.pdf>, as updated from time to time and notified to Partner.

Territory shall mean United States, Canada and Latin America.

2. ENGAGEMENT.

2.1 Appointment.

(a) During the Term and subject to all terms and conditions herein, Everbridge grants to Partner a nonexclusive, nontransferable right to resell the Everbridge Services in the Territory. Everbridge acknowledges that Partner retains the right to market services on behalf of other service providers which are the same or substantially similar to the Everbridge Services described herein, provided that once Everbridge accepts a Deal Registration for a Prospect (as such terms are defined below), Partner shall not market similar services from another service provider to such Prospect for the same opportunity/use case. Partner will have no right, power or authority to bind or obligate Everbridge in any manner whatsoever except as specifically provided herein. Everbridge retains all ownership rights, title and interest in and to the Everbridge Services and any technology therein, including all intellectual property rights therein and thereto. Nothing in this Agreement shall in any way restrict Everbridge from selling or licensing the Everbridge Services to any individual or entity, any place in the world, except as specifically provided herein.

(b) Partner agrees that, for as long as this Agreement is in force, Partner will not directly or indirectly, solicit or encourage any Client to terminate any Everbridge Services, its Client Agreement, or its relationship with Everbridge. Once a Client has purchased Everbridge Services Partner may not replace those Everbridge Services with any competitive products or services without providing Everbridge with a written request from the Client. Nothing herein shall prohibit Partner from facilitating the termination by a Client of any Everbridge Services, its Client Agreement, or its relationship with Everbridge at the Client's request or in accordance with the terms of the Client Agreement.

2.2 Partner Account; License. During the Term, Everbridge shall provide: (i) Partner with access to the Everbridge Services in accordance with the Terms and Conditions of Service exclusively for demonstration and training purposes only; (ii) prospective clients of Partner access to the Everbridge Services for demonstrations and sales support; and (iii) Clients access to the Everbridge Services in accordance with the end user license terms set out in Section 8.

2.3 Prospect Registration Process. Partner shall submit to Everbridge a completed registration form (“**Lead Form**”) at <https://everbridge.webinfinity.com/> for each prospective Client to whom the Everbridge Services may be resold by Partner (each, a “**Prospect**”). Each Lead Form will apply only to the specific use cases and Prospect that are referenced in such Lead Form. A new Lead Form shall be submitted in accordance with this Section 2.3 for additional or new opportunities or use cases within the same Prospect or Client (as applicable). Everbridge may accept or reject such registrations in Everbridge's sole discretion upon notice to Partner via email within five (5) business days after receipt of a Lead Form and if Everbridge does not expressly accept or reject such registrations within this timeframe, such Lead Form shall automatically expire and, for the opportunity to be considered again by Everbridge, the Partner shall re-submit such Lead Form in accordance with this Section 2.3. Where accepted by Everbridge (an “**Approved Lead Registration**”), the Parties agree that Everbridge will only work with the Prospect in co-ordination with Partner with respect to any opportunity with the Prospect listed on an Approved Lead Registration for the duration of the Approved Lead Registration Period (defined below). Everbridge shall have no obligation to Partner under this provision (i) if a

Prospect is already under contract to receive the Everbridge Services from Everbridge or was under contract to receive the Everbridge Services from Everbridge during the twelve (12) months prior to the submission of the relevant Lead Form, (ii) if a Lead Form is received from a third party not affiliated with Everbridge before a Lead Form referring to the same Prospect is received from Partner, or (iii) if Everbridge has entered into discussions with a Prospect prior to receipt of a Lead Form from Partner. The Approved Lead Registration will automatically expire six (6) months (the “**Approved Lead Registration Period**”) following receipt by Everbridge of the applicable Lead Form if the Prospect has not purchased any of the Everbridge Services, and Partner is not then engaged in active contract negotiations with such Prospect; *provided, however*, that Everbridge may extend the Approved Lead Registration Period in its sole discretion on written notice to Partner. Prospects that are sold Everbridge Services shall be deemed “closed” pursuant to the standard Closed/Won procedures Everbridge uses through its Partner Portal. Everbridge shall have the right to contact the Client (i) with respect to sales of any Everbridge Services outside of the Approved Lead Registration Period, or (ii) with respect to sales of any Everbridge Services not included in the Lead Form during the Approved Lead Registration Period only in coordination with Partner. Everbridge shall have the right to update, amend or change its Prospect Registration Process from time

to time which shall be reflected in the then current version of the Everbridge Partner Program.

2.4 Resale Orders. Upon Everbridge accepting a Lead Form that Partner has submitted for a resale order of Everbridge Services, Everbridge shall provide Distributor with a quote, and a completed order shall include a quote that has been signed by the Distributor and/or a purchase order from the Distributor.

2.5 Client Renewals. Partner shall process resale renewals in the same manner as initial sales and Everbridge will only work with the Client in co-ordination with Partner with respect to any opportunity with the Client related to the relevant renewal, including any additional Everbridge Services being sold as part of such renewal.

2.6 Non-exclusive Arrangement. Each Party acknowledges that the resale arrangements set forth in this Agreement are non-exclusive arrangements, unless otherwise stated in a SOW. Nothing in this Agreement shall be construed to restrict a Party from entering into any other similar or different resale arrangements with third parties.

2.8 Statement of Work Documents. The Parties may enter into a mutually executed statement of work document (each a "SOW") pursuant to the general terms and conditions of this Agreement that sets forth specific terms and conditions related to a particular Prospect or Client opportunity. The Parties agree that the intention is that SOW's will only be required for the resale of Visual Command Center or full Critical Event Management leads; and in the case of any conflicting terms between a mutually executed SOW and this Agreement, the SOW shall control.

2.9 Partner-Distributor Agreement. The Partner's right to resell Everbridge Services under this Agreement is expressly conditional on the Partner-Distributor Agreement being entered into and remaining in full force and effect.

3. RESPONSIBILITIES.

3.1 General. Each party hereto will: (a) conduct business in a manner that does not reflect unfavorably at any time on the other Party's services, and the good name, goodwill and reputation of the other Party; (b) avoid deceptive, misleading or unethical practices that are detrimental to the other Party or the other Party's services; and (c) at each party's sole expense, comply with good business practices and maintain in compliance with any and all applicable laws.

3.2 Joint Marketing. The Parties shall participate in marketing activity mutually agreed to and developed (through the Distributor or directly). Partner shall use best efforts to promote and market the Everbridge Services in the Territory, including but not limited to, through sales representative outreach, web site marketing, printed collateral, print and on-line advertising and other demand generation activities.

3.3 Trademarks. During the Term of this Agreement and subject to all terms and conditions herein, each party (the "Licensor") grants to the other party (the "Licensee") a nonexclusive, nontransferable right and license (without right to sublicense) to use the Licensor's trademarks in accordance with the Licensor's prior written instructions, solely in connection with advertising, promoting and marketing the Everbridge Services. The Licensee represents that it shall comply with the Licensor's then current guidelines for use of its trademarks. Nothing herein grants the Licensee any right, title or interest in the trademarks. The Licensor shall at all times retain all right, title and interest in and to all intellectual property rights contained in its trademarks. The Licensee agrees not to challenge the Licensor's trademarks or registration thereof or to register (or make any filing with respect to) the Licensor's trademarks or any trademarks, marks or trade names confusingly similar thereto (or attempt, or induce or assist any third party, to do any of the foregoing). All use and goodwill associated with the Licensor's trademarks will inure to the benefit of the Licensor.

3.4 Representations. Partner shall not make, and will be responsible and liable for, any advertising, marketing or warranty regarding the Everbridge Services that exceeds the warranties granted by Everbridge in the Terms and Conditions of Service. At all times, Partner shall comply with all laws, rules, ordinances, decrees and regulations applicable to its activities under this Agreement.

3.5 Partner Implementation Program and Training. Partner shall adhere to the Everbridge Partner Program in respect of the implementation, sales and product training. The Parties shall be responsible for their own expenses incurred in connection with the training requirements set out in Everbridge Partner Program.

3.6 Partner Support Obligations.

(a) **Sales Support.** As of the Effective Date, Partner agrees to (i) actively promote the sale of the Everbridge Services to Clients within the agreed upon Territory; and (ii) Everbridge and Partner agree to provide a designated

representative to act as a primary contact to Everbridge for activities in furtherance of this Agreement during the Term.

(b) **Service Support.** There are two tiers of support (Tier 1 and Tier 2) that may be utilized in order to resolve a service issue. Tier 1 is the first level of technical and user support and is the responsibility of Partner for all reseller engagements. Tier 1 support shall be for all issues related to basic implementation, basic usage and any Partner interface or application issues, as applicable, and general account information. All Partner resale clients should be processed through Partner's Tier 1 support before being submitted to Everbridge Tier 2 support.

(c) **Partner Education Certification.** Unless otherwise agreed to by Everbridge, Partners shall complete the applicable certification as set forth in Section 3.5 above prior to the commencement of any of its reseller services as provided in this Agreement.

3.7 Everbridge Support Obligations. To the extent an issue is not resolved by Tier 1 support, Tier 2 support will be provided by Everbridge based on the then current published Support Services Guide. Everbridge will provide Tier 2 customer technical escalation support to one named Partner representative through email, web portal, or toll free telephone service for any current Partner Clients. As referenced in 3.6(b) above, nothing in this Section is intended to limit or modify the support terms in any separately executed agreement between the Parties.

3.8 Insurance. Everbridge will maintain during the term of this Agreement the following coverages: (i) General Liability insurance, with liability limits of at least \$5,000,000; (ii) Network Technology/Cyber Liability coverage with limits of at least \$5,000,000; and (iii) workers' compensation insurance as required by the state or local law in which the work is performed. Upon request by Partner, Everbridge shall provide Partner a certificate of insurance evidencing such coverages.

3.9 Data Privacy Obligations. The Parties each agree to comply with the provisions of Exhibit A in respect to any personal data processed for Partner in connection with the provision of the Everbridge Services resold by Partner to a Client.

4. PAYMENTS; TAXES AND REPORTING.

4.1 Costs and Expenses. Except as specifically provided in this Agreement, each party is responsible for all costs and expenses incurred in connection with its performance.

4.2 Pricing and Payment. All pricing, billing and payment for any Everbridge Services resold by the Partner under this Agreement is provided for, and dealt with, directly between the Partner and the Distributor. If Partner is in breach of the Partner-Distributor Agreement for non-payment, Everbridge may, on the written instruction of the Distributor, suspend all pending or new Lead Forms.

4.3 Step-In Rights. Partner will ensure that each Client Agreement includes step-in rights in favor of Everbridge that will allow Everbridge to step-in and enforce any non-payment from a Client, to the extent that such non-payment relates to Client's usage or overage of licenses or message credits.

5. CONFIDENTIALITY.

As used herein, "Confidential Information" means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing, 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 Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information (except for personal data) 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. Money damages may not be an adequate remedy if this Section 5 is breached and, therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach or threatened breach. Each party may disclose only the general nature,

but not the specific terms, of this Agreement without the prior consent of the other party; *provided, however*, that either party may provide a copy of this Agreement or otherwise disclose its terms in connection with any financing transaction or due diligence inquiry.

6. INTELLECTUAL PROPERTY; INDEMNIFICATION.

6.1 Everbridge Intellectual Property. Partner acknowledges that Everbridge shall have sole and exclusive ownership of all right, title, and interest in and to the Everbridge Technology, Documentation and all copies including all derivations, modifications and enhancements thereto (including but not limited to ownership of all intellectual property rights) including all changes or improvements requested or suggested by Partner ("**Everbridge's Intellectual Property**"). This Agreement does not provide Partner or Clients with title or ownership of Everbridge Intellectual Property, but only a right of limited use.

6.2 Everbridge Indemnities. Everbridge shall indemnify, defend and hold harmless Partner and its respective employees, officers, directors, affiliates ("**Partner Indemnified Parties**") from and against any third party claims, costs and expenses (including interest penalties, attorney's fees, discovery or predisposition costs or fees and disbursements) (collectively, "Losses"), arising from (a) Partner's authorized usage of any Everbridge trademarks or marketing materials used by Partner in accordance with this Agreement; (b) Everbridge's breach of Section 5 (Confidentiality); (c) any claim that the Everbridge Technologies infringe any patent, copyright, trademark, trade secret, or other proprietary right; except in each case to the extent such Losses arise out of the gross negligence or willful misconduct of, or breach of this Agreement, by Partner or the applicable Partner Indemnified Party.

6.3 Partner Indemnities. Partner shall indemnify, defend and hold harmless Everbridge and its respective employees, officers, directors, affiliates ("**Everbridge Indemnified Parties**") from and against any Losses arising from (a) any misrepresentation of the Everbridge Services by Partner or any representation or warranty with respect to the Everbridge Services that exceeds the representations or warranties made by Everbridge with respect to such Everbridge Services in the Terms and Conditions of Service, (b) any violation of applicable law by Partner, or (c) a breach of Section 5 (Confidentiality) by Partner, except in each case to the extent such Losses arise out of the gross negligence or willful misconduct of, or material breach of this Agreement, by Everbridge or the applicable Everbridge Indemnified Party

6.4 Exclusions. Everbridge shall have no liability or obligation hereunder with respect to any claim to the extent attributable to any (a) use of software or Everbridge Services not strictly in accord with this Agreement, or in an application or environment or on a platform or with devices for which it was not designed or contemplated, (b) alteration, combination or enhancement of the software or Everbridge Service not created by or for Everbridge, or (c) continuing allegedly infringing activity after being notified thereof or continuing use of any version after being provided modifications that would have avoided the alleged infringement.

6.5 No Implied Licenses. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted and Everbridge (and its licensors) shall retain all right, title and interest in and to the Everbridge trademarks, Everbridge Technology, Documentation and Marketing Collateral (and all patent rights, copyright rights, trade secret rights and all other intellectual property and proprietary rights embodied therein). Partner agrees not to take any action inconsistent with such ownership. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted and Partner (and its licensors) shall retain all right, title and interest in and to the Partner trademarks and Partner services (and all patent rights, copyright rights, trade secret rights and all other intellectual property and proprietary rights embodied therein). Everbridge agrees not to take any action inconsistent with such ownership.

7. WARRANTIES AND DISCLAIMERS.

7.1 Partner. Partner represents and warrants to Everbridge that (a) it is duly organized, validly existing and in good standing under the laws of its governing jurisdiction and has all requisite power and authority to enter into this Agreement, (b) it is duly authorized and empowered to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, and that the same will not conflict or cause a default with respect to its obligations under any other agreement, and (c) it has sufficient rights and capabilities to resell the Services.

7.2 Everbridge. Everbridge warrants to Partner (but not to any Client or other third party) that it will use commercially reasonable efforts to maintain the Everbridge Services operational at all times, subject to downtimes resulting from scheduled maintenance, repairs and upgrades. Notwithstanding the foregoing, the Everbridge Services may be temporarily unavailable, when

deemed reasonably necessary or prudent by Everbridge to repair, maintain or upgrade the Everbridge Services. Everbridge will attempt to notify Partner and Clients in advance of any such unscheduled downtime. Representations and warranties provided by Everbridge for the Everbridge Services to Clients shall be limited to those set forth in Everbridge's Standard Terms and Conditions for such Everbridge Services. Additionally, Everbridge represents and warrants to Partner that (a) it is duly organized, validly existing and in good standing under the laws of its governing jurisdiction and has all requisite power and authority to enter into this Agreement, or (b) it is duly authorized and empowered to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, and that the same will not conflict or cause a default with respect to its obligations under any other agreement.

7.3 Disclaimers. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE EVERBRIDGE SERVICES, SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. EVERBRIDGE DOES NOT WARRANT THAT THE EVERBRIDGE SERVICES, SOFTWARE OR DOCUMENTATION WILL MEET PARTNER'S OR CLIENT'S REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE.

TO THE FULLEST EXTENT PERMITTED BY LAW, EVERBRIDGE HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE EVERBRIDGE SERVICES, SOFTWARE AND DOCUMENTATION INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

8. END USER LICENSE TERMS.

When reselling any Everbridge Services, Partner shall require each Client to enter into a valid commercial agreement that has the mandatory provisions from the Terms and Conditions of Service set out in Exhibit B.

9. LIMITATIONS.

9.1 Limitations of Liability. IN NO EVENT SHALL PARTNER OR EVERBRIDGE (OR ITS SUPPLIERS) BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL (INCLUDING ANY ERROR OR DAMAGE ATTRIBUTABLE TO ANY NETWORK OR CLIENT OR PARTNER SYSTEM), (B) EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS IN SECTION 6.3, INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (C) EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS, DAMAGES, IN THE AGGREGATE, IN EXCESS OF US\$100,000, EVEN IF THE BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

10. TERM AND TERMINATION.

10.1 Term. Unless terminated earlier as provided in this Section 10, this Agreement shall have a term extending one (1) year from the Effective Date ("**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive terms of 1 year each (each a "**Renewal Term**"; together with the Initial Term referred to as the "**Term**") unless either party notifies the other in writing of its intention not to renew no later than 90 days prior to the expiration of the then current term.

10.2 Termination for Cause. Either Party may terminate this Agreement without liability to the other (a) if the other Party materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice to do so, or (b) immediately upon written notice, if the other party makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other Party's property, or the other Party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within ninety (90) days, or the other Party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course. Everbridge may terminate this Agreement immediately upon notice in the event of a violation by Partner of the Foreign Corrupt Practices Act or any equivalent local law.

10.3 Termination by Everbridge. Everbridge may immediately terminate this Agreement without liability to Partner if (i) the Partner-Distributor Agreement

terminates or expires; or (ii) the Everbridge-Distributor Agreement terminates or expires in accordance with its terms.

10.4 Effects of Termination. Upon any expiration or termination of this Agreement, all rights, obligations and licenses hereunder shall cease, except that:

a. Existing Rights. All obligations that accrued prior to the effective date of termination (including without limitation, payment obligations and any ongoing obligation of Everbridge to provide Everbridge Services to Clients on behalf of Partner) and any remedies for breach of this Agreement shall survive any termination. Each Party's obligations in respect of any Prospects shall cease.

b. Marketing. Partner shall immediately stop using any Everbridge trademarks and Everbridge Services, and stop promoting, demonstrating or procuring orders for the Everbridge Services and stop taking any other action or making any representation from which it might be inferred that any relationship exists between Everbridge and Partner (but not act in any way to damage the reputation of Everbridge or any Everbridge Service). Everbridge shall immediately stop using any Partner trademarks and stop taking any other action or making any representation from which it might be inferred that any relationship exists between Everbridge and Partner.

c. Orders. If Everbridge issues any termination notice, it shall be entitled before fulfilling any pending or new Client registration, to require payment or other security for payment of all previously outstanding balances plus the amount of any new or pending order, in accordance with the payment terms section of this Agreement. Acceptance of Partner's orders after termination shall not constitute a renewal of this Agreement or waiver of the right of Everbridge to treat this Agreement as terminated.

d. Clients. Everbridge shall have the right to enter into, and Partner agrees to assist with, direct discussions with the Client regarding the provision of Everbridge Services to such Client directly from Everbridge or through another registered partner.

e. Survival. The provisions of Sections 4.6, 5, 6, 7, 8, 9, 11 and this Section 10.4 shall survive any expiration or termination of this Agreement.

10.5 No Further Liability. Each party understands that the rights of termination hereunder are absolute and it has no rights to a continued relationship with the other after termination (except as expressly stated herein). Neither party shall incur any liability whatsoever for any damage, loss or expense of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party that complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expense.

11. GENERAL PROVISIONS.

11.1 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of Delaware, without regard to its conflicts of laws rules. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.2 Relationship. Neither the making of this Agreement nor performance of its provisions shall be construed to constitute either of the parties hereto as an agent, employee, partner, joint venture, employee or legal representative of the other for any purpose whatsoever. The Parties' relationship during the term of this Agreement will be that of independent contractors. In all matters relating to this Agreement, neither Party nor its employees or agents are or will act as employees of the other Party in the meaning or application of any laws or regulations that may impute any obligations or liability to the other Party by reason of an employment relationship.

11.3 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 either party, and any such attempted assignment shall be void and of no effect without the advance written consent of the other Party; provided that either Party may assign this Agreement without the other Party's consent to any affiliate of such Party or in connection with the sale of all or substantially all of its assets or business related to this Agreement, or a sale or other transfer of a controlling interest in such Party, whether by merger, consolidation, sale of securities, or other legal means provided such sale or transfer is not to a competitor of the non-assigning Party.

11.4 Entire Agreement; Amendment. This Agreement, including its Exhibits, 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.

11.6 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

11.7 Counterparts. This Agreement shall be executed in two or more counterparts, and each such counterpart shall be deemed an original hereof.

11.8 Delay or Omission Not Waiver. No delay or failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

11.9 Force Majeure. Except for payment obligations, neither Party will be responsible for any failure or delay in its performance due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, terrorism, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such Party gives prompt written notice thereof to the other Party and uses its diligent efforts to resume performance.

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

11.11 Notices. Notices under this Agreement shall be sufficient only if in writing and personally delivered; delivered by a major commercial rapid delivery courier service; or mailed by certified or registered mail, return receipt requested.

11.12 Non-Solicitation. The Parties agree that during the term of this Agreement and for a period of one (1) year following its expiration or termination, neither of them will entice, solicit, hire or encourage any employee of the other party to leave such Party's employ, except that either Party may hire an employee of the other Party who, without individual solicitation, responds to advertisements or solicitations aimed at the general public.

11.13 Export Compliant. Partner shall use and shall resell the Services in compliance with all applicable laws, statutes, rules and regulations. Partner acknowledges that the Services, Documentation or technical information may be subject to United States or other governments' export laws, rules and regulations and it shall not export, directly or indirectly, any technical data acquired pursuant to this Agreement or any product or Service 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.

EXHIBIT A

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") forms part of the Partner Agreement (the "Agreement") between Partner and Everbridge. Everbridge agrees to comply with the following provisions with respect to any personal data processed for Partner in connection with the provision of the Everbridge Services. For purposes of this DPA, Partner is the Data Controller and Everbridge is the Data Processor. Any capitalized terms not defined herein shall have the respective meanings given to them in the Agreement.

1. Definitions and interpretation

1.1. **Definitions:** In this DPA, the following terms shall have the following meanings:

- (a) "controller", "processor", "data subject", "personal data" and "processing" (and "process") shall have the meanings given in Applicable Data Protection Law.

- (b) **"Applicable Data Protection Law"** shall mean 2.6. any European Union member state, laws, treaties and regulations regarding consumer and data protection and privacy, including the General Data Protection Regulation 2016/679.
- (c) **"Privacy Shield"** means the EU-US and SwissUS Privacy Shield self-certification program operated by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision C(2016) 4176 of July 12, 2016.

2. Data Protection

- 2.1. **Relationship of the parties:** Partner (the controller) appoints Everbridge as a processor to process the personal data that is the subject of the Agreement (the "Data").
- 2.2. **Purpose limitation:** Everbridge shall process the Data as a processor only as necessary to perform its obligations under the Agreement and strictly in accordance with the documented instructions of Partner (the **"Permitted Purpose"**), except where otherwise required by any EU (or any EU Member State) law applicable to Partner. In no event shall Everbridge process the Data for its own purposes or those of any third party. 2.7.
- 2.3. **International transfers:** Everbridge shall not transfer the Data (nor permit the Data to be transferred) outside of the European Economic Area ("EEA") unless it takes such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.
- 2.4. **Confidentiality of processing:** Everbridge shall ensure that any person that it authorizes to process the Data (including Everbridge's staff, agents and subcontractors) (an **"Authorized Person"**) shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Data who is not under such 2.8. (a) duty of confidentiality. Everbridge shall ensure that all Authorized Persons process the Data only as necessary for the Permitted Purpose.
- 2.5. **Security:** Everbridge shall implement appropriate technical and organizational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to the Data (a **"Security Incident"**). Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures shall include, as appropriate:

- (a) the pseudonymization and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- (d) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

Subprocessing: Everbridge shall not subcontract any processing of the Data to a third party subprocessor without the prior written consent of Partner, except as set forth in this Section/ Everbridge shall maintain a list of its current third party subprocessors at the following URL <https://www.everbridge.com/wpcontent/uploads/2018/02/Everbridge-Sub-Processor-Listfor-GDPR-2.2.2018-Final.pdf>. Partner consents to Everbridge engaging third party subprocessors to process the Data provided that: (i) Everbridge provides at least thirty (30) days' prior notice of the addition or removal of any subprocessor (including details of the processing it performs or will perform), which may be given by posting details of such addition or removal at the URL noted above; (ii) Everbridge imposes data protection terms on any subprocessor it appoints that protect the Data to the same standard provided for by these terms; and (iii) Everbridge remains fully liable for any breach of these terms that is caused by an act, error or omission of its subprocessor. If Partner refuses to consent to Everbridge's appointment of a third party subprocessor on reasonable grounds relating to the protection of the Data, then either Everbridge will not appoint the subprocessor or Partner may elect to suspend or terminate the Agreement without penalty.

Cooperation and data subjects' rights: Everbridge shall provide all reasonable and timely assistance to Partner (at Partner's expense) to enable Partner to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. If any such request, correspondence, enquiry or complaint is made directly to Everbridge, Everbridge shall promptly inform Partner providing full details of the same.

Data Protection Impact Assessment: If Everbridge believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall promptly inform Partner and (at Partner's expense) provide Partner with all such reasonable and timely assistance as Partner may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.

- 2.9. **Security incidents:** Upon becoming aware of a Security Incident, Everbridge shall inform Partner without undue delay and shall provide all such timely information and cooperation as Partner may reasonably require in order for Partner to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law. Everbridge shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep Partner of all developments in connection with the Security Incident.
- 2.10. **Deletion or return of Data:** Upon termination or expiry of the Agreement, Everbridge shall (at Partner's election) destroy or return to Partner all Data (including all copies of the Data) in its possession or control (including any Data subcontracted to a third party for processing). This requirement shall not apply to the extent that Everbridge is required by any EU (or any EU Member State) law to retain some or all of the Data, in which event Everbridge shall isolate and protect the Data from any further processing except to the extent required by such law.
- 2.11. **Audit:** Partner acknowledges that Everbridge is regularly audited against SSAE 18 SOC 2 standards by independent third party auditors. Upon request, no more than once per calendar year, Everbridge shall provide a summary copy of its audit reports to Partner and a completed security questionnaire. Such information shall be subject to the confidentiality provisions of the Agreement. To the extent expressly required in writing by a competent data protection authority or following a Security Incident involving Data, Everbridge shall permit Partner (or its appointed third party auditors) to audit Everbridge's compliance with these terms and the data

privacy provisions of the Agreement, and shall make available to Partner such information, systems, and staff as may be reasonably necessary for Partner (or its third party auditors) to conduct such audit. Everbridge acknowledges that Partner (or its third party auditors) may enter its premises for the purposes of conducting such audit, provided that Partner gives Everbridge reasonable prior notice of its intention to audit, conducts its audit during normal business hours, and takes all reasonable measures to prevent unnecessary disruption to Everbridge's operations.

3. Privacy Shield

- 3.1. Everbridge has self-certified under the Privacy Shield and shall maintain its self-certification to and compliance with the Privacy Shield with respect to the Processing of Personal Data that is transferred from the European Economic Area or Switzerland to the United States.
- 3.2. Everbridge will provide at least the same level of protection for the Data as is required under the Privacy Shield, and shall promptly notify Partner if it makes a determination that it can no longer provide this level of protection.
- 3.3. Everbridge acknowledges that Partner may disclose this Agreement and any relevant privacy provisions in the Agreement to the US Department of Commerce, the Federal Trade Commission, European data protection authority, or any other US or EU judicial or regulatory body upon their request and that any such disclosure shall not be deemed a breach of confidentiality.

EXHIBIT B

MANDATORY FLOW DOWN TERMS

RESPONSIBILITIES

Client Data. Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Everbridge to or through the Solutions (“**Client Data**”). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall maintain a copy of all Contact data it provides to Everbridge.

Use of Solutions. 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. Client shall be responsible for ensuring that there is a lawful basis for sending communications through the Solutions to Contacts including, where applicable, obtaining the required consent of Contacts. 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 of which Client becomes aware. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, 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 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, Users or Contacts, except to the extent such losses are caused directly by the acts or omissions of Everbridge personnel.

Data Privacy. Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. Everbridge is certified under the EU-US Privacy Shield and will remain certified under Privacy Shield or an applicable successor regime throughout the term of this Agreement. In the event that neither Privacy Shield nor a successor regime remains in effect, Client and Everbridge shall enter into a data processing addendum incorporating the Standard Contractual Clauses for the transfer of personal data to processors. “**Privacy Laws**” means all laws, treaties and regulations regarding consumer and data protection and privacy in the U.S., Canada, U.K., European Union, Japan, or Singapore, including the General Data Protection Regulation 2016/679 (the “**GDPR**”). For the purposes of this Agreement, Client is the data controller and Everbridge is the data processor as such terms are defined in the GDPR. Everbridge shall follow Client’s reasonable instructions in relation to the processing of Client Data, and Client shall be responsible for any claim, loss, expense, or damage that arises or is incurred by Everbridge as a result of Everbridge following such instructions.

PROPRIETARY RIGHTS.

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.

Restrictions. Client shall use the Solution solely for its internal business purposes. In particular, Client’s use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party 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; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

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 (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 voluntary feedback regarding the design or operation of the Services (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all aggregated and anonymized transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. 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 to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridge and its respective licensors. 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.

CONFIDENTIAL INFORMATION.

Definition. “**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, the Solutions, 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 Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party’s prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, 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 promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party’s Confidential Information.

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.

WARRANTIES; DISCLAIMER.

Everbridge Warranty and Support Services. Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Documentation. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Technical Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards.

Disclaimer. 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. EVERBRIDGE DOES NOT 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.

SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES (“SMS”), ALSO KNOWN AS 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. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

INDEMNIFICATION.

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**”) against Everbridge arising out of (i) any data sent, posted or otherwise transmitted via the Solution by Client or Contacts, or (ii) any breach by Client of Sections 3 or 6.

By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client arising out of (i) any breach by Everbridge of applicable Privacy Laws; (ii) any breach by Everbridge of its data security obligations under Section 3.4; or (iii) an allegation that the Solution as provided hereunder infringes an issued patent or other IP Right. 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 or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its 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 remedies set forth in this Section 9.2 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.

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.

ADDITIONAL BUSINESS TERMS.

If Client Is Ordering Nixle® Products or 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.

If Client Is Ordering Everbridge Suite Products:

1. **Messaging Credits.** The Solutions include units of usage (“**Messaging Credits**”) for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths (“**Notifications**”). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client’s use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.
2. **Usage.** Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:
 - SMS Text messages:
 - i. For messages that contain only GSM characters, each 153 characters or portion thereof.
 - ii. For messages that contain any non-GSM characters, each 67 characters or portion thereof.
 - iii. GSM characters include only characters in the GSM 7-bit default alphabet.
 - iv. Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
 - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
 - TTY: One minute per TTY message. ▪ Fax: Per page transmitted.
3. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.

4. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client's use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client's use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.
5. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content 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 (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. 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. **"Data Feed"** means data content or websites 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) or publicly-available information that Client accesses on the Internet while using the Services. Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at <https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf>.
6. **Incident Management/IT Alerting.** If a Client is purchasing the Incident Management or IT Alerting Solution, (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" are authorized by Client as an administrator for the Incident Management or IT Alerting Solution components and are typically responsible for the configuration of IT Alerting as well as managing and reporting on Incidents; (c) "Incident Operators" are authorized by Client as an operator of the Incident Management or IT Alerting Solution and are typically responsible for launching/managing Incidents; and (d) "Group Managers" shall have the ability to build, manage and/or participate in on-call schedules to receive IT related notifications. Everbridge may limit or throttle Client's automated use of the Incident Management or IT Alerting Solution in order to protect the stability and security of the Solution.
7. **Secure Messaging.** If a Client is 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**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. Our Secure Messaging products for healthcare are subject to our Business Associate Agreement, available at <https://www.everbridge.com/wp-content/uploads/2015/07/Business-Associate-Form-lkdv1-7.7.15.pdf>, which is incorporated and made a part of this Agreement. Client 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-Emergency 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 found at <http://mmaglobal.com/policies/code-of-conduct>.