

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

NOTICE OF RIDER CONTRACT

TO: EVERBRIDGE, INC. 155 NORTH LAKE BLVD. SUITE 900 PASADENA, CA 91101	DATE ISSUED: CURRENT REFERENCE NO: CONTRACT TITLE:	AUGUST 13, 2020 21-OEM-R-272 EMERGENCY ALERT SYSTEM
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**THIS IS A NOTICE OF A RIDER CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

Arlington rides the Lead Agency's contract referenced below for the goods and services so referenced. The contract documents consist of this notice and terms and conditions of the Lead Agency Agreement including any attachments or amendments thereto.

**LEAD AGENCY NAME:** FAIRFAX COUNTY  
**LEAD AGENCY CONTRACT NUMBER:** 4400004385  
**EFFECTIVE DATE:** FEBRUARY 18, 2014  
**EXPIRES:** DECEMBER 31, 2018  
**RENEWALS:** FIVE (5) ONE-YEAR OPTIONS  
**COMMODITY CODE(S):** 99039  
**LIVING WAGE:** N

**ATTACHMENTS:**  
RIDER AGREEMENT 21-OEM-R-272

**EMPLOYEES NOT TO BENEFIT:**  
**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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<b>VENDOR CONTACT:</b> COREY BAKER	<b>VENDOR TEL. NO.:</b>	<u>(703) 862-7353</u>
<b>EMAIL ADDRESS:</b> COREY.BAKER@EVERBRIDGE.COM		
<b>COUNTY CONTACT:</b> AARON MILLER (OEM AND PUBLIC SAFETY)	<b>COUNTY TEL. NO.:</b>	<u>(703) 228-7546</u>
<b>COUNTY CONTACT EMAIL:</b> <a href="mailto:AMILLER@ARLINGTONVA.US">AMILLER@ARLINGTONVA.US</a>		

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201**

**RIDER AGREEMENT NO. 21-OEM-R-272**

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Everbridge, Inc. ("Contractor"), a Massachusetts corporation with a place of business at 155 North lake Blvd., Suite 900, Pasadena, CA 91101 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Exhibit A Contract 4400004385, Exhibit B Renewal Amendment", and Exhibit C "Contractor's Quotation dated June 29, 2020 together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Fairfax County and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Fairfax County. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

**2. CONTRACT TERM**

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than December 31, 2020 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term.

Upon satisfactory performance by the Contractor, if Fairfax County renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms. However, if Fairfax County does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the contract expiration date.

**3. PAYMENT**

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

**4. SCOPE OF WORK**

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish Emergency Alert System to be utilized by approximately 8,000 Arlington County Public School employees as the principal emergency notification system.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

**5. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

**6. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

**7. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

**8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**9. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Phillip Huff  
Chief Accounting Officer  
Everbridge, Inc.  
155 North Lake Blvd., Suite 900  
Pasadena, CA 91101

**TO THE COUNTY:**

Aaron Miller  
1425 N Courthouse Road., 7<sup>th</sup> Floor  
Arlington, VA 22201

**AND**

Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**10. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

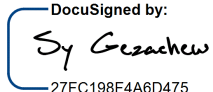
**11. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

EVERBRIDGE, INC.

AUTHORIZED SIGNATURE:   
27EC198F4A6D475

NAME: Sy Gezachew

TITLE: PROCUREMENT OFFICER

DATE: 8/13/2020

DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE:   
0DA536D748D5407...

NAME: Phillip Huff

TITLE: Chief Accounting officer

DATE: 8/13/2020

DATE: \_\_\_\_\_



# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date: FEB 18 2014

Everbridge, Inc.  
500 N. Brand Blvd., Suite 1000  
Glendale, CA 91203

Attention: Patrick Stuver, Senior Account Executive

Reference: RFP2000000730, NCR Emergency Alert System

Dear Mr. Stuver:

## Acceptance Agreement

**Contract Number: 4400004385**

This acceptance agreement signifies a contract award to Everbridge, Inc. for Emergency Alert System for use in National Capital Region. The period of the contract shall be from date of award through December 31, 2018, with five (5) one-year renewal options.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Attached Memorandum of Negotiation; and
- 3) The Attached Revised Service Level Agreement.

This Acceptance Agreement shall serve as your official notice to proceed. Please provide your Insurance Certificate according to Special Provisions paragraph 17 before any work is started. All questions in regards to this contract shall be directed to the Contract Specialist, Kristy Apperson at 703-324-3217 or via e-mail at [kristy.apperson@fairfaxcounty.gov](mailto:kristy.apperson@fairfaxcounty.gov).

Sincerely,

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

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**Department of Purchasing & Supply Management**

12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013

**Website:** [www.fairfaxcounty.gov/dpsm](http://www.fairfaxcounty.gov/dpsm)

**Phone** 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

# Client Success Service Level Target

Metric	Description/Measurement Criteria	Service Level Target
<b>Priority 1: Critical</b>	<ul style="list-style-type: none"> <li>The notification service cannot be used to send alerts or is sending incorrect information.</li> <li>The notification service has a recognized vulnerability, and the exploitation of that vulnerability could result in users who are not authorized to transmit notices using the notification service.</li> <li>The data stored in the notification service is compromised.</li> </ul>	<ul style="list-style-type: none"> <li>Immediate escalation to Technical Support, followed by warm handoff</li> <li><b>Target Resolution: 24 Hours (per 10/21/13 EB email)</b></li> <li>Target Workaround: 1 Hour</li> <li>Target Updates: Every 30 minutes until resolution</li> </ul>
<b>Priority 2: High</b>	<ul style="list-style-type: none"> <li>The operation of the notification service is severely impaired, making the performance of administrative tasks, data maintenance, or the transmission of notices difficult, complicated, cumbersome, or slow.</li> <li>The notification service is at risk because of a known vulnerability related to one or more of its components, and the exploitation of that vulnerability could impede but not prevent any users who are authorized to transmit notices from using the notification service</li> </ul>	<ul style="list-style-type: none"> <li>Immediate escalation to Technical Support, followed by warm handoff</li> <li><b>Target Resolution: 2 Business Days or Planned Release</b></li> <li>Target Workaround: 1 Business Day</li> <li>Target Updates: Every 4 hours until resolution</li> </ul>
<b>Priority 3: Medium</b>	<ul style="list-style-type: none"> <li>The operation of the notification service is impaired in a manner that makes its use more inconvenient than if it was operating properly, but is unlikely to interfere with the transmission of notices in any way.</li> </ul>	<ul style="list-style-type: none"> <li>Notification upon awareness of incident. Begin resolution within (5) hours.</li> <li><b>Target Resolution: 5 Business Days or Planned Release</b></li> <li>Target Workaround: 2 Business Days</li> <li>Target Updates: Every 2 days until resolution</li> </ul>
<b>Priority 4: Low</b>	<ul style="list-style-type: none"> <li>There are minor issues with the operation of the notification service that do not interfere with the use of the notification service.</li> <li>Enhancement Requests</li> <li>Cosmetic Changes</li> </ul>	<ul style="list-style-type: none"> <li>Notification upon awareness of incident. Begin resolution within one (1) business day.</li> <li><b>Target Resolution: 5 Business Days or Planned Release</b></li> <li>Target Workaround: 5 Business Days</li> <li>Target Updates: Every 5 days until resolution (per 10/21/13 EB email)</li> </ul>

In the event of a Breach of the security of System that could compromise the Personal Information of Fairfax County Contacts as defined by Virginia's breach notification laws (Virginia Code § 18.2-186.6), Fairfax County will be notified within 1 business day and Everbridge will work with the County to investigate the incident and to ensure all Federal and Commonwealth data breach reporting requirements are met appropriately. In the event vendor is responsible for the data breach, vendor shall bear all responsibility and expense for complying with the disclosure and notification requirements of the statute.

"System" and "Contacts" are as defined in the Core Platform Agreement.



# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

## MEMORANDUM OF NEGOTIATIONS RFP200000730

The County of Fairfax (hereinafter called the County) and Everbridge, Inc. ("Everbridge" or "Contractor") hereby agree to the following in the execution of Contract 4400004385 ("Contract"). Everbridge and County are also each referred to as a "Party" and collectively, the "Parties". The purpose of this Contract is to contract for a Next Generation Emergency Alerting and Notification System ("System") capable of sending emergency alerts to electronic mail, cellular telephones, smart phones and other forms of communication technology. A System will be deployed in each National Capital Region (NCR) jurisdiction listed in Section 1.1 of the RFP ("NCR Jurisdictions"). The final Contract contains the following documents:

- a. This Memorandum of Negotiation and any Attachments;
- b. The County's Request for Proposal RFP200000730 and all Addenda;
- c. The Contractor's Technical Proposal dated May 17, 2013;
- d. The Contractor's Revised Cost Proposal dated October 21, 2013;
- e. The Contractor's Core Platform Service Agreement as attached;
- f. The Contractor's Technical Proposal Revisions dated January 17, 2014;
- g. The Contractor's National Capital Region Pricing Proposal dated December 4, 2013;
- h. The Contractor's Development and Release Schedule dated November 25, 2013;
- i. County purchase order;
- j. Any amendments subsequently issued.

In addition, the County and the Contractor agreed to the following:

1. The Contractor will allow the County to have 6 months access to Contractor's Interactive Visibility as defined on page 191 of Contractor's Technical Proposal at no charge after the Go-Live date of July 1, 2014. In exchange, the NCR will provide a case study on their use of the system.
2. The Contractor agrees to provide Interactive Visibility's Mobile Member Recipient App at no additional charge if the Contract is executed no later than February 28, 2014.
3. The Contractor agrees to have no less than two (2) representatives from the National Capital Region on its Advisory Group.
4. The Contractor agrees to have the development of the ability to have multiple message creation boxes for sending to multiple devices ready for June 30, 2014 release.
5. While the County would like to have the ability for an automated message footer showing the name of the message sender and the name of the groups receiving, the

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12000 Government Center Parkway, Suite 427  
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Contractor does not currently have that capability and it is not on its schedule for development. The Contractor agrees to use its best efforts to better understand the need for this functionality and work with the NCR Jurisdictions to determine if this functionality can be developed by the Contractor and on what time schedule.

6. The County will be purchasing the Contractor's subscription service using the Annual Unlimited System Use Model, as described in the Technical Proposal and subject to the terms of the Contract, the annual payment for this service beginning in year two of the Contract will be split into two six month payments to be made on the one year anniversary of the execution of the Contract and the date that is six months thereafter.
7. The Contractor understands that the County is the sub-grantee for the UASI grant that will fund the System. The County shall not be responsible for any payments to Contractor for the other NCR Jurisdictions ("Other Jurisdictions") or any Other Jurisdiction's individual System in the event that grant funding is no longer available. Subject to Section 6 above, the Contractor shall be solely responsible for following each Other Jurisdiction's proper invoicing procedures to obtain payment.
8. The Parties agree that beginning one year after the date of Contract execution, the County and each of the Other Jurisdictions shall each have the option to elect to discontinue use of the System upon written notice to Contractor. Such discontinuation of use by the County or one or more Other Jurisdictions shall be documented by contract amendment, and the amounts payable to Contractor shall be reduced by the price(s) for the jurisdiction(s) as set forth on Contractor's National Capital Region Pricing Proposal dated December 4, 2013.
9. Termination:
  - A. Either Party may terminate this Contract upon the other Party's material breach of this Contract, 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 to the breaching Party indicating its election to terminate this Contract.
  - B. If the County fails to pay any amounts due under the Contract within thirty (30) days of their due date, the Contractor may terminate this Contract or suspend the Service (as defined in Section 1 of the Everbridge Core Platform Agreement) pursuant to the notice provisions above. Subject to Section 11.15 of the Everbridge Core Platform Agreement, termination for non-payment shall not relieve the County of its outstanding obligations due and owing as of the termination date under this Contract for which funds have been appropriated. If Contractor suspends the Service, the County's account shall not be reactivated until the County is in compliance with this Contract and has paid all past due amounts.
10. The County shall not be entitled to a refund of any amounts paid for completed services except in the event of a breach of contract.

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11. If the County is not appropriated the necessary funds as provided in Section 11.15 of the Everbridge Core Platform Agreement, then subject to Section 11.15, this Contract shall terminate, and the County shall pay all amounts due and owing as of the termination date for which funds have been appropriated; provided, however, that failure to provide notice of an event of non-appropriation will not extend the Contract into a fiscal year in which sufficient funds have not been appropriated.
12. In the event that UASI grant funding is no longer available, the County and each Other Jurisdiction may, each at its option, (i) terminate this Contract at any time upon written notice to Contractor or (ii) upon written notice to Contractor, elect to remain a party to this Contract under the same terms and conditions by providing its own funding. The County or such Other Jurisdiction as applicable shall provide written notice to Contractor of its election to remain a party to the Contract or to terminate the Contract. The County shall have no further obligations under the Contract if the County elects to terminate.
13. Modifications to the Special Provisions and General Conditions and Instructions to Bidders is as follows:
  - A. Section 17.3 of the Special Provisions shall be modified to incorporate the word "material" between the words "No" and "Change" in the first line of the provision.
  - B. Sections 17.2(g), 19.2, 20 and 22 of the Special Provisions shall be deleted.
  - C. Section 23 of the Special Provisions shall be modified to state that access to and inspection of work will not include Everbridge's data center or Network Operations Center.
  - D. Section 24.2 of the Special Provisions shall be modified to state: "These provisions for an audit shall give Fairfax County unlimited access to Contractor's books and records during normal working hours only after receipt of a 10 business day notification at which time the Contractor will provide such books and records under the conditions stated above."
  - E. Section 32 of the General Conditions and Instructions to Bidders shall be deleted.
  - F. Section 37 of the General Conditions and Instructions to bidders shall be changed to read: "If the Contractor fails to deliver goods or services within the time specified, the County shall have all remedies available at law and in equity."
  - G. Section 62 of the General Conditions and Instructions to bidders shall be modified to remove paragraph a., and delete the first full sentence in paragraph d.
  - H. Section 63 of the General Conditions and Instructions to Bidders shall be modified by inserting "Subject to Section 8.2 of the Core Platform Agreement" at the beginning of Section 63.
14. Upon Contract execution, Contractor shall begin working with the NCR Jurisdictions to develop an implementation plan for each jurisdiction's individual system. The parties agree that the payment for the first year of the Contractor's product will be broken up into the following schedule due to grant fund availability and deliverables subject to the terms and conditions of the Contract:

**A. Payment #1**

\$646,733.55 to be payable within thirty (30) days of receipt by the County of a properly submitted invoice. Contractor may issue this invoice to the County upon execution of the Contract so that the Contractor can begin working with the NCR Jurisdictions to develop an implementation plan for each. The implementation plan for each NCR jurisdiction shall be completed no later than thirty (30) days after Contract execution and will include, but is not be limited to:

- Assignment of a dedicated Implementation and Project Manager
- Assignment of additional support personnel to the account who will support PM
- Build-out and setup 18 unique organizations in the Everbridge system for Citizen Notification
- Build-out and setup 18 unique organization in the Everbridge system for Employee Notification
- Interview of key NCR Project Manager and establish system roll-out Statement of Work and Project plan
- Acquire and upload commercial phone data as available for each entity (18 unique instances)
- Provide necessary resources for upload of 911 data to be made available by each entity
- Provide custom setup of 18 citizen opt-in portals. If any organization representative cannot provide timely feedback Everbridge will set up portals following industry best practices and provide necessary training and tools for additional adjustment as needed

**B. Payment #2**

Everbridge shall provide written notice to County upon completion of each of the bulleted tasks under Payment #1, and the County shall provide its notice of acceptance or rejection within ten (10) business days following receipt of the written notice. \$500,000.00 shall be payable upon written acceptance by the County of the tasks listed under Payment #1, within thirty (30) days of receipt by the County of a properly submitted Invoice. The following tasks will begin upon written acceptance by the County of all of the tasks listed under Payment #1:

- Refinement of account setup and opt in portal setup to reflect feedback received from NCR team.
- Have 100% of the NCR Jurisdictions' accounts, setup, data loaded, and custom opt-in portals built out.
- Have 100% of the NCR Jurisdictions under active project management
- Have provided 100% of the NCR Jurisdiction representatives necessary access to their organizations and training

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**Department of Purchasing & Supply Management**

12000 Government Center Parkway, Suite 427

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- All NCR Jurisdictions able to be fully Go-Live(ability to use all functions – send live notifications) in the system

**C. Payment #3**

Everbridge shall provide written notice to County upon completion of each of the bulleted tasks listed under Payment #2, and the County shall provide its notice of acceptance or rejection within ten (10) business days following receipt of the written notice. \$500,000.00 shall be payable upon satisfactory completion of the tasks listed under Payment #2, within thirty (30) days of receipt by the County of a properly submitted invoice. The Contractor may issue this invoice to the County upon written acceptance by the County of the tasks listed under Payment #2.

Contractor shall complete the following tasks by July 1, 2014:

- 100% of NCR Jurisdictions fully provisioned (organizations set up, data loaded, opt in portals established and available to jurisdiction), multiple opportunities for onsite and remote training made available, able to be Go-Live on the Everbridge system
  - Onsite training and best practice workshops delivered in multiple locations and made available remotely for those unable to attend a live workshop
  - Project Manager attempt to provide project closure review and wrap up with all 18 NCR Jurisdictions
  - Follow up training and project meeting schedule established
  - Ongoing account management process established and maintenance schedule in place
  - Access to API, documentation, and technical services to support third-party integrations (i.e., Computer Aided Dispatch systems)
15. Each NCR Jurisdiction's individual system must operate for a period of thirty (30) consecutive days following its Go-Live date without any Priority 1 errors as defined in Everbridge's Service Level Agreement and modified as per the Technical Revisions dated January 17, 2014. Notice of the occurrence of a Priority 1 error may be given to Contractor by either the County or any of the Other Jurisdiction(s) by (i) calling the Everbridge Help Desk and/or (ii) using the Everbridge Online Reporting System. This thirty (30) day period shall be referred to as the Stability Testing Period.
16. For the purposes of this Contract, a material breach shall include, but not be limited to, (i) the occurrence in any of the NCR Jurisdiction's individual System of a Priority 1 problem as defined in Contractor's Technical Proposal that persists for five (5) or more consecutive days and for which Contractor fails to provide a workaround that is reasonably acceptable to the jurisdiction, and/or (ii) the failure of any NCR Jurisdiction's individual System to successfully complete a Stability Testing Period within one year of Contract execution.
17. The implementation plans for each NCR Jurisdiction shall include a schedule for completion of work. The Contractor shall complete the above-described work within the time periods set forth in the implementation plans for each jurisdiction.

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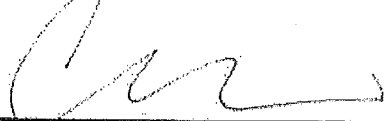
18. The County shall have the right to withhold any or all payments to Contractor if Contractor fails to perform any of the tasks associated with the payment as outlined in paragraph 14.
19. The County shall have the right to enforce the terms of this Contract on its own behalf or on behalf of one or more of the Other Jurisdictions. Each of the Other Jurisdictions is an intended third party beneficiary under this Contract, and shall have the right to enforce the terms of this Contract as to such provisions on its own behalf, provided that such Other Jurisdiction's use of the Services shall be subject to the terms of the National Capital Region Jurisdiction License Agreement executed by each Other Jurisdiction and Everbridge as described in Section 3.3, of the Core Platform Agreement.
20. The County shall not be responsible for the acts or omissions of employees, contractors, subcontractors, agents or representatives of the Other Jurisdictions.
21. Everbridge acknowledges that each of the NCR Jurisdictions may have unique requirements such as integrated Computer Aided Dispatch APIs, and agrees to customize each jurisdiction's system in accordance with those requirements subject to paragraph 24, below.
22. To the extent that Contractor is in breach of this Contract with respect to any of the NCR Jurisdictions, the County shall be entitled to terminate the Contract with respect to the County or such Other Jurisdiction and receive a pro-rata refund of amounts paid for the applicable NCR jurisdiction. The pro-rata refund amount for each NCR Jurisdiction shall be the price(s) for such jurisdiction(s) as set forth on Contractor's National Capital Region Pricing Proposal dated December 4, 2013.
23. This is a fixed-price contract. The price for the first year of the Contract is \$1,646,733.55, which includes one-time implementation and set up fees. The price for each subsequent year is \$1,471,053.55, for a total Contract price of \$7,530,947.75 for the initial five (5) year Contract term. The County shall not be liable for any additional costs without an amendment to the Contract signed by the Fairfax County Purchasing Agent.
24. The Contractor will integrate into each NCR Jurisdiction's system Computer Aided Dispatch API. For any other APIs that are not currently in use by a jurisdiction, but that the jurisdiction wishes to integrate into its system, the Contractor will submit a Statement of Work (SoW) to such jurisdiction reflecting any additional costs to the extent the work exceeds services included under this Contract. Notwithstanding any provision in the Contract to the contrary, (i) any such SoW shall be subject to acceptance in writing by the jurisdiction, (ii) any such SoW may only be added to the Contract by written amendment signed by the Fairfax County Purchasing Agent, (iii) the Contractor must look to the NCR Jurisdiction requesting such additional integrations for payment of the charges reflected on the SoW and (iv) the County shall have no payment obligation for the charges reflected on the SoW unless the County

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has requested the additional integrations on its own behalf and the Contract is amended in writing and signed by the Fairfax County Purchasing Agent.

25. Sulayman Brown will be the County's Technical Point of Contact (POC) for this contract. Roy Shrout will be the County's POC with respect to acceptance of the tasks identified and as set forth in Payment sections A, B and C.

ACCEPTED BY:

  
Cinta Putra - CFO  
Everbridge, Inc.

02-11-2014  
Date

  
David McKernan  
Office of Emergency Management

02-11-2014  
Date

  
Cathy A. Muse, CPPO  
Director/County Purchasing Agent

2/14/2014  
Date



**Everbridge, Inc.**  
**Core Platform Service Agreement**

This Core Platform Service Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**” or “**Contractor**”), and Fairfax County, Virginia (“**Customer**” or the “**County**”), pursuant to Request For Proposal No. 2000000730 (“**RFP**”), which is incorporated herein by reference, and shall be effective on the date of Contract Award as provided in Section 3.1 of the RFP Special Provisions. (“**Effective Date**”). “**Contract**” shall be defined as all of the documents identified in the Memorandum of Negotiations. Everbridge and Customer are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**”. The purpose of this Agreement is to contract for a Next Generation Emergency Alerting and Notification System (“**System**”) capable of sending emergency alerts to electronic mail, cellular telephones, smart phones and other forms of communication technology. A System will be deployed in each National Capital Region (NCR) jurisdiction listed in Section 1.1 of the RFP. Funding for this Agreement is provided by a grant from the Department of Homeland Security Urban Area Security Initiative (“**UASI grant**”).

**1. SERVICE.** Everbridge shall provide Customer and the remaining 17 NCR jurisdictions listed in Section 1.1 of the RFP (“**Other Jurisdictions**”) access to its proprietary interactive communication service(s) (the “**Service(s)**”) as represented in its Technical Proposal, including but not limited to Section 3 & 11 of its Technical Proposal subject to the terms and conditions set forth in this Agreement, including Exhibit A, the RFP, and the description of services and pricing provided in the quote attached hereto as Exhibit B. If applicable, Everbridge shall provide the training and professional services set forth in Exhibit B. Everbridge shall provide Customer and the Other Jurisdictions with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of households (each a “**Contact**”) set forth on Exhibit B.

**2. PAYMENT TERMS.** Subject to the terms of the Contract, Customer shall pay the fees set forth in Exhibit B (“**Pricing**”). Everbridge shall invoice Customer semi-annually in advance. All payments shall be made within thirty (30) days from date of a properly submitted invoice. It is acknowledged that the Customer is a political subdivision of the Commonwealth of Virginia and is therefore exempt from taxation. Customer shall have no payment obligations on behalf of the Other Jurisdictions if the UASI grant funding is no longer available and unless otherwise agreed to in writing by the Fairfax County Purchasing Agent, the County shall not have any payment obligations for the Service on its own behalf if the UASI grant funding is not longer available.

**3. CUSTOMER RESPONSIBILITIES.**

**3.1 Users.** Customer shall in its discretion authorize certain of its employees to access the Service. Customer’s employees who are authorized by Customer to access the Service as provided above are referred to as “**User(s)**”. Customer shall undergo the initial setup and training as set forth in the Implementation – Standard inclusion sheet provided with Exhibit B. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. Each of the Other Jurisdictions shall be responsible for its own initial set-up and training. Customer shall be responsible for: (i) ensuring User’s maintain the confidentiality of all User login and password information; (ii) User’s use the Service in

accordance with all applicable laws and regulations, including those relating to use of personal information; and (iii) requiring that User’s avoid breaches of the terms of this Agreement. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

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

**3.3 Other Jurisdictions.** Everbridge agrees that Customer is not responsible for any action by Other Jurisdictions, including for any electronic data transmitted by the Other Jurisdictions. Any and all customer responsibilities of these other jurisdictions as defined in this Section 3 are the sole responsibility of each of the Other Jurisdictions and not of Customer. Everbridge shall obtain from each of the Other Jurisdictions prior to July 1, 2014, a separate signed License Agreement in substantially the same form as Exhibit C attached hereto (the “**National Capital Region Jurisdiction License Agreement**”) and which shall grant each jurisdiction the right to use the Service as provided in this Agreement, provided that payment for Service for the Other Jurisdictions shall be as set forth in Exhibit B. Nothing in the National Capital Region Jurisdiction License Agreement shall alter the terms of the Contract as executed by Customer and Everbridge. Customer shall cooperate with Everbridge to obtain the signed License Agreements from the Other Jurisdictions. Implementation shall proceed in accordance with this Agreement, however, a jurisdiction included in the list of Other Jurisdictions shall not have the right to Go-Live until such jurisdiction has signed a License Agreement.

**4. TERM.** This Agreement will commence on the Effective Date and will continue in full force and effect until December 31, 2018, unless otherwise terminated in accordance with the termination rights set forth in this Agreement.

**5. TERMINATION; SUSPENSION.**

**5.1 Termination.** Termination provisions are as set forth in the Memorandum of Negotiations.

**5.2 Suspension.** Everbridge may suspend, with notice, the Service or any portion for (i) emergency network

repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension as provided above, Everbridge shall reactivate any affected portion of the Service as soon as possible.

## 6. PROPRIETARY RIGHTS.

**6.1 Grant of License.** Everbridge hereby grants to Customer (and the Other Jurisdictions subject to execution of a National Capital Region Jurisdiction License Agreement as provided in Section 3.3, above), during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service subject to the terms and conditions of this Agreement. Upon termination of this Agreement for any reason, the foregoing license granted to Customer shall terminate automatically and Customer shall discontinue all further use of the Service.

**6.2 Restrictions.** Customer shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly contemplated by this Agreement. Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Service (the "**Software**") or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (v) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; (vii) use the Service in violation of any applicable law or regulation; or (viii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes.

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

## 7. CONFIDENTIAL INFORMATION.

**7.1** Notwithstanding any other provision of this Agreement, Everbridge acknowledges that the terms of this Agreement are subject to the Virginia Freedom of Information

Act, Va. Code Ann. §§ 2.2-3700 et seq. ("VFOIA"). Everbridge further acknowledges that any information Everbridge submits to Customer shall be subject to VFOIA; therefore, such information may be excluded from the mandatory disclosure provisions of VFOIA only if Everbridge identifies and properly invokes a VFOIA exemption in writing. 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.

**7.2 Definition; Protection.** As used herein, and subject to the foregoing requirements of VFOIA, "**Confidential Information**" means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential. Subject to VFOIA, Confidential Information includes without limitation, any personally identifiable Customer Data. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a governmental authority or pursuant to VFOIA.

## 8. WARRANTIES; DISCLAIMER.

**8.1 Everbridge Warranty.** Everbridge shall provide the Services herein contemplated with the warranties and representations set forth in the Contract. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards and with the warranties and representations set forth in the Contract. THE WARRANTIES SET FORTH IN THE CONTRACT 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 WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, UNLESS SUCH FAILURE IS CAUSED BY THE WILLFUL MISCONDUCT OR FRAUD OF EVERBRIDGE. IF SUCH FAILURE IS CAUSED BY THE WILLFUL MISCONDUCT OF EVERBRIDGE, EVERBRIDGE'S LIABILITY SHALL BE CAPPED AT \$5 MILLION.



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

## 9. INDEMNIFICATION.

### 9.1 By Customer. [Intentionally Deleted]

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

**10. LIMITATION OF LIABILITY.** Neither Party shall have any liability to the other Party for any interruption of business, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, and except for the Limitation of Liability as set forth in Section 8.2 herein, and except for liability for death, personal injury, or damage to tangible property as a result of the action or inaction of Everbridge's employees, agents, contractors or subcontractors, and intellectual property infringement, in no event shall Everbridge's aggregate liability to Customer, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed the total amounts paid by Customer to Everbridge under the Contract. For purposes of clarity, this means that the limit as to the County

when acting on behalf of all of the jurisdictions shall be the total amounts paid to Everbridge during the five (5) year term of the Contract as set forth in Section 4 herein, ending December 31, 2018, but the limit as to the County acting solely on behalf of one or more of the Other Jurisdictions, such limit shall be the total amount paid on behalf of such Other Jurisdiction(s) by Customer under the Contract as set forth in National Capital Region Pricing Proposal dated 12-04-13 during the five (5) year term as set forth in Section 4 herein, ending December 31, 2018. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms.

## 11. MISCELLANEOUS.

### 11.1 Non-Solicitation. [Intentionally Deleted]

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

**11.3 Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

**11.4 Assignment.** Neither Party shall assign this Agreement, nor assign or delegate any rights or obligations hereunder, without the prior written permission of the other Party, which permission shall not be unreasonably withheld.

**11.5 Governing Law;** This Agreement shall be governed and construed in accordance with the laws of the State of Virginia, without regard to its conflicts of laws rules.

**11.6 Notices.** Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 3 business days after mailing and upon signature receipt), to the other party at the address set forth below. Either Party may change its address

by giving notice as provided herein. Invoices shall be sent to the Customer's contact and address following Customer's signature below.

**11.7 Third-Party Beneficiaries.** Each of the Other Jurisdictions is an intended third party beneficiary under this Agreement and shall have the right to enforce the terms of this Agreement as to such provisions on its own behalf, provided, that each Other Jurisdiction's use of the Services shall be subject to the terms of the National Capital Region Jurisdiction License Agreement executed by each Other Jurisdiction and Everbridge under the conditions of Section 3.3, above. Customer shall have the right to enforce this Agreement on its own behalf and on behalf of one or more of the Other Jurisdictions.

**11.8 Entire Agreement.** [Intentionally deleted]

**11.9 Marketing.** In order to reference Customer's name and logo as an Everbridge customer in Everbridge publications, its website, and any other marketing materials, Everbridge must obtain the prior written consent of the Fairfax County Purchasing Agent. In order to reference any Other Jurisdiction's name and logo as an Everbridge customer in Everbridge publications, its website and any other marketing materials, Everbridge must obtain the prior written consent of the Other Jurisdiction.

**11.10 Survival.** Sections 2, 3.2, 5.2, 6, 7, 8.2, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

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

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

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

**11.14** Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within ninety (90) days, in accordance with Article 4, Section 5 of the Fairfax County Purchasing Resolution, as amended.

**11.15** The obligation of the County to pay compensation due the Contractor under the Contract or any other payment obligations under any contract awarded pursuant to this Contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the Contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the Contract beyond the amount appropriated for payment obligations under the Contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the Contract into a fiscal year in which sufficient funds have not been appropriated.

The obligation of the County to pay compensation due the Contractor under this Contract or any other payment obligations under any contract awarded pursuant to this Contract is contingent upon the availability of grant funding from the Urban Area Security Initiative or other sources. The County shall not have any payment obligations to the Contractor if such grant funding is not available.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed as of the date set forth below.

**EVERBRIDGE, INC.**

Address:

500 N. Brand Blvd., Suite 1000  
Glendale, California 91203

**For legal notice:**

Attention: Legal Department

**CUSTOMER:** Fairfax County, Virginia

**Customer's address for legal notices:**

Department of Purchasing and Supply Management  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013  
Telephone: 703-324-3201  
Attn: Contract Specialist

**Customer's address for billing: See Purchase Order**

## Exhibit A

Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in Exhibit B.

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

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

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

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

1. **Data Feeds; Other Data.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, to the extent Customer has purchased a feature that allows Customer to monitor, and utilize information and data from other sources not supplied by Everbridge directly (e.g., Twitter or other customers through the Network Effect) (collectively **"Other Data"**), Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to all Other Data.
2. **Incident Management.** For Customers purchasing the Incident Management Service: (a) Customers may only designate the number of Incident Operators and Incident Administrators set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; and (d) Customer shall be provided the number of incident templates purchased pursuant to the Quote. If Customer exceeds the number of Incident Operators, Incident Administrators or incident templates purchased, Customer shall be charged the applicable fees then in effect for additional Incident Operators, Incident Administrators or incident templates, as applicable.
3. **Integrated Public Alert Warning System ("IPAWS") IPAWS Authorization:** Customer represents to Everbridge that any employee, agents, or representatives of Customer who access IPAWS-OPEN using Customer's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Customer has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Customer shall contact Everbridge immediately upon any change in Customer or any IPAWS User's right to access IPAWS-OPEN. Customer shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Customer acknowledges and agrees that Everbridge shall not have access to its credentials and that Customer assumes full responsibility for maintaining the confidentiality of any credentials issued to it.

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

**Messaging:** Customer acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability to Customer 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 to Customer 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 Customer; and (iv) Customer shall be solely responsible for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.

**Term:** Customer acknowledges and agrees that access to IPAWS-OPEN shall be available once Customer 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 to Customer, access to IPAWS-OPEN, if Customer 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.

## Exhibit B



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

tel: 888.366.4911  
fax: 818.484.2299

www.everbridge.com

**QUOTATION**

Quote Number: 00009890

1 of 2

**Prepared for:** Kristy Apperson  
Fairfax County, VA  
4890 Alliance Dr; Suite 2200  
Fairfax, VA 22035  
(703) 324-3217  
kristy.apperson@fairfaxcounty.gov

**Quotation Date:** December 3, 2013  
**Quote Expiration Date:** March 31, 2014  
**Rep:** Matthew Ward  
(818) 230-9785  
matthew.ward@everbridgemail.com

**Contract Summary Information**

**Contract Period:** 5 Years  
**Contract Optional Years:** 5 Years

**MN Contacts up to:** 2,000,000  
**MN Households up to:** 2,000,000  
**IV Contacts up to:** 2,000,000

**ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.**

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge CMAS/WEA Notification	Recurring	1	\$53,910.00	\$0.00
Everbridge Interactive Visibility (IV)	Recurring	1	\$166,144.92	\$0.00
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	\$1,075,853.55	\$1,075,853.55

**PREMIUM FEATURES / USAGE**

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Open API (for Contact Integration)	Recurring	1	\$0.00	\$0.00
Everbridge MN Additional Org	Recurring	100	\$500.00	\$0.00
Mobile Member	Recurring	1	\$166,144.92	\$0.00
API Annual Access Fee (Unlimited Broadcasts For Public Safety Applications)	Recurring	1	\$125,000.00	\$0.00



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fax: 818.484.2299

www.everbridge.com

## QUOTATION

Quote Number: 00009890

2 of 2

### PROFESSIONAL SERVICES

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
ProServe: MN Quarterly 911 Data Refresh	Recurring	1	\$0.00	\$0.00
Annual Base Professional Services	Recurring	1	\$139,000.00	\$139,000.00

### CLIENT SUPPORT SERVICES

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Annual Advanced Professional Services	Recurring	1	\$256,200.00	\$256,200.00

#### Pricing Summary:

Year One Fees\*: \$1,471,053.55

One-time Implementation and Set Up Fees: \$175,680.00

**Total Year One Fees: \$1,646,733.55**

Subsequent Year(s) Ongoing Annual Recurring Fees: \$1,471,053.55

Optional Year(s) Ongoing Annual Recurring Fees: \$1,471,053.55

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of the Everbridge Services Agreement.
3. Subject to sales taxes where applicable.
4. 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 negotiated language of the Everbridge Inc. 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:

- Mobile Member is included at no additional cost if contracts are executed by 12/31/2013.
- Interactive Visibility is included at no additional cost for 6 months starting July 1st, 2014. The cost will be recurring if the NCR decides to continue.
- All APIs are included with No Development time provided by Everbridge and any Non-Public Safety use must be discussed and priced accordingly.



## SYSTEM INCLUSION

### 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

#### Core Platform Access

- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
- Unlimited Administrators for Mobile Manager Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, Windows 10, etc.)
- At least One (1) Organization with unlimited nested static and dynamic groups per jurisdiction
- 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
- 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
- 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

- Professional services as described in the RFP response
- 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

### Everbridge Interactive Visibility

Everbridge Interactive Visibility allows users to integrate mobile recipient feedback, external data feeds, and social media in a single communications console enabling decision makers to anticipate events and communicate efficiently with first responders, and their employees and constituents. Everbridge Interactive Visibility is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, and interactive reporting and analytics. Below is a list of key system inclusions with your new Everbridge Interactive Visibility system.

#### Usage

Unlimited Outbound Notifications to Everbridge Mobile Recipient Application via Push 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

- Define Messages and Key Recipients Upon Threshold Trigger
- Visual and Automated Alerts When Threshold is Reached

Enable Recipients to Share Messages across their Organization  
Receive and display images, comments and location information from contacts  
Advanced Graphical Reporting  
Redundant Standard Background Maps  
Filter Information by Feed Type  
Recipient Mobile Member Application for iOS and Android Devices  
Social Media Filters (up to 5 per Account)

#### Set-up & Implementation

Professional services as described in the RFP response  
Self Service Administrative Set-up, Configuration and Default Preferences  
Unlimited Access to Everbridge University

Exhibit C

**National Capital Region Jurisdiction License Agreement**

This License Agreement ("License") is entered as of the date of each party's signature below and is by and between Everbridge, Inc., a Delaware corporation ("Everbridge"), and (name of jurisdiction, state) ("Licensee"). Everbridge and Fairfax County, Virginia entered into a Core Platform Agreement effective \_\_\_\_\_, 2014 ("Agreement"). All capitalized terms used herein without definition shall have their respective meanings set forth in the Agreement.

WHEREAS, Fairfax County and Everbridge have entered into Contract No. 4400004385 ("Contract") for a Next Generation Emergency Alerting and Notification System capable of sending emergency alerts to electronic mail, cellular telephones, smart phones and other forms of communication technology;

WHEREAS, pursuant to the Agreement and in order to grant each of the Other Jurisdictions a license to use the Services;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below and other good and valuable consideration, the parties hereto agree as follows:

**1. LICENSEE RESPONSIBILITIES.**

**1.1 Users.** Licensee shall in its discretion authorize certain of its employees or contractors to access the Everbridge proprietary interactive communication service(s) (the "**Service(s)**"), as represented in Everbridge's Technical Proposal, including but not limited to Section 3 & 11 of its Technical Proposal subject to the terms and conditions set forth in the Agreement, including Exhibit A, the RFP, and the description of services and pricing provided in the quote attached as Exhibit B to the Agreement. Licensee's employees or contractors who are authorized by Licensee to access the Service as provided above are referred to as "**User(s)**". Licensee shall undergo the initial setup and training as set forth in the Implementation – Standard inclusion sheet provided with Exhibit B. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. Licensee shall be responsible for: (i) User's maintain the confidentiality of all User login and password information; (ii) ensuring that User's use the Service in accordance with all applicable laws and regulations, including those relating to use of personal information; and (iii) requiring that Users avoid breaches of the terms of this License. Licensee shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this License.

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

**2. PROPRIETARY RIGHTS.**

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

**2.2 Restrictions.** Licensee shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly contemplated by this License. Licensee shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Service (the "**Software**") or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (v) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Licensee's own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; (vii) use the Service in violation of any applicable law or regulation; or (viii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes.

**2.3 Reservation of Rights.** Other than as expressly set forth in this License, Everbridge grants to Licensee no



license or other rights in or to the Service, the Software or any other proprietary technology, material or information made available to Licensee through the Service or otherwise in connection with this License (collectively, the “**Everbridge Technology**”), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights (“**IP Rights**”) therein, as well as (i) all feedback and other information (except for the Licensee Data) provided to Everbridge by Users, Licensee and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Services.

### 3. CONFIDENTIAL INFORMATION.

**3.1 Definition; Protection.** As used herein, and subject to the provisions of any applicable Freedom of Information Act and the disclosure requirements of any other applicable law, “**Confidential Information**” means all information of a Party (“**Disclosing Party**”) disclosed to the other Party (“**Receiving Party**”), whether orally, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential. Subject to the provisions of any applicable Freedom of Information Act, Confidential Information includes without limitation, any personally identifiable Licensee Data. 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 License without the Disclosing Party’s prior written consent, unless (but only to the extent) otherwise required by a governmental authority or pursuant to any applicable Freedom of Information Act.

### 4. WARRANTIES; DISCLAIMER.

**4.1 Everbridge Warranty.** Everbridge shall provide the Services herein contemplated with the warranties and representations set forth in the Contract. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards and with the warranties and representations set forth in the Contract. **THE WARRANTIES SET FORTH IN THIS LICENSE AND PROVIDED IN THE CONTRACT 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.**

**4.2 Disclaimer.** NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO LICENSEE, FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, UNLESS SUCH FAILURE IS CAUSED BY THE WILLFUL MISCONDUCT OR FRAUD OF EVERBRIDGE. IF SUCH FAILURE IS CAUSED BY THE WILLFUL MISCONDUCT OF EVERBRIDGE, EVERBRIDGE’S LIABILITY SHALL BE CAPPED AT \$5 MILLION.

#### 4.3

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

**5. LIMITATION OF LIABILITY.** Neither Party shall have any liability to the other Party for any interruption of business, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, and except for the Limitation of Liability set forth in Section 4.2 herein, and except for liability for death, personal injury, or damage to tangible property as a result of the action or inaction of Everbridge’s employees, agents, contractors or subcontractors, and intellectual property infringement, in no event shall Everbridge’s liability to Licensee, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed the total amounts paid to Everbridge during the five (5) year term of the Contract by Licensee and by

Fairfax County on behalf of Licensee, as set forth in National Capital Region Pricing Proposal dated 12-04-13. Licensee understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms.

**6. TERMINATION.** Upon termination of the Agreement, this License shall remain in effect unless Licensee provides written notice to Everbridge of its election to terminate this License within thirty (30) days of termination of the Agreement. Licensee may also terminate this License at any time beginning one year after Contract execution upon thirty (30) days written notice to Everbridge.

**7. FUNDING.** In the event that Urban Area Security Initiative grant funding is no longer available, Licensee may, at its option, (i) terminate this License Agreement at any time upon written notice to Everbridge or (ii) upon written notice to Everbridge, elect to remain a party to this License Agreement under the same terms and conditions by providing its own funding. Any license fees payable are addressed in the Contract.

**8. ASSIGNMENT.** Neither Party shall assign this License, nor assign or delegate any rights or obligations hereunder, without the prior written permission of the other Party, which permission shall not be unreasonably withheld..

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

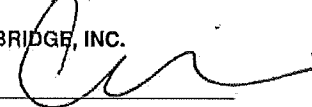
**10. GOVERNING LAW.;** This Agreement shall be governed and construed in accordance with the laws of the State of the Licensee.

**11. CONFLICTS.** Nothing in this License shall alter the terms of the Contract as executed by Fairfax County and Everbridge.

**12. AUTHORITY.** Each party represents that it has all necessary legal authority to enter into this License for itself and on behalf of any of its affiliates that shall be using the Services under the Agreement.

**IN WITNESS WHEREOF,** the parties have caused this License to be executed by their duly authorized representatives as of the day and year first above written.

EVERBRIDGE, INC.

By 

Title CFO

Date 2/11/14

LICENSEE : \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



# County of Fairfax, Virginia

## AMENDMENT

AUG 21 2019

### AMENDMENT NO. 6

CONTRACT TITLE: NCR Emergency Alert System

CONTRACTOR

Everbridge, Inc.  
500 N. Brand Blvd., Suite 1000  
Glendale, CA 91203

SUPPLIER CODE

1500060312

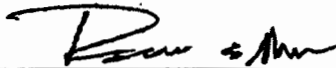
CONTRACT NO.

4400004385

By mutual agreement, contract 4400004385 is renewed for one (1) year effective January 1, 2020 through December 31, 2020 at existing prices, terms and conditions. This is the second of five renewal options available.

Contractor shall provide current Certification of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS, paragraph 17 of this contract within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

BY:   
(Signature)

Chief Accounting Officer  
(Title)

Phillip E. Huff  
(Printed)

8/14/2019  
(Date)

  
Cathy A. Muse, CPPC  
Director/County Purchasing Agent

DISTRIBUTION:

Dept. of Finance – Accounts Payable/e  
OEM – Roy Shrout/e  
OEM – Diane Hansen/e  
OEM – Sulayman Brown/e  
Contractor – hard/e-mail: [bridget.sarris@everbridge.com](mailto:bridget.sarris@everbridge.com)

Contract Specialist – Yong Kim, CPPB  
ACS, Team 1 – J. Waysome-Tomlin

**Department of Procurement & Material Management**  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013  
Website: [www.fairfaxcounty.gov/procurement/](http://www.fairfaxcounty.gov/procurement/)  
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA

tel: +1-818-230-9700  
fax: +1-818-230-9505

www.everbridge.com

## Quotation

### Prepared for:

Aaron Miller  
Arlington County, VA  
1425 N. Courthouse Rd., 7th Floor  
Arlington VA 22201  
United States  
Ph: (703) 228-7546  
Fax: (703) 228-3989  
Email: almill@arlingtonva.us

**Quote #:** Q-42152  
**Date:** 6/29/2020  
**Expires On:** 8/31/2020  
**Confidential**

**Salesperson:** Corey Baker  
**Phone:** (818) 230-9563  
**Email:** corey.baker@everbridgemail.com

### Contract Summary Information:

Contract Period:	6 Months
Contract End Date:	12/31/2020
Contract Option Years (in months)	36 Months

### Contact Summary:

Household Count:	0
Employee Count:	8,000

### Year 1

QTY	DESCRIPTION	PRICE
8,000	Everbridge Mass Notification (MN) Additional Contacts	USD 7,642.85
1	Everbridge Additional Organization	USD 252.74
<b>Year 1 TOTAL:</b>		USD 7,895.59

### Setup

QTY	DESCRIPTION	PRICE
1	Calculated Set Up Fee	USD 0.00
<b>Setup TOTAL:</b>		USD 0.00

### Pricing Summary:

Year One Fees:	USD 7,895.59
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00

<b>Total Year One Fees Due:</b>	<b>USD 7,895.59</b>
---------------------------------	---------------------

**Option Years:**

Contract Option Years (in months)	36 Months
Ongoing Annual Fees :	USD 15,620.00

1. Additional rates apply for all international calls.
2. This Quote and the Services provided hereunder are subject to the terms and conditions of the agreement entered into between Everbridge and Fairfax County, Virginia, having an effective date of February 14, 2014 (the "Agreement").
3. In the event that the Agreement expires prior to the end date set forth on this Quote (the "End Date"), the Parties agree that the Quote shall remain valid and the terms and conditions of the Agreement shall apply until the End Date.
4. Subject to sales taxes where applicable.
5. 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 negotiated language of the Agreement.

**Supplemental Notes:**

This quote is to allow an additional organization and up to 8,000 employees for the Arlington County Public Schools use of Everbridge Mass Notification.

Ongoing annual fees will be \$15,620.

**Authorized by Everbridge:**

**Signature:**

\_\_\_\_\_

**Date:**

**Name (Print):**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**To accept this quote, sign, date and return:**

**Signature:**

\_\_\_\_\_

**Date:**

**Name (Print):**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA  
Tel: +1-818-230-9700  
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



## CLIENT REGISTRATION FORM

\* Required information

\* **CONTRACTING PARTY / COMPANY NAME:**

\* **REQUESTOR / APPROVER OF SERVICE PURCHASE**

Contact Name:

Phone Number:

Email Address:

Alternate Phone:

\* **INVOICE DELIVERY / REMITTANCE EMAIL(S):**

\* **IS A PURCHASE ORDER REQUIRED FOR PAYMENT?**

Yes \_\_\_\_\_

No \_\_\_\_\_

If Yes, P.O. must be submitted at time of purchase. Failure to do so may result in processing delays. Forward to Final.Documents@everbridge.com

(U.S. Clients only)

\* **IS YOUR ORGANIZATION EXEMPT FROM PAYING SALES AND USE TAX?**

Yes \_\_\_\_\_

No \_\_\_\_\_

If YES, please submit Tax Exemption Certificate to Final.Documents@Everbridge.com

If your organization utilizes Direct Pay, please submit Direct Pay Permit to Final.Documents@Everbridge.com

\* **NOTE: A FORM W9 DOES NOT SUPPORT TAX EXEMPT STATUS**

\* **FAILURE TO PROVIDE PROOF OF TAX EXEMPT STATUS OR PROOF OF DIRECT PAY PERMIT WILL BE SUBJECT TO SALES TAX, WHERE APPLICABLE**

\* **VAT Registration No. (if applicable)**

\* **BILL-TO ADDRESS:**

Contact Name:

Address:

City:

State/Province/Region:

Postal/Zip Code:

Country:

\* **ACCOUNTS PAYABLE CONTACT:**

Contact Name:

Email Address:

Phone Number:

Fax Number:

Department:

**PURCHASER CONTACT INFORMATION:**

Contact Name:

Email Address:

Phone Number:

Fax Number:

Department:

**NOTES / REMIT INSTRUCTIONS:**

**VENDOR REGISTRATION FORMS / REQUIREMENTS (EX: W9, ACH/WIRE INSTRUCTIONS):**

Forms requiring completion must be emailed to VendorRequests@Everbridge.com