NAVAJO COUNTY AGENDA ITEM REQUEST FORM

Meeting Date: **05/11/15** **Time Needed: 5 Minutes**

Requesting Department: Finance **Presenter(s) Name: M. Springer**

Motion before the Board:
Award 5-year contract F15-02-20 for Mass Notification Services to Everbridge Inc..

Recommendation: (who, what, where, when, how, etc.) Staff recommends approval.

Background: (why should it be done, what will happen if not approved, etc. include resolution)
Navajo County is replacing the existing mass notification system with a more functional notification system that provides a variety of methods of notification and includes functional needs registration ability. The service was publically solicited and the evaluation team selected Everbridge Inc. as the firm best qualified to provide this service. The cost of the 1st year is $32,007.60 then $25,843.71 each year thereafter

Fiscal Impact: (what will it cost, where funds will come from, is it budgeted, etc.)
Budgeted in General Fund and Health District annual budget (50/50 split)

Reviewed and approved by: County Manager
County Attorney _____ Human Resources _____ Finance _____ IT _____

Clerk's Notes:

Date: Initial:

REMINDER: Email this coversheet and all backup documentation to "IT Support" by 4:00 p.m. the Friday prior to the Managers' meeting. The Clerk's Office will print the document and make necessary copies for signatures at Managers' meeting.

Everbridge, Inc.
Core Platform Service Agreement

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

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

1A. The County is a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, and other Arizona State agencies. These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. §11-952 and §41-2632. The IGAs permit purchases of material, equipment and services from Offerors at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the Offeror(s) contract, as awarded. Other members of S.A.V.E. may make use of the Services hereunder to the same extent as Client, provided that such municipality or agency purchases the Services on the same terms and conditions as are contained in this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such municipality or agency. Everbridge shall provide Services to such members at a price that is discounted from 10% of list price.

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

3. RESPONSIBILITIES.

3.1 Users. If Client has purchased Mass Notification or Incident Communications, Client shall in its discretion authorize certain of its employees and contractors to access that Service as users. If Client has purchased any other Service, Client shall authorize the number of users set forth on the Quote as applicable to that Service. Collectively, Client's employees and contractors who access any Service as provided above are referred to as **"User(s)"**. Client shall undergo the initial setup and training as set forth in the Onboarding Inclusion sheet provided with the Quote. If Client fails to complete the onboarding process within sixty (60) days of the Effective Date, unless such delay is the fault of Everbridge, Client must purchase any additional onboarding services.

3.2 Client Data. **"Client Data"** is all electronic data Client transmits to Everbridge in connection with the use of the Service. Client shall retain all ownership rights in any Client Data. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. By purchasing the Service, Client represents that it has the right to authorize and hereby does authorize Everbridge and its Service Providers to collect, store and process Client Data subject to the terms of this Agreement. **"Service Providers"** shall mean communications carriers, data centers, collocation and hosting services providers, short messaging services (**"SMS"**) providers and content and data management providers that Everbridge uses in providing the Service. Client shall maintain a copy of all Client Contact data that it provides to Everbridge. Client acknowledges that the Service is a passive conduit for the transmission of Client Data and any data submitted by Contacts, and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Client 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 Client or Contacts.

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

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

4. TERM. This Agreement shall begin on the Effective Date and shall continue in effect until all underlying Quotes with Client have expired in accordance with the terms of such Quote(s), or if this Agreement is terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein (**"Initial Service Term"**). If a Quote contains Services added to an existing subscription, such added Services shall be billed on a pro-rated basis and will be coterminous with the Initial Service Term or applicable renewal Service term (**"Renewal Term"**), unless otherwise agreed to by the parties.

5. TERMINATION; SUSPENSION.

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

5.2 Termination by Everbridge. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Service in Everbridge's sole discretion pursuant to the notice provisions above. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends the Service, Client's account shall not be reactivated until Client is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of up to $500.

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

5.4 Termination by Client. Client may terminate this Agreement in accordance with the provisions of A.R.S. § 38-511, which is hereby incorporated into this Agreement by reference.

6. PROPRIETARY RIGHTS.

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

6.2 Restrictions. Client 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 set forth in this Agreement. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services except as expressly set forth herein; (ii) modify or make derivative works based upon the Services; (iii) reverse engineer the Services; (iv) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Client's own intranets for its own internal business purposes; (v) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (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; or (vii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes. Client shall not and shall not attempt to access the Everbridge systems programmatically except using the appropriate username and password, and using application programming interface (API) calls permitted by Everbridge from time to time.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Client no license or other rights in or to the Service, software or any other proprietary technology, material or information made available to Client 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, 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 Client Data) provided to Everbridge by Users, Client and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Services.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, **"Confidential Information"** means all information of a Party (**"Disclosing Party"**) disclosed to the other Party (**"Receiving Party"**), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

7.2 Public Disclosure. Client is a political subdivision of the State of Arizona and, as such, is subject to A.R.S. §§ 39-121 through 39-127 regarding public records. Accordingly, notwithstanding any other provision of this Agreement to the contrary, any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law. In the event either Party is legally required to disclose the terms of this Agreement, the Party required to disclose shall, to the extent possible, provide the other party with prompt written notice of such requirement so that the other Party may seek a protective order or other appropriate treatment, or waive compliance hereunder with respect to that disclosure.

7.3 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all

materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

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

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

8.3 SMS Transmission. CLIENT ACKNOWLEDGES AND AGREES THAT THE USE OF SMS SERVICES, ALSO KNOWN AS SMS MESSAGING OR TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. CLIENT FURTHER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT IT ASSUMES ALL RISK ASSOCIATED WITH ANY SUCH DELAY, LACK OF DELIVERY OR INCOMPLETENESS.

9. INDEMNIFICATION.

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

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

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

10. LIABILITY LIMITS.

To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. MISCELLANEOUS.

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

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The 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. Client acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the 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 or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

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

11.5 Governing Law; Venue; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona, without regard to its conflicts of laws rules. In the event of a dispute that the parties are unable to resolve outside of judicial proceedings, it is agreed that the Courts of Navajo County, Arizona, shall have exclusive jurisdiction and be the appropriate venue for resolving the matter. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. Legal notices (i.e., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by US certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c) two (2) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Services, to the Client Portal.

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

11.8 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.

11.9 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.

11.10 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

EVERBRIDGE, INC. By: _____ Print Name: _____ Title: _____ Date: _____ Address: 500 N. Brand Blvd., Suite 1000 Glendale, California 91203	**CLIENT**: _____ By: _____ Print Name: _____ Title: _____ Date: _____ **Client's address for legal notices:** _____ _____

For legal notice: Attention: Legal Department	_____ Attn: _____

EXHIBIT A

Additional Business Terms

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

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

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

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

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

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

2. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Service, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. If Client exceeds the number of Users or incident templates purchased, Client shall be charged the applicable fees then in effect for additional Users or incident templates, as applicable.

EXHIBIT B

IPAWS- CMAS/WEA Addendum

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

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

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

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

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

OFFER

TO NAVAJO COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, scope of work/specifications and amendments*in the Solicitation. Signature also certifies understanding and compliance with "Certification" as defined in Article 1 of the "Standard Terms and Conditions" of this Agreement.

* Please Note: *Everbridge signs this document to fulfill the requirements of Navajo County and its RFP process, but respectfully directs the County to the Everbridge comments and exceptions included in our response. We respectfully request that additions or revisions be made a part of any contract resulting from this RFP.*

For clarification of this offer, contact:

Name: **Matthew Ward, Senior Account Executive** Phone: **(818) 230-9785** Fax: **(818) 484-2299**

Company Name: **Everbridge, Inc.**

Address: **500 N. Brand Blvd., Suite 1000**

City, State, Zip: **Glendale, CA 91203**

Signature of Person Authorized to Sign Offer

Shannon Castellani, Associate General Counsel
Printed Name

03-26-15
Date

ACCEPTANCE OF OFFER:
The offer is hereby accepted.

The fIRM is now bound to provide the materials or services listed in RFP# F15-02-20, including all terms, conditions, specifications, amendments, etc., and the Offeror's Proposal as accepted by County/public entity.

The Offeror has been cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives this signed sheet, or written notice to proceed.

Awarded this____ day of _____20_____

AUTHORIZED SIGNATURE