



Everbridge Master Services Agreement

This Master Services Agreement (“**Agreement**”) is entered into by and between Everbridge Europe Limited (registered number 03621410) whose registered office is at 6 De Grey SQ, De Grey Road, Colchester, Essex CO4 5YQ, United Kingdom (“**Everbridge**”), and the client (“**Client**”) identified on the Quote (as defined below), effective on the date of Client’s signature on the Quote (“**Effective Date**”). Everbridge and Client are each sometimes referred to as a “**Party**” and collectively, the “**Parties**.”

1. SERVICES.

1.1 Orders. Everbridge shall provide Client access to its proprietary interactive communication solutions (the “**Solutions**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the “**Quote**”) and the applicable Solution documentation (the “**Documentation**”). If applicable, Everbridge shall provide the training and professional services (“**Professional Services**”) set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the “**Services**”. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. “**Users**” are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or its Affiliates (as defined below). “**Contacts**” are individuals who Client designates as authorized to receive notifications or other communications through the Solutions and/or who provide their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

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

this Agreement will be deemed to be an Affiliate under this Clause.

2. INTENTIONALLY OMITTED

3. RESPONSIBILITIES.

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

3.2 Use of Solutions. Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Where applicable, Client shall obtain the required consent of Contacts to send communications through the Solutions. Client shall use the Service in accordance with Everbridge’s then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, Users or Contacts.

3.3 Data Privacy. Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. Everbridge is certified under the EU-US Privacy Shield, and will remain certified under Privacy Shield or an applicable successor regime throughout the term of this Agreement. In the event that neither Privacy Shield nor a successor regime remains in effect, Client and Everbridge shall enter into a data processing addendum incorporating the Standard Contractual Clauses for the transfer of personal data to processors. “**Privacy Laws**” means all U.S., U.K. and European Union, laws, treaties and regulations regarding consumer and data protection and privacy, including prior to May 25, 2018, applicable data protection laws implemented by European Union Member States under Directive 95/46 EC (the “**Directive**”) and, from and after May 25, 2018, General Data Protection Regulation 2016/679 (the “**GDPR**”). For the purposes of this Agreement, Client is the data controller and Everbridge is the data processor as such terms are defined in the Directive and the GDPR. Everbridge shall follow Client’s reasonable instructions in relation to the processing of Client Data, and Client shall be responsible for any claim, loss, expense, or damage that arises or is incurred by Everbridge as a result of Everbridge following such instructions. Additional specific requirements with respect to the processing of Client Data subject to the GDPR are set forth in [Exhibit B](#).

3.4 Data Security. Everbridge’s IT security and compliance program includes the following standards generally

adopted by industry leading 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 measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) an annual assessment of its security controls performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 16 (SSAE 16). Upon request, Everbridge shall provide Client with a copy of its current SSAE 16 SOC 2 report. Everbridge's security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001.

4. TERM. The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the contract period specified therein (“**Initial Service Term**”). If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Service Term or applicable renewal Service term (“**Renewal Term**”), unless otherwise agreed to by the parties. Except as set forth in an applicable Quote, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, such Quote shall renew automatically for successive subsequent periods of twelve (12) months unless either party notifies the other party of its intent to terminate at least thirty (30) days prior to the end of the then current term. Everbridge reserves the right to increase fees in any Renewal Term by three percent (3%). With respect to any renewals which are signed by Client after the previous term's expiration date, Everbridge reserves the right to increase its fees in such Renewal Term by five percent (5%).

5. TERMINATION; SUSPENSION.

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

5.2 INTENTIONALLY OMITTED

5.3 Suspension. Everbridge may suspend Client's access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client,

during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

6.2 Restrictions. Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

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

7. CONFIDENTIAL INFORMATION.

7.1 Definition. “**Confidential Information**” means all information of a Party (“**Disclosing Party**”) disclosed to the other Party (“**Receiving Party**”), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to

Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

7.2 Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

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

8.2 Disclaimer. EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY

POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

9. INDEMNIFICATION.

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

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Solution as provided hereunder infringes an issued patent or other IP Right. If (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Clause 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Clause to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

9.3 Indemnification Process. The indemnifying party's obligations under this Clause 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 defence 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.

10. LIABILITY LIMITS.

10.1 All warranties conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

10.2 Subject to Clause 10.3, neither Party shall be liable for any indirect, or consequential damages.

10.3 Nothing in this Agreement shall limit or exclude liability for death or personal injury caused by negligence, fraud or any other liability which may not properly be limited or excluded by applicable law.

10.4 Subject to its indemnification obligations in Clause 9.2, and Clause 10.3, Everbridge's aggregate liability under or in connection with this agreement shall not (whether in tort, contract, breach of statutory duty or otherwise) exceed a sum equal to the amount actually paid by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. Client 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. INSURANCE. Everbridge will maintain during the term of this Agreement the following coverages: (i) General Liability insurance, with liability limits of at least £3,000,000; (ii) Professional Liability coverage with limits of at least £3,000,000; and (iii) workers' compensation insurance as required by the state or local law in which the work is performed. Upon request by Client, Everbridge shall provide Client a certificate of insurance evidencing such coverages.

12. MISCELLANEOUS.

12.1 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 Clause.

12.2 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, labour problems, regional technology interruptions, or denial of service attacks. The Solution delivers information for supported Contact paths to public and private networks and carriers, but Everbridge 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.

12.3 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.

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

is a competitor of the other Party.

12.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with English laws and the Parties submit to the non-exclusive jurisdiction of the courts of England and Wales. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

12.6 Notices. Legal notices (e.g., 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 registered prepaid post 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 Clause and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

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

12.8 Rights of Third-Parties. A person who is not a party to this agreement shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

12.9 Anti-corruption. Both Parties shall comply with all applicable laws, statutes, and regulations, relating to anti-bribery and anti-corruption, including but not limited to, the Bribery Act 2010.

12.10 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, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

EXHIBIT A
Additional Business Terms

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

1. **Types of Notifications. “Priority Notifications”** are communications sent by Client through the Solution to multiple Contacts via one or multiple communication paths to advise Contacts of an immediate or expected emergency or life-threatening condition or critical circumstance, but excluding any Contact responses thereto. Priority Notifications also include a reasonable number of test messages sent on a periodic basis during an annual period. **“Non-Priority Notifications”** are communications sent by Client through the Solution to multiple Contacts via one or multiple communications paths which are not characterized as Priority Notifications, and any Contact responses to such communications or to any Priority Notifications.
2. **Messaging Minutes.** For the Mass Notification Solution, Clients must purchase units of usage (**“Messaging Minutes”**) to send Non-Priority Notifications. No Messaging Minutes shall be required to send domestic Priority Notifications, push notifications or email messages. The domestic country is considered to be the country of the Client’s registered office address in this Agreement. Unused Messaging Minutes expire at the end of the annual billing period under the applicable Quote, and are not refundable.
3. **Usage.** Messaging Minutes shall be calculated as follows:
 - For text messages, one Messaging Minute for each 146 characters or portion thereof.
 - For voice messages, one Messaging Minute per minute or portion of a minute of the voice message.
 - For Conference minutes, one Messaging Minute per minute or portion of a minute of the voice call or message.
 - Additional charges may apply for international notifications.
4. **Priority Notification Review.** For Clients purchasing the Mass Notification Solution, Everbridge may, where local laws allow, review message content to verify that messages have been appropriately characterized as Priority Notifications. If Client has not characterized a message appropriately, then Everbridge may recharacterize the message after informing Client, and apply Messaging Minutes in accordance with the above usage allocations. Client’s intentional mischaracterization of Priority Notifications, or mischaracterization of more than three Priority Notifications in a twelve-month period, shall constitute a material breach of this Agreement.
5. **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. **“Data Feed”** means data content licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., third party maps and situational intelligence).
6. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. **“Incident Administrator”** means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Solution. **“Incident Operator”** means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Solution.

EXHIBIT B
GDPR Requirements

The following terms are incorporated by reference into the Agreement as applicable with respect to any Client Data that is subject to the requirements of the GDPR ("Covered Data").

1. **Confidentiality of Processing.** Everbridge shall ensure that any person that it authorizes to process Covered Data (including Everbridge's staff, agents and subcontractors) (an "**Authorized Person**") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process Covered Data who is not under such a duty of confidentiality. Everbridge shall ensure that all Authorized Persons process Covered Data only as necessary for the purposes permitted under the Agreement.
2. **Security.** Everbridge shall implement appropriate technical and organizational measures to protect Covered Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to the Data (a "**Security Incident**"). Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures shall include, as appropriate:
 - (a) the pseudonymisation and encryption of personal data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - (d) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
3. **Subprocessing.** Everbridge shall not subcontract any processing of the Data to a third party subprocessor without the prior written consent of Client, except as set forth in this Section 3. Client consents to Everbridge engaging third party subprocessors to process Covered Data provided that: (i) Everbridge provides at least thirty (30) days' prior notice of the addition or removal of any subprocessor (including details of the processing it performs or will perform), which may be given by posting details of such addition or removal at the following URL: <https://www.everbridge.com/wp-content/uploads/2018/02/Everbridge-Sub-Processor-List-for-GDPR-2.2.2018-Final.pdf>; (ii) Everbridge imposes data protection terms on any subprocessor it appoints that protect Covered Data to the same standard provided for by these terms; and (iii) Everbridge remains fully liable for any breach of these terms that is caused by an act, error or omission of its subprocessor. If Client refuses to consent to Everbridge's appointment of a third party subprocessor on reasonable grounds relating to the protection of Covered Data, then either Everbridge will not appoint the subprocessor or Client may elect to suspend or terminate the Agreement without penalty.
4. **Cooperation and Data Subjects' Rights.** Everbridge shall provide all reasonable and timely assistance to Client (at Client's expense) to enable Client to respond to: (i) any request from a data subject to exercise any of its rights under applicable Privacy Laws (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of Covered Data. If any such request, correspondence, inquiry or complaint is made directly to Everbridge, Everbridge shall promptly inform Client providing full details of the same.
5. **Data Protection Impact Assessment.** If Everbridge believes or becomes aware that its processing of Covered Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall promptly inform Client and (at Client's expense) provide Client with all such reasonable and timely assistance as Client may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.
6. **Security incidents.** Upon becoming aware of a Security Incident, Everbridge shall inform Client without undue delay and shall provide all such timely information and cooperation as Client may reasonably require in order for Client to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) applicable Privacy Laws. Everbridge shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident for which Everbridge is responsible and shall keep Client of all developments in connection with the Security Incident.
7. **Audit.** Client acknowledges that Everbridge is regularly audited against SSAE 16 SOC 2 standards by independent third party auditors. Upon request, Everbridge shall provide a summary copy of its audit reports to Client and a completed security questionnaire. Such information shall be subject to the confidentiality provisions of the Agreement. To the extent expressly required in writing by a competent data protection authority or following a Security Incident involving Covered Data, Everbridge shall permit Client (or its appointed third party auditors) to audit Everbridge's compliance with these terms and the data privacy provisions of the Agreement, and shall make available to Client such information, systems, and staff as may be reasonably necessary for Client (or its third party auditors) to conduct such audit. Everbridge acknowledges that Client (or its third party auditors) may enter its premises for the purposes of conducting such audit, provided that Client gives Everbridge reasonable prior notice of its intention to audit, enters into a mutually agreed statement of work with Everbridge that defines the scope of the audit, conducts its audit over a period of no more than two business days during normal business hours, and takes all reasonable measures to prevent unnecessary disruption to Everbridge's operations.

8. Disclosure to Authorities. Everbridge acknowledges that Client may disclose these terms and the data privacy provisions of the Agreement to the US Department of Commerce, the Federal Trade Commission, European data protection authority, or any other US or EU judicial or regulatory body upon their request and that any such disclosure shall not be deemed a breach of confidentiality.