

Everbridge Terms of Use

LAST UPDATED: January 9, 2024

1. Introduction.

Welcome to Everbridge!

The terms and conditions contained in these Terms of Use (“Terms”) apply to the access and use of Everbridge’s and its subsidiaries’ and affiliates’ websites, including without limitation www.everbridge.com, and mobile sites, services, applications, platforms, and tools that link to these Terms (collectively, the “Sites”) by users (“you”, “your”, or “user”). Please read these Terms carefully before you begin using the Sites. These Terms are legally binding and your access to or use of the Sites serves as your acceptance of, and agreement to, the Terms. If you do not agree with any of the Terms, you are not permitted to access or use the Sites.

Everbridge, Inc. (referred to herein collectively with all subsidiaries and affiliates as “we”, “our”, or “Everbridge”) may amend the Terms by posting the amended version on our Sites. You agree that the foregoing will constitute sufficient and effective notice. By continuing to use the Sites more than 30 days after we post an amended version, you confirm your acceptance of, and agreement to, the Terms as amended. If you do not agree with any of the changes, you must immediately stop using all Sites, and your license to use the Sites will immediately terminate.

Certain areas within the Sites may be governed by additional terms posted in or linked to such areas (“Additional Terms”). By using those areas of the Sites, you agree to the Additional Terms. The Additional Terms are incorporated into these Terms, and any reference to these Terms includes the Additional Terms.

IMPORTANT: PLEASE REVIEW SECTION 2 SET FORTH BELOW (THE “ARBITRATION AGREEMENT”) CAREFULLY, AS IT REQUIRES YOU TO RESOLVE DISPUTES WITH EVERBRIDGE ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING INDIVIDUAL ARBITRATION, AND NOT BY A JURY TRIAL. BY ENTERING INTO THESE TERMS, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE TERMS OF THIS ARBITRATION AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

2. DISPUTE RESOLUTION; ARBITRATION AGREEMENT; CLASS ACTION AND JURY TRIAL WAIVER.

BY AGREEING TO THE TERMS, YOU AGREE THAT YOU ARE REQUIRED TO RESOLVE ANY CLAIM THAT YOU MAY HAVE AGAINST EVERBRIDGE ON AN INDIVIDUAL BASIS IN ARBITRATION, AS SET FORTH IN THIS ARBITRATION AGREEMENT. THIS WILL PRECLUDE YOU FROM BRINGING ANY CLASS, JOINT, COLLECTIVE, REPRESENTATIVE, OR CONSOLIDATED ACTION AGAINST EVERBRIDGE, AND ALSO PRECLUDE YOU FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, JOINT, COLLECTIVE, REPRESENTATIVE, OR CONSOLIDATED ACTION BROUGHT AGAINST EVERBRIDGE BY SOMEONE ELSE.

INITIAL DISPUTE RESOLUTION AND NOTIFICATION. You and Everbridge agree that, prior to initiating an arbitration or other legal proceeding, you and Everbridge will attempt to negotiate an informal resolution

of the Dispute (as defined below). To begin this process, and before initiating any arbitration or legal proceeding against Everbridge, you must send a Notice of Dispute (“Notice”) by certified mail to the attention of Everbridge’s Legal Department at the postal address set out in Section 16(h) below. For purposes of these Terms, initiating an arbitration means filing an arbitration demand (“Demand”).

Your Notice to Everbridge must contain all of the following information: (1) your full name, address, and relationship to Everbridge; (2) a detailed description of the nature and basis of the Dispute; (3) a description of the relief you want, including any money damages you request; and (4) your signature verifying the accuracy of the Notice and, if you are represented by counsel, authorizing Everbridge to disclose information about you to your attorney.

After receipt of your Notice, you and Everbridge shall engage in a good-faith effort to resolve the dispute for a period of 60 days, which both sides may extend by written agreement (“Informal Dispute Resolution Period”). During the Informal Dispute Resolution Period, neither you nor Everbridge may initiate an arbitration or other legal proceeding.

If the Dispute is not resolved during the Informal Dispute Resolution Period, either party may initiate an individual arbitration as provided below, except for Disputes (i) that may be brought in an individual action in small claims court, or (ii) that relate to the ownership or enforcement of intellectual property rights. In addition, you and Everbridge each retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights. In any such case, your waiver of the right to a jury trial and the class action waiver set forth in this Arbitration Agreement shall continue to apply.

“Dispute” includes any dispute, action, or other controversy, whether based on past, present, or future events, between you and Everbridge concerning the Sites or Terms, whether in contract, tort, warranty, statute, regulation, or other legal or equitable basis. You and Everbridge empower the Arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these Terms or the formation of this contract, including the arbitrability of any dispute and any claim that all or any part of the Terms are void or voidable.

CLASS ACTION AND JURY TRIAL WAIVERS. BY ENTERING INTO THE TERMS, YOU AND EVERBRIDGE EACH EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY. ADDITIONALLY, YOU AND EVERBRIDGE AGREE THAT EACH MAY ONLY BRING CLAIMS AGAINST THE OTHER IN AN INDIVIDUAL CAPACITY AND THAT THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED IN ANY PURPORTED CLASS, JOINT, COLLECTIVE, REPRESENTATIVE, OR CONSOLIDATED PROCEEDING OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR ON BEHALF OF THE GENERAL PUBLIC, OTHER USERS, OR ANY OTHER PERSONS. As such, you and Everbridge acknowledge and agree that each waives any right to participation as a plaintiff or a class member in a class action litigation or arbitration, or in any other collective or consolidated action, with respect to these terms. Neither you nor Everbridge may be a representative of any other potential claimants or class of potential claimants in any such dispute, nor may two or more users’ disputes be consolidated or otherwise determined in one proceeding. This will also preclude you and Everbridge from participating in or recovering relief under any current or future class, joint, collective, representative, or consolidated action brought by someone else.

- A. **Rules and Governing Law.** The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the AAA’s Consumer Arbitration Rules, the Supplementary Procedures for Consumer Related Disputes, and/or the Supplementary Rules for Multiple Case Filings (“AAA Rules”) then in effect, except as modified by this Arbitration

Agreement. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.

Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the Commonwealth of Massachusetts.

- B. Initiating Arbitration. A party who desires to initiate arbitration must provide the other party with a written Demand as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879.) The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the Commonwealth of Massachusetts and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the proposed list of arbitrators by the AAA, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.
- C. Location and Procedures. If the claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Everbridge submit to the Arbitrator, unless you request a hearing and the Arbitrator determines that a hearing is necessary. If the claim exceeds \$10,000, arbitration may be conducted in person, through the submission of documents, by phone, or online, and your right to a hearing will be determined by the AAA Rules. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in Suffolk County, Massachusetts or in another jurisdiction to which you and Everbridge agree in writing; provided, however, that if circumstances prevent you from traveling to Massachusetts, the AAA may hold an in-person hearing in the state where you reside. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.
- D. Arbitrator’s Decision. The Arbitrator will render a written award within the time frame specified in the AAA Rules and shall provide a written decision with a statement of reasons if requested by either party. The Arbitrator may award declaratory or injunctive relief, but only in favor of the individual claimant, and only to the extent necessary to provide relief warranted by the claimant’s individual claim. The Arbitrator shall not have authority to entertain any claim on behalf of a person who is not a named party, nor shall the Arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party. The Arbitrator’s decision shall be final and binding on all parties. The Arbitrator’s decision and judgment thereon shall have no precedential or collateral estoppel effect.

You and Everbridge agree to submit to the exclusive jurisdiction of the federal or state courts located in Suffolk County, Massachusetts in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

- E. Procedures for Multiple Case Filings. YOU AND EVERBRIDGE AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF US IS WAIVING THE RIGHT TO BRING OR PARTICIPATE IN AN ARBITRATION INVOLVING MULTIPLE CASE FILINGS. Everbridge’s receipt of twenty-five or more similar Demands for Arbitration (including yours) where representation of the parties is consistent or coordinated across claims (“Multiple Case

Filing”) shall be subject to the additional procedures set forth below. Demands included in a Multiple Case Filing may proceed only in accordance with the procedures set out below, and subject to the AAA Supplementary Rules for Multiple Case Filings (“AAA Multiple Case Filing Rules”) to the extent not contrary to the terms of this Arbitration Agreement. If a court determines that this Section 2(E) is not enforceable as to your Demand, then your claim may only proceed individually in court consistent with these Terms.

- (i) Batching: You and Everbridge agree that your and other individuals’ Demands deemed by Everbridge to be a Multiple Case Filing may be filed with AAA in batches of no greater than 50 individuals’ claims at one time, with 25 claims (or half of the total number of claims in a batch, if less than 50) selected by counsel for you and other claimants and 25 claims (or half of the total number of claims in a batch, if less than 50) selected by Everbridge. After your claim is batched and permitted to be filed as a Demand with the AAA, you and Everbridge agree that selection and appointment of one or more Arbitrators for your Demand shall be governed by the AAA Multiple Case Filing Rules.
- (ii) First (Bellwether) Batch: The first batch of up to 50 Demands are the Bellwether Arbitrations. If your Demand is included in the Bellwether Arbitrations, you and Everbridge shall cooperate with the Arbitrator(s) assigned to your arbitration to resolve your claim within 120 days of the initial pre-hearing conference.
- (iii) Stay of Filing of Other Demands: If your Demand is not among those selected for the Bellwether Arbitrations, your Demand cannot be filed until it is assigned to a batch and authorized to be filed in a later stage of this process. No arbitration fees will be assessed on you or Everbridge in connection with your Demand unless and until it is assigned to a batch and authorized to be filed with AAA.
- (iv) Mediation: After the Bellwether Arbitrations are completed, if your Demand remains unresolved, you and Everbridge agree to mediate your claim along with any other unresolved claims included in the Multiple Case Filing (“Global Mediation”). The mediator will be selected according to the procedure set forth in the applicable AAA mediation procedures, and Everbridge will pay the mediator’s fees. The Global Mediation shall be completed within 120 days of the selection of a mediator, unless extended by written agreement between you and Everbridge.
- (v) Election To Proceed in Court: If Global Mediation is not successful in resolving your claim, and 100 or more claims included in the Multiple Case Filing remain unresolved, you or Everbridge may opt out of arbitration and elect to have your claim resolved in court consistent with Section 16(c) of these Terms. You or Everbridge must exercise this election within 45 days of the completion of Global Mediation.
- (vi) Sequential Arbitration of Remaining Batches: If neither you nor Everbridge opt out of arbitration, another batch of no greater than 50 individuals’ Demands will be selected from the Multiple Case Filing, with 25 claims (or half of the total number of claims in a batch, if less than 50) selected by counsel for claimants and 25 claims (or half of the total number of claims in a batch, if less than 50) selected by Everbridge. If your Demand is included in this next batch of 50 claims, your Demand will be filed with AAA, and you and Everbridge shall cooperate with the Arbitrator assigned to your arbitration to resolve your claim within 120 days of the initial pre-hearing conference. The process of batching up to 50 individual claims at a time will continue until the parties resolve all claims included in the Multiple Case Filing. No unbatched Demand can proceed to arbitration until the previous batch has been resolved.

(vii) Tolling: For any claim subject to these Multiple Case Filing procedures, any statute of limitations applicable to your claim shall be tolled from the date we receive your Demand until the earlier of (1) the date your Demand is filed with the AAA, or (2) the date you or Everbridge opts out of arbitration pursuant to Section 2(E)(v).

- F. Fees. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Everbridge will reimburse those fees for claims totaling less than \$10,000 unless the Arbitrator determines the claims are frivolous or brought for an improper purpose (based on the standards set forth in Federal Rule of Civil Procedure 11(b)). Likewise, Everbridge will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous or brought for an improper purpose (based on the standards set forth in Federal Rule of Civil Procedure 11(b)). The right to recover attorneys' fees and expenses set forth in the Terms supplements any right to attorneys' fees and expenses you may have under applicable law. You may not, however, recover duplicative awards of attorneys' fees or costs.
- G. Severability. If any part of this Arbitration Agreement, other than the class action waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. The class action waiver is non-severable and if it is deemed or found to be unenforceable for any reason, the whole Arbitration Agreement shall be null and void.

3. Privacy.

We are committed to transparency about Everbridge's privacy practices. You can find the Privacy Policy applicable to the Sites, which is incorporated into the Terms by reference, here <https://www.everbridge.com/about/legal/everbridge-global-privacy-notice>.

4. Acceptable Use.

Our goal is to create a respectful, positive, and safe environment for our Sites' users. In order to promote this goal, we prohibit certain kinds of conduct with respect to the Sites. We reserve the right to determine whether a user's conduct violates these Terms, and to take action as we deem appropriate. You may use the Sites only for lawful purposes and in accordance with these Terms, and you agree not to use the Sites:

- in any way that violates any applicable federal, state, local or international law or regulation;
- to knowingly send, submit, or upload false, inaccurate, misleading, libelous, defamatory, obscene, threatening, invasive, abusive, illegal, or otherwise objectionable communications;
- to impersonate or attempt to impersonate any person or entity (including without limitation by using such person's or entity's identifiable information);
- to transmit, or procure the sending of, any advertising or promotional material, including any "junk email," "chain letter," "spam," or any other similar solicitation;
- to violate, infringe, or misappropriate another person's intellectual property, privacy, publicity, or other legal rights;
- to make any commercial use of the Sites or their content, including by collecting or using any product listings, descriptions, prices, or images contained on the Sites; or
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Sites, or which, as determined by us, may harm Everbridge, our suppliers or licensors, or users of the Sites, or expose them to liability.

Additionally, you agree not to:

- use the Sites in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Sites;
- modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Sites;
- remove any copyright, trademark, or other proprietary rights notice from the Sites or materials originating from the Sites;
- use any robot, spider or other automatic device, process or means to access the Sites for any purpose, including to monitor or copy any of the content on the Website, or otherwise use data extraction, scraping, mining, or other data-gathering tools, or create a database by systematically downloading or storing the Sites' content;
- introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Sites, the servers on which the Sites are stored, or any server, computer or database connected to the Sites;
- attack the Sites via a denial-of-service attack or a distributed denial-of-service attack; or
- use any device, software or routine, or otherwise attempt to interfere with the proper working of the Sites.

5. Ownership.

The Sites and all rights, title, and interest therein are and shall remain the property of Everbridge or its suppliers or licensors. This includes without limitation all software, text, displays, images, titles, dialogue, animations, art, concepts, content, audio sounds and effects, musical compositions, visual effects, methods of operation, documentation, and moral rights, as well as all Everbridge's or its suppliers' or licensors' names, representations and likenesses, trademarks, logos and designs, or product and service marks (collectively, "Protected Material"). Except for the limited license granted below, neither these Terms nor your use of the Sites convey or grant to you any rights in or related to the Sites, or any right to use or reference Protected Material. Protected Material displayed in the Sites is the property of Everbridge or its suppliers or licensors. You may not remove, copy or alter any Protected Material. Except as otherwise required by applicable law, any use, reproduction, distribution, modification, retransmission or publication of any Protected Material is strictly prohibited without the express written consent of the owner of the Protected Material. All rights not expressly granted herein are reserved by Everbridge.

6. License.

Subject to your agreement to the Terms and your continued compliance with the Terms, we grant you a limited, non-transferable, non-exclusive license to access and use the Sites for your own personal, non-commercial use. You may not copy, display, seek to disable, distribute, perform, publish, modify, transfer, create works from, or use the Sites or any component of them, except as expressly authorized by us. We reserve the right to withdraw or amend the Sites, and any functionality, service, or content we provide on the Sites, in our sole discretion, without notice. We will not be liable if, for any reason, all or any part of the Sites is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to the Sites and ensuring that all persons who access the Sites through your internet connection are aware of these Terms and comply with them.

7. Your Everbridge Account.

You may need to register an account with Everbridge to use all or part of the Sites. We may reject, or require that you change, any username, password or other information that you provide to us in registering such account. Your username and password are for your personal use only and should be kept confidential; you, and not Everbridge, are responsible for any use or misuse of your username or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your username, password, or account. In addition to all other rights available to Everbridge, including those set forth in these Terms, Everbridge reserves the right, in its sole discretion, to terminate your account.

8. Reliance on Information Posted.

The information presented on or through the Sites is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Sites, or by anyone who may be informed of any of its content. We may update the content on the Sites from time to time, but its content is not necessarily complete or up to date. Any of the material on the Sites may be out of date at any given time, and we are under no obligation to update such material.

9. Linking to the Sites.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our prior written consent. Subject to the foregoing, you shall not (i) establish a link from any website that is not owned by you, (ii) cause the Sites or portions of them to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other website, (iii) link to any part of the Sites other than the homepage, or (iv) otherwise take any action with respect to the materials on the Sites that is inconsistent with any other provision of these Terms. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission in our sole discretion, without notice.

10. Links from the Sites.

Sites may contain links to other websites and resources provided by third parties; these links are provided for your convenience only. We have no control over the content of those websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked from the Sites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

11. User-Generated Content.

To the extent that any content generated through your use of the Sites (“User-Generated Content” or “UGC”) gives rise to any copyright interest, you hereby grant Everbridge an exclusive, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use your UGC in any way and for any purpose in connection with the Sites and related goods and services, and to distribute your UGC without any further notice or compensation to you of any kind for the whole duration of protection granted to intellectual property rights by applicable laws and international conventions. You hereby waive any moral rights of paternity, publication, reputation, or attribution with respect to Everbridge use and enjoyment of such assets under applicable law. The foregoing license grant to Everbridge, and the above waiver of any applicable moral rights, survives any termination of this license.

You are solely responsible for the UGC you submit, and Everbridge assumes no liability for any UGC submitted by you. You acknowledge and agree that we reserve the right (but have no obligation) to do any or all of the following, in our sole discretion: (i) monitor UGC; (ii) alter, remove, or refuse to post or allow to

be posted any UGC; and (iii) disclose any UGC, and the circumstances surrounding its transmission, to any third party.

12. Geographic Restrictions.

Everbridge is based in the Commonwealth of Massachusetts in the United States. We make no claims that the Sites or any of their content is accessible or appropriate outside of the United States. Access to the Sites may not be legal by certain persons or in certain countries. If you access the Sites from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

13. DISCLAIMER OF WARRANTIES

YOU ACKNOWLEDGE AND UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE SITES WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO OUR SITES FOR ANY RECONSTRUCTION OF ANY LOST DATA. EVERBRIDGE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL OR CONDUCT THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THEM, OR ON ANY SITES LINKED TO IT.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE SITES ARE MADE AVAILABLE TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY; AND (B) EVERBRIDGE DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SITES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS) ARE MADE FOR THE BENEFIT OF EVERBRIDGE AND ITS LICENSORS, SUPPLIERS, AND SERVICE PROVIDERS, AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE "AFFILIATED ENTITIES").

14. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: EVERBRIDGE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OR MISUSE OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION TRANSMITTED VIA THE SITES (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF SUCH INFORMATION), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) EVERBRIDGE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITES; AND (B) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITES IS TO STOP USING THE SITES.

TO THE EXTENT THAT EVERBRIDGE MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY OR LIMIT ITS LIABILITY AS SET FORTH HEREIN, THE SCOPE OF SUCH WARRANTY AND THE EXTENT OF EVERBRIDGE LIABILITY WILL BE THE MINIMUM REQUIRED UNDER SUCH APPLICABLE LAW.

ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS) ARE MADE FOR THE BENEFIT OF BOTH EVERBRIDGE AND ITS AFFILIATED ENTITIES.

15. Indemnification.

You agree to indemnify, defend, save, and hold Everbridge and its Affiliated Entities harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses, including legal fees and expenses, arising out of or relating to: (i) your use of the Sites; (ii) your actual or alleged breach or violation of these Terms; and (iii) your UGC. You are solely responsible for defending any claim against Everbridge or an Affiliated Entity, subject to Everbridge or such Affiliated Entity's right to participate with counsel of its own choosing at its own expense, and for payment of all judgments, settlements, damages, losses, liabilities, costs, and expenses, including legal fees and expenses, resulting from all claims against Everbridge or an Affiliated Entity, provided that you will not agree to any settlement that imposes any obligation or liability on Everbridge or its Affiliated Entity without its prior express written consent. If Everbridge or an Affiliated Entity assumes the defense of any claim, you agree to cooperate with the defense of such claims.

16. Miscellaneous.

- a. **Term and Termination.** We reserve the right to condition your license to access and use the Sites on your agreement to, and compliance with, these Terms. We also reserve the right to terminate your license to access and use the Sites, at any time, for any reason or no reason, in our sole discretion. You may terminate these Terms by discontinuing your use of the Sites. Notwithstanding any such termination, Sections 2, 5, 11, 13, 14, 15, and 16 of the Terms, and all provisions of these Terms that are by their nature intended to survive termination, will remain in force, and you will continue to be liable for all your activities during the time you used the Sites.
- b. **Severability.** Subject to Section 2(G), you and Everbridge agree that if any portion of these Terms is found unlawful or unenforceable, in whole or in part, that provision will be ineffective only to the extent of such finding and as to such jurisdiction, without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of these Terms, which will be enforced to the fullest extent of applicable law.
- c. **Choice of Law; Venue.** Except as set forth in the Arbitration Agreement above, you and Everbridge agree that these Terms and any dispute of any nature that might arise between you and Everbridge will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to its conflict or choice of laws principles. You and Everbridge agree that any action at law or in equity that is not subject to the Arbitration Agreement above shall be filed, and that venue properly lies, only in the state or federal courts located in Suffolk County, Massachusetts, United States of America, and you and Everbridge expressly consent and submit to the exclusive and personal jurisdiction of such courts for the purposes of litigating such action.
- d. **Assignment.** We may assign our rights and obligations under these Terms, in whole or in part, to any person or entity at any time with or without your approval. You may not assign any of the rights or obligations you have under these Terms without our prior written

approval. Any such assignment without our prior written approval is ineffective and in violation of these Terms.

- e. **Entire Agreement.** These Terms, including any policies referenced in the Terms, are the entire agreement between you and Everbridge with respect to the use of the Sites. They supersede all prior and/or contemporaneous understandings, regardless of the medium (oral, written, or electronic) and practice (custom, policy, course of business, precedent) by which such understandings were communicated.
- f. **No Waiver.** Our failure to enforce any right or provision in these Terms shall not constitute a waiver or relinquishment of such right or provision unless acknowledged and agreed to by us in writing.
- g. **Notices to Everbridge.** All notices given by you or required from you under these Terms must be in writing and addressed to us, attention Legal Department, at the postal address set forth below in the “Contact Information” section. Any notices that you provide without compliance with this subsection will have no legal effect.
- h. **Contact Information.** If you have questions, complaints, or claims with respect to the Sites or these Terms, please direct such communications to:

Postal Address: Everbridge, Inc.
25 Corporate Drive, Suite 400
Burlington, MA, US 01803

Email address: privacy@everbridge.com