

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement ("**Agreement**") is made by and between the applicable member of the Everbridge group of companies — comprising Everbridge, Inc. and its affiliates (including without limitation xMatters, Inc., RedSky Technologies, LLC, One2Many and Everbridge Europe Limited) — that receives Confidential Information under this Agreement (such entity, "Everbridge"), and the party identified in the signature block below (the "Counterparty") (each a "Party" and together the "Parties"). This Agreement is effective as of the date on which the Counterparty signs it as set out in the signature block (the "Effective Date").

The parties wish to evaluate and pursue a potential business relationship that, if agreed, is expected to be documented in a separate agreement containing its own confidentiality obligations. In connection with, and in advance of, the negotiation and execution of any such agreement, each party may disclose Confidential Information to the other, and the parties accordingly agree as follows:

1. **Confidential Information.** As used in this Agreement, "**Confidential Information**" means all non-public proprietary or confidential information of such party that is designated as confidential, or given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation: (i) non-public information relating to a party's technology, customers, business opportunities and plans, pricing, product plans, promotional or marketing activities, finances, personnel and other business affairs; (ii) third-party information that a party is obligated to keep confidential; and (iii) the content of this Agreement and any negotiations or discussions between the parties. Confidential Information may be contained in tangible materials, such as drawings, data, specifications, reports and computer programs or may be in the nature of unwritten knowledge.
2. **Exclusions.** Notwithstanding the foregoing, Confidential Information shall not include information which: (a) is already publicly known without breach of the Recipient, as hereinafter defined; (ii) can be shown by documentation to be rightfully known to the Recipient prior to receipt from the Discloser, as hereinafter defined; (iii) is lawfully disclosed to the Recipient by a third party without restriction as to use and disclosure; or (d) is discovered, created or independently developed by the Recipient without use of, reliance upon, or reference to, the Confidential Information of the Discloser, as shown in records of the Recipient.
3. **Use and Disclosure Obligations.** Confidential Information belonging to one party to this Agreement (the "**Discloser**") shall not be used by any other party to which such Confidential Information is disclosed (the "**Recipient**") except for the purposes of this Agreement. Confidential Information shall not be disclosed by the Recipient except: (i) to the Recipient's personnel having a need to know; (ii) to the personnel of the Recipient's parent, subsidiary or affiliate companies having a need to know; (iii) to the personnel of the Recipient's consultants and attorneys having a need to know, and only then if such consultants and attorneys are bound by confidentiality and non-disclosure commitments substantially similar to those contained herein; or (iv) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction, but only to the extent so ordered, and provided that the Recipient shall use its best efforts to provide timely written notice to the Discloser to enable the Discloser to seek a protective order. Recipient agrees to protect Confidential Information of the Discloser using at least the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, but no less than reasonable care. Neither party is required by this Agreement to disclose any particular information to the other and any disclosure pursuant to this Agreement is entirely voluntary and does not, in itself: (i) create any warranties or representations of any kind; (ii) create any commitment as to any future transaction, product, service, or other prospective business relationship; or (iii) constitute solicitation of any business or the incurring of any obligation by either party, except as expressly specified herein.
4. **Rights in Confidential Information.** Confidential Information shall remain the sole property of the Discloser. Neither party shall acquire any intellectual property rights of the other, either directly or indirectly by this Agreement, nor are any rights of ownership in the Confidential Information granted or conferred, by license or otherwise, by this Agreement. The rights granted with respect to the Confidential Information hereunder is a limited right to use only for the purposes set forth in this Agreement. Notwithstanding this Agreement's other provisions, if Recipient provided any ideas, suggestions or recommendations to Discloser regarding Discloser's Confidential Information ("**Feedback**"), Discloser is free to use and incorporate such Feedback in its products, without payment of royalties or other consideration to Recipient, so long as Disclosure does not infringe Recipient's patent, copyrights or trademark rights in the Feedback. Additionally, Recipient shall not be liable for use or disclosure of any Residual Information. "**Residual Information**" means information in non-tangible form (including, without limitation, ideas, concepts, know-how, expressions and techniques) that Recipient's personnel retain by unaided memory as a result of activities undertaken in connection with Confidential Information under this Agreement.
5. **Term.** This Agreement shall terminate one year after the Effective Date, or may be terminated by either party at any time upon thirty (30) days prior written notice to the other party. Recipient's obligations as to the Confidential Information disclosed hereunder shall continue for three (3) years following the date such Confidential Information was disclosed to Recipient. Notwithstanding the foregoing, Confidential Information that is protectable as a trade secret will remain so as long as it remains qualified for such a designation under applicable law.
6. **Return or Destruction of Confidential Information.** Upon any termination or expiry 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, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, Recipient may retain a copy of 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.

7. **Representations & Warranties.** The Discloser represents and warrants that it may rightfully disclose the Confidential Information to the Recipient without the violation of any contractual, fiduciary, or other obligation. Otherwise, all information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance. Each party further acknowledges that the other may currently or in the future be developing information internally, or receiving information from other persons, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that a party hereto will not develop or have developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Confidential Information, provided that neither party violates any of its obligations under this Agreement in connection with such development.
8. **Equitable Relief.** Each party acknowledges that any breach or threatened breach of this Agreement may cause irreparable injury for which monetary damages would be inadequate; accordingly, the disclosing party shall be entitled to seek injunctive relief, without the necessity of proving actual damages or posting bond, in addition to any other rights or remedies available at law or in equity.
9. **Export Controls.** Confidential Information may be subject to export control and sanctions laws and regulations ("Trade Controls"). Each party will comply with applicable Trade Controls, will not export, re-export, or transfer any Confidential Information in violation of them, and represents that it is neither the subject of, nor listed on any restricted-party list under, applicable Trade Controls.
10. **Governing Law; Attorneys' Fees.** Governing law and court jurisdiction for this Agreement and applicable in any dispute or lawsuit between the parties shall be determined according to the table below, based on where the Counterparty is incorporated, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction:

Counterparty Incorporation Location	Governing Law and Jurisdiction
Anywhere except Europe, UK or the Middle East, or Asia Pacific	Delaware
Europe (non-UK)	Netherlands
UK or the Middle East	England & Wales
Asia Pacific	Singapore

11. 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. **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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorised representatives as of the day and year first above written.

Everbridge:

(Counterparty):

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____