

CS12-262

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CONTRACT MANAGEMENT

(Contract Management Use only)

# CONTRACT APPROVAL FORM

2013 AUG 16 PM 2: 29

CONTRACT TRACKING NO.

CM2018

## CONTRACTOR INFORMATION

Name: Danny Hinson, EM Director Everbridge  
 Address: 500 North Brand Blvd Sk 1000 Glendale CA 91203  
~~77150 Citizens Circle, Yulee FL, 32097 (Emergency Operations Center)~~  
 City State Zip  
 Contractor's Administrator Name: Lesley Turner, Everbridge Title: Account Executive  
 Tel#: 818-230-9539 Fax: 818-484-2299 Email: Lesley.turner@everbridge.com

## CONTRACT INFORMATION

Contract Name: Everbridge, Inc. Core Service Contract Value: \$17,370.00 (10 mos)

Brief Description: Nassau County is in need of an alert notification solution now that the grant has ended with the previous vendor. In addition, since using the previous vendor there have been many enhancements to alert notification systems. Options once not affordable now are reasonable. Automatic weather warning, conference calling inside the county staff all are now parts of most every alert notification system. The actual annual fee is \$20,859.00 however this is a partial year service.

Contract Dates: From: August 22, 2013 to June, 30 2014 Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- Danny Hinson 8/15/13  
Department Head Signature Date
- Charlotte Young 9/4/13  
Contract Management Date
- [Signature] 9/13/13  
County Attorney (approved as to form only) Date
- [Signature] 9-9-13  
Office of Management & Budget Date

01253525 - 546020 EM 14  
Funding Source/Acct #  
 8/13 \$17,370  
 8/13 \$17,370  
 \$17,370

Comments: \_\_\_\_\_

### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 9/16/13  
Ted Selby Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

13 SEP 13 PM 3:02  
13 SEP 16 PM 5:20

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COUNTY MANAGERS  
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13 SEP -5 PM 1:01

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CONTRACT MANAGEMENT  
AUG 16 PM 2:30



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

tel: 888.366.4911  
fax: 818.484.2299

www.everbridge.com

**QUOTATION**

Quote Number: 00007263

**Confidential**

1 of 2

**Prepared for:** Danny Hinson  
Nassau County, FL  
, FL  
(904) 548-4980  
dhinson@nassaucountyfl.com

**Quotation Date:** September 5, 2013  
**Quote Expiration Date:** September 12, 2013  
**Rep:** Lesley Turner  
(818) 230-9539  
lesley.turner@everbridgemail.com

**Contract Summary Information**

**Contract Period:** Other - See Notes  
**Contract Optional Years:** 4 Years

**MN Contacts up to:** 73,314

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

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	\$1.00	\$20,854.00
Annual Subscription Prorated Deduction Amount	One-Time	1	\$0.00	(\$3,484.00)

**PREMIUM FEATURES / USAGE**

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge MN Additional Org	Recurring	1	\$1.00	\$0.00
Smart Weather Alerting (includes 1 location in base weather subscription)	Recurring	1	\$1.00	\$0.00



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2 of 2

**Pricing Summary:**

Year One Fees\*: \$17,370.00

One-time Implementation and Set Up Fees: \$0.00

**Total Year One Fees: \$17,370.00**

Optional Year(s) Ongoing Annual Recurring Fees: \$20,854.00

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of the Everbridge Services Agreement.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

(\*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)


**Supplemental Notes:**

Nassau County FL has requested an initial contract term of 10.5 months which will run from Aug 15 2013 thru June 30 2014 for \$17,370. The annual renewal fee shall be \$ 20,854 for every year after that. With a contract renewal to begin July 1 every year.

**Authorized by Everbridge:**

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

 9/15/13  
 Signature Date

 9/16/13  
 Authorized Signature Date

Marc-Lance Lohse V.P. of Finance  
 Print Name Title

Ted Selby County Manager  
 Print Name Title



Everbridge, Inc.  
Core Platform Service Agreement

This Core Platform Service Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”), and \_\_\_\_\_ (“**Customer**”), effective on the date of Customer’s signature below (“**Effective Date**”). Everbridge and Customer are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**”.

**1. SERVICE.** Everbridge shall provide Customer access to its proprietary interactive communication and mass notification services (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 training and professional services in accordance with the Pricing as set forth in the Quote. Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of persons or communication devices (each a “**Contact**”) purchased by Customer as set forth in the Quote.

**2. PAYMENT TERMS.** Customer shall pay the fees set forth in the Quote (“**Pricing**”). If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at then current rates. Everbridge shall invoice Customer annually in advance. All payments shall be made within forty-five (45) days from receipt 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 that Everbridge may have hereunder. Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Customer is responsible for paying, except for those relating to Everbridge’s income.

**3. CUSTOMER RESPONSIBILITIES.**

**3.1 Users.** Customer shall in its discretion authorize certain of its employees and contractors (“**User(s)**”) to access the Service. Each User must be bound in writing to confidentiality obligations that are no less restrictive than those set forth herein, and that are sufficient to permit Customer to fully perform its obligations under this Agreement. Customer shall undergo the initial setup and training as set forth in the Implementation inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. If Customer fails to complete the Implementation process within the sixty (60) day timeframe, Customer must purchase any additional implementation services. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Service. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

**3.2 Customer Data.** “**Customer Data**” is all electronic data transmitted to Everbridge in connection with the use of the Service. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format specified by Everbridge. Customer shall have sole

responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. By purchasing the Service, Customer represents that it has the right to authorize and hereby does authorize Everbridge and its “**Service Providers**” to collect, store and process Customer Data subject to the terms of this Agreement. “**Service Providers**” shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Service. Customer shall maintain a copy of all Customer Data for its Contacts that it provides to Everbridge. Customer acknowledges that the Service is a passive conduit for the transmission of Customer Data 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 Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Service.

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

**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. In addition, Customer may terminate this Agreement if it does not receive an appropriation of funds; *provided, however*, that there will be no refunds of amounts previously paid.

**5.2 Termination by Everbridge.** If Customer 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. Termination for non-payment shall not relieve Customer of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends the Service, Customer’s account shall not be reactivated until Customer is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of \$1,000

**5.3 Suspension.** Everbridge may suspend, with or without notice, the Service or any portion for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any violation by Customer of Section 3.2 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 reactive any affected portion of the Service as soon as possible.

## 6. PROPRIETARY RIGHTS.

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

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

**6.3 Reservation of Rights.** Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Service, the Software or any other proprietary technology, material or information made available to Customer through the Service or otherwise in connection with this Agreement (collectively, the "**Everbridge Technology**"), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights ("**IP Rights**") therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance and 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 or in writing, 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, any personally identifiable Customer 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, unless (but only to the extent) otherwise required by a governmental authority. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be Everbridge's Confidential Information.

## 8. WARRANTIES; DISCLAIMER.

**8.1 Everbridge Warranty.** Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent the Quote provides for any professional services, 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.** THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY 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 Customer Representations and Warranties.** Customer represents and warrants that during use of the Service, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, "**First Responders**"). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Service does not serve as a substitute for Customer's own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Service. Customer represents and warrants that all communications utilizing the Service shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (x) Customer's own policies regarding privacy and protection of personal information; and (y) all applicable laws and

regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

## 9. INDEMNIFICATION.

**9.1 By Customer.** Customer shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any claim, suit or proceeding ("**Claim**") arising out of Customer's breach of the tax provisions in Section 2 and any breach by Customer of Sections 3, 6 or 8.3.

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

**10. LIMITATION OF LIABILITY.** Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, 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 actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms.

## 11. MISCELLANEOUS.

**11.1 Non-Solicitation.** As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer 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. In the event that Customer hires any such employee (whether as an employee, consultant or otherwise) in violation of this section, Customer shall pay to Everbridge an amount equal to 100% of the total first-year compensation which Customer pays such individual as a fee, salary, or other compensation.

**11.2 Force Majeure; Limitations.** Everbridge shall not

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

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

**11.4 Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

**11.5 Governing Law; Attorney's Fees.** This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

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

**11.7 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**11.8 Entire Agreement.** 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.

**11.9 Marketing.** Customer consents to Everbridge referencing Customer's name and logo as an Everbridge customer in Everbridge publications, its website and in other marketing materials.

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

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

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

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

**EVERBRIDGE, INC.**

By: [Signature]  
Print Name: Maria-Louise Leglise  
Title: V.P. of Finance  
Date: 9/5/13

Address:  
500 N. Brand Blvd., Suite 1000  
Glendale, CA 91203  
**For legal notice:**  
Attention: Legal Department



**CUSTOMER:** \_\_\_\_\_

By: [Signature]  
Print Name: Ted Selby  
Title: County Manager  
Date: 9/16/13

**Customer's address for legal notices:**  
96135 Nassau Plac  
Suite 6  
Yulee, FL 32097  
Attn: Contract Management

**Customer's address for billing:**  
Nassau County Emergency Mgmt  
77150 Citizens Circle  
Yulee FL 32097  
Attn: Emergency Mgmt Director  
Email for billing: \_\_\_\_\_  
Telephone number: \_\_\_\_\_

## EXHIBIT A

### Additional Business Terms

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

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

**"Electronic Communications"** means electronic communications (including inputting or updating Customer Data in the System) and the sending of messages or notifications to and from Contacts via the System.

**"Priority Notifications"** means Electronic Communications sent by Customer through the Service to multiple Contacts via one or multiple communication paths to advise Contacts of an immediate or expected emergency or life-threatening condition or circumstance, but excluding any Contact responses thereto.

**"Everbridge Units"** means the unit of usage expended in connection with Premium Features.

**"Messaging Minute"** means the unit of usage expended in sending Non-Priority Notifications.

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

**"Non-Priority Notifications"** means Electronic Communications sent by Customer through the Service 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.

1. **Messaging Minutes.** Customers must purchase Messaging Minutes to send Non-Priority Notifications. No Messaging Minutes shall be required to send United States domestic Priority Notifications, push notifications or email messages. Unused Messaging Minutes expire one year from date of purchase or upon termination of this Agreement, whichever occurs first, and are not refundable
2. **Usage.** Messaging Minutes shall be calculated as follows:
  - For text messages, one Message Minute for each 146 characters or portion thereof.
  - For voice messages, one Message Minute per minute or portion of a minute of the voice message.
  - Additional charges may apply for international Priority Notifications and Non-Priority Notifications.
3. **Auditing.** Everbridge may, from time to time, monitor or audit message content to verify the characterization of messages as Priority Notifications. If Customer has not characterized a message appropriately, then Everbridge may recharacterize the message in its sole reasonable judgment, and apply Messaging Minutes for such message in accordance with the foregoing Usage allocations. Customer's intentional mischaracterization of Priority Notifications, or mischaracterization of more than three Priority Notifications in a twelve-month period, shall constitute a material default under this Agreement.
4. **Premium Features; Everbridge Units.** On or before the Effective Date, Customer shall advise Everbridge how many Everbridge Units are to be allocated to each of the Premium Features Customer has ordered, and no change shall be made in such allocation during the first three months of the first Term Year. Thereafter, Customer may change the allocation of Everbridge Units among Premium Features no more than once every three months during a Term Year, or whenever Customer purchases additional Everbridge Units. Unused Everbridge Units expire one year from date of purchase or upon termination of this Agreement, whichever occurs first, and are not refundable.
5. **Data Feeds; Other Data.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, to the extent Customer has purchased a feature that allows Customer to monitor, and utilize information and data from other sources not supplied by Everbridge directly (e.g., Twitter) (collectively "**Other Data**"), Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to any such Other Data.