



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everb

Qu

Prepared for:

[REDACTED]
University of North Texas
Chestnut Ave.
Denton TX 76203-1277
United States
Ph: (940) 369-5640
Fax: (940)565-4466
[REDACTED]

Quote #: Q-27602
Date: 4/15/2019
Expires On: 7/24/2019
Confidential

Salesperson: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]

Contract Summary Information:

Contract Period: 60 Months

Year 1

QTY	DESCRIPTION	PRICE
51,000	Safety Connection Mobile	USD 56,896.37
51,000	Everbridge Community Engagement	USD 5,676.56
10	Additional CE/VE Keywords	USD 10,000.00
1	Everbridge Connector for Alertus	USD 0.00
Year 1 TOTAL:		

Year 2

QTY	DESCRIPTION	PRICE
51,000	Safety Connection Mobile	USD 56,349.37
51,000	Everbridge Community Engagement	USD 5,676.56
10	Additional CE/VE Keywords	USD 10,000.00
1	Everbridge Connector for Alertus	USD 0.00
Year 2 TOTAL:		

Year 3

QTY	DESCRIPTION	PRICE
51,000	Safety Connection Mobile	USD 56,349.37
51,000	Everbridge Community Engagement	USD 5,676.56
10	Additional CE/VE Keywords	USD 10,000.00
1	Everbridge Connector for Alertus	USD 0.00
Year 3 TOTAL:		

Year 4

QTY	DESCRIPTION	PRICE
51,000	Safety Connection Mobile	USD 56,349.37
51,000	Everbridge Community Engagement	USD 5,676.56
10	Additional CE/VE Keywords	USD 10,000.00
1	Everbridge Connector for Alertus	USD 0.00
Year 4 TOTAL:		

Year 5

QTY	DESCRIPTION	PRICE
51,000	Safety Connection Mobile	USD 56,349.37
51,000	Everbridge Community Engagement	USD 5,676.56
10	Additional CE/VE Keywords	USD 10,000.00
1	Everbridge Connector for Alertus	USD 0.00

Pricing Summary:

Year One Fees:	USD 72,572.93
One-time Implementation and Setup Fees:	USD 4,551.71
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 77,124.64

Ongoing Fees:

Year Two Fees:	USD 72,025.93
Year Three Fees:	USD 72,025.93
Year Four Fees:	USD 72,025.93
Year Five Fees:	USD 72,025.93

Terms & Conditions

1. Additional rates apply for all international calls.
2. This Quote and the Service(s) provided are subject to the Master Service Agreement ("Service Agreement") entered between Everbridge and University of North Texas on or around June, 7 2019.
3. By signing this Quote you represent that you read, understand and agree to the terms of the Service Agreement on behalf of the Client to execute the Quote and bind Client to the Service Agreement.
4. Subject to sales taxes where applicable.
5. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes only and are not intended to be legally binding or override the language of the Service Agreement (*Year One Fees are the total of the subscription fees and any one-time fees, i.e., Professional Services.)

Authorized by Everbridge:

6/5/19

To accept this quote, sign, date and return:

Date:

Title:

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



Everbridge, Inc.
Master Services Agreement

This Master Services Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”) and University of North Texas (“**Client**”), effective on the date of Client’s signature below (“**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 section.

2. PAYMENT TERMS. Everbridge shall invoice Client annually in advance for all Solutions and Professional Services, and Client shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. If Client exceeds the usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the

then applicable rate. All Professional Services may be billed up to 12 months from date of purchase. Late payment interest at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is greater. Such interest shall be in addition to any other right of Everbridge. Unless otherwise provided, the fees set forth in the Quote do not include any local, state, federal taxes, levies or duties of any nature, all of which Client shall be responsible for paying, except for those relating to Everbridge property. If Everbridge is legally obligated to pay taxes on behalf of Client for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides an exemption certificate. If Client requires the use of a third party for invoice processing, Client shall bear the cost associated with such third party.

3. RESPONSIBILITIES.

3.1 Client Data. Client shall retain all rights in all Contact data and all electronic data provided to Everbridge to or through the Solutions (“**Client Data**”). Client represents that it has the right to authorize Everbridge to authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall be responsible for all Contact data it provides to Everbridge.

3.2 Use of Solutions. Client is responsible for all Services occurring under Client’s account(s) and shall be subject to applicable Privacy Laws (as defined below) and other applicable laws and regulations in connection with the Services, including its provision of Client Data. Where applicable, Client shall obtain the necessary consent from all Contacts to send communications through the Solutions. Client shall use the Service in accordance with Everbridge’s 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 constitute a breach or violation of this Agreement. Client acknowledges that the Solutions are a passive service and that Everbridge may screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous or otherwise unlawful content in any Client Data, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise processed through 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 remains certified under Privacy Shield or an appropriate regime throughout the term of this Agreement. Client and Everbridge shall enter into a data processing agreement incorporating the Standard Contractual Clauses for the processing of personal data to processors. “**Privacy Laws**” means applicable Privacy Laws in Canada, U.K., and European Union, laws, treaties, regulations, and orders regarding consumer and data protection and privacy implemented by European Union Member States, including Directive 95/46 EC (the “**Directive**”) and, from and after May 25, 2018, applicable data protection laws, including 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

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. 18 (SSAE 18). Upon request, Everbridge shall provide Client with a copy of its current SSAE 18 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, HIPAA-HITECH, and HITRUST.

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 its 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 (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 indicating its election to terminate this Agreement.

5.2 Termination or Suspension for Non-Payment. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement upon thirty (30) days' prior written notice to Client. Termination for non-payment shall not relieve Client of its outstanding obligations (including

payment) under this Agreement. In lieu of term payment, Everbridge may suspend Client's Solutions upon written notice to Client.

5.3 Suspension. Everbridge may suspend access to the Solutions or any portion thereof in the event of network repairs, threats to, or actual breach of network security, or (ii) any legal, regulatory, or governmental prohibition of the Solution. Everbridge shall use its best efforts to reactivate any affected portion of the Solution through its Client Portal and/or via email prior to the end of the 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 conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-transferable, non-sublicensable right to use the Solution.

6.2 Restrictions. Client shall use the Solution solely for its internal business purposes. In particular, Client shall not include service bureau or subcontractors in the Solution; (ii) rent, lease, license, sublicense, sell, transfer, assign, distribute or otherwise make the Solution available to any third party; (iii) modify or make the Solution available to any third party; (iv) reverse engineer, decompile, disassemble or make the Solution available to any third party; (v) remove, obscure or alter any proprietary notice or any materials made available by Everbridge; (vi) post, transmit or introduce any device, software or code (including viruses, worms or other harmful code) or attempts to interfere with the operation of the Solution; (vii) defeat or attempt to defeat any security measures of the Solution.

6.3 Reservation of Rights. The Solution includes associated computer software (whether in source code, or other form), databases, indexing, search methods and routines, HTML, active server pages and similar materials) and all intellectual property rights therein (collectively, "**IP Rights**"). All IP Rights conceived by Everbridge alone or in conjunction with Client constitute Confidential Information and the value thereof is proprietary material, and trade secrets. All IP Rights are its licensors and are protected by applicable laws of the United States and other countries. Everbridge reserves the right to use and provide the Solution to all feedback (except for the Client Data) provided by Client, Users, Client and Contacts in conjunction with the Solution; (ii) all transactional, performance, derivative data generated in connection with the Solutions, will be used to improve the functionality and performance of the Solution. Except for the rights expressly granted to Client, all rights in and to the Solutions and all of the fruits thereof (including the rights to any work product, Professional Services and to any modifications, configuration or derivative work of the Solution) remain solely owned by Everbridge and its resellers. Everbridge may use and provide Solutions to others that are similar to those provided hereunder, and Everbridge may use in any way any knowledge, skills, experience, ideas, concepts or techniques used or gained in the provision of Professional Services to Client, provided that, Client Data or Client Confidential Information is

7. CONFIDENTIAL INFORMATION.

7.1 Definition. "**Confidential Inform**

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 and Support Services.

a. **General Warranty and Support Services.** 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.

b. **Visual Command Center Warranty and Support Services.** For the sale of Visual Command Center ("VCC") only and notwithstanding anything in this Section 8.1 to the contrary, Everbridge shall maintain a hosted VCC service uptime of at least 99% in a calendar month. Periods in which scheduled maintenance occurs or in which data feed availability, performance (speed of response), and general Internet issues occur shall not be used for purposes of calculating downtime. Everbridge shall provide customer support in accordance with its current software

support services policy |
<https://www.everbridge.com/vcc-support-policy/>.

8.3 Disclaimer. THE FOREGOING R ONLY WARRANTIES MADE BY EVERBRIDGE AND EVERBRIDGE EXPRESSLY DISCLAIM WARRANTIES OF ANY KIND, WHETHER EXP STATUTORY, OR OTHERWISE, WAF MERCHANTABILITY OR FITNESS FOR / PURPOSE, TO THE MAXIMUM EXTENT I APPLICABLE LAW. EVERBRIDGE DOES NOT I THE SOLUTION WILL OPERATE ERROR FRE INTERRUPTION. WITHOUT LIMITING THE FOI EVENT SHALL EVERBRIDGE HAVE ANY PERSONAL INJURY (INCLUDING DEATH) DAMAGE ARISING FROM FAILURE OF THE DELIVER AN ELECTRONIC COMMUNICATI CAUSED AND UNDER ANY THEORY OF LIA EVERBRIDGE HAS BEEN ADVISED OF THE SUCH DAMAGE.

8.4 SMS Transmission. CLIENT A THAT THE USE OF SHORT MESSAGING SE ALSO KNOWN AS TEXT MESSAGING, AS SENDING MESSAGES INVOLVES A REAS POSSIBILITY FROM TIME TO TIME UNDELIVERED, OR INCOMPLETE MESSAGE! PROCESS OF TRANSMITTING SMS MESS UNRELIABLE AND INCLUDE MULTIPLE THIRI PARTICIPATE IN THE TRANSMISSION PROCI MOBILE NETWORK OPERATORS AND TRANSMISSION COMPANIES. ACCORDINGL RECOMMENDS THAT SMS MESSAGING NC THE SOLE MEANS OF COMMUNICATION IN / SITUATION.

9. INDEMNIFICATION.

9.1 By Client. To the extent auth Constitution and the laws of the State of Texas, C indemnify and hold Everbridge harmless ag; damage (including reasonable attorneys' fi connection with any third party claim, suit or pro arising out of any data sent, posted or otherwi: the Solution by Client or Contacts, or any br Sections 3 or 6.

9.2 By Everbridge. Everbridge shall and hold Client harmless from and against a Client alleging that the Solution as provided he an issued patent or other IP Right. If (x) any asp is found or, in Everbridge's reasonable opinion is to infringe upon the IP Right of a third party or use of the Solution is enjoined, then Everbridge at its own cost and expense at its option: (i) ok right to continue using the Solution; (ii) modify : Solution so that it is non-infringing; or (iii) repla the Solution with a non-infringing functional equ commercially reasonable efforts, Everbridge di faith that options (i) - (iii) are not feasible, Everl the infringing items from the Solution and refund rata basis any prepaid unused fees paid fe element. The remedies set forth in this Sectic exclusive remedy for Claims for infringemen Everbridge shall have no obligation or liabil pursuant to this Section to the extent aris combinations, operation, or use of the Solution s Agreement with any product, device, or softwa

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 Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

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

11. INSURANCE. Everbridge will maintain during the term of this Agreement the following coverages: (i) General Liability insurance, with liability limits of at least \$5,000,000; (ii) Professional Liability coverage with limits of at least \$5,000,000; 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 section.

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, labor 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 a court or other authority of competent jurisdiction to be unenforceable, that provision shall, to the extent deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible 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 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 to the business of the assigning Party resulting from a reorganization, or sale of all or substantially all assets. Notwithstanding the above, neither Party shall be bound by this Agreement to any third party which is a competitor of the Party.

12.5 Notices. Legal notices (e.g., notices of 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 U.S. certified mail. Legal notices shall be deemed to have been given if under (c), three (3) business days after being mailed. Either party may change its address by giving written notice to the other party pursuant to this Section, identifying the effective date of such change. In addition to providing all other notices to Client's billing contact, Everbridge shall provide such notices to the Registration Form or, with respect to availability of the Solutions, to the Everbridge Client Portal.

12.6 Marketing. Client consents to Everbridge using Client's name as an Everbridge Client in Everbridge's marketing materials, and other marketing materials.

12.7 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired pursuant to this Agreement or any product utilized to any country for which the U.S. Government requires an export license or other governmental approval without first obtaining approval. Client shall not permit Users to send Contact in a U.S. embargoed country or in violation of any export law or regulation.

12.8 General. This Agreement, including any Quote, constitutes the entire agreement between the Parties, oral or written, with respect to the matter hereof, including any confidentiality obligations. This Agreement shall not be modified or amended except by a written agreement signed by both Parties. ANY NEW TERMS INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT WITHOUT EVERBRIDGE'S ACKNOWLEDGEMENT OF SUCH DOCUMENT OR ACCEPTANCE OF IT. THIS AGREEMENT SHALL CONSTITUTE AGREEMENT TO ANYTHING OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. No third party beneficiaries to this Agreement. Any condition that, by its express terms or natural construction, is intended to survive the termination or expiration of this Agreement shall survive any such termination or expiration. This Agreement, and any other document referencing this Agreement may be executed in one or more copies, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to execute its digital or electronic signature, whether tr

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.

[signature page follows]

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

EVERBRIDGE, INC.



Date: May 5, 2019

Address:
25 Corporate Drive
Burlington, Massachusetts 01803

For legal notice:
Attention: Legal Department

CLIENT: University of North Texas



Client's Address:



Address for Legal Notice:
1112 Dallas Dr., Ste. 4000
Denton, TX 76205

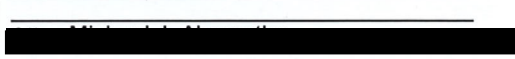


EXHIBIT A
Additional Business Terms

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

If Client Is Ordering Nixle® Branded Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative communications Client sends through the Solutions for public facing communications to citizens, other contacts and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

If Client Is Ordering Everbridge Branded Products:

1. **Types of Notifications.** "**Emergency Notifications**" are communications sent by Client through the Solution to Contacts via one or multiple communication paths to advise Contacts of an immediate or expected emergency threatening condition or critical circumstance, but excluding any Contact responses thereto. Emergency Notifications also include a reasonable number of test messages sent on a periodic basis during an annual period. "**Non-Emergency Notifications**" are communications sent by Client through the Solution to multiple Contacts via one or more communication paths which are not characterized as Emergency Notifications, and any Contact responses to such communications or to any Emergency Notifications.
2. **Messaging Minutes.** For the Mass Notification Solution, unless Client has purchased "Unlimited Use" minutes, Client must purchase units of usage ("**Messaging Minutes**") to send Non-Emergency Notifications. No Client must be required to send domestic Emergency Notifications, push notifications or email messages. The duration of use 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. If Client has purchased "Unlimited Use" as identified on the applicable Quote, such unlimited use does not include conference minutes, or usage, which must be purchased separately.
3. **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.
 - For conference minutes, one Message Minute per minute or portion of a minute of the voice call or meeting.
 - Additional charges may apply for international notifications.
4. **Emergency Notification Review.** For Clients purchasing the Mass Notification Solution, Everbridge may, where laws permit, review message content to verify that messages have been appropriately characterized as Emergency Notifications. If Client has not characterized a message appropriately, then Everbridge may recharacterize in its reasonable judgment, and apply Messaging Minutes in accordance with the above Usage allocation. Intentional mischaracterization of Emergency Notifications, or mischaracterization of more than three Emergency Notifications in a twelve-month period, shall constitute a material default under this Agreement.
5. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased 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 Feeds shall be to terminate the Data Feed with no further payments due. "**Data Feed**" means data content licensed by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather information and warnings, 911 data, third party maps, and situational intelligence). Client further agrees that the Data Feed Terms and Conditions found at <https://www.everbridge.com/wp-content/uploads/2017/01/A1-A2-and-A3.pdf>.
6. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Solution, Client shall designate as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such Users 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 have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incident notifications, as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided

of incident templates purchased pursuant to the Quote. "**Incident Administrator**" means an individual who by Client as an organizational administrator for the Incident Management or IT Alerting Solution. "**Incider**" means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting :

7. **Secure Messaging.** For Clients purchasing peer to peer secure messaging solutions ("**Secure Messaging**") shall comply with all applicable privacy laws, including the Health Insurance Portability and Accountability ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), the Gramm Leach Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. Any Business Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-urgent messages between users as a convenience to facilitate communications and are not intended for or suitable for situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided by the services could lead to death, personal injury or property damage.

Non-Critical Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expects to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the Telephone Consumer Protection Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law**"). Client shall ensure that these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages violate these Consumer Protection Laws. To the extent authorized under applicable law, Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that all advertising or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association at <http://mmaglobal.com/policies/code-of-conduct>.

EXHIBIT B
GDPR Requirements

The following terms are incorporated by reference into the Agreement as applicable to the extent that any Data is subject to the requirements of the GDPR.

1. **Confidentiality of Processing.** Everbridge shall ensure that any person that it authorizes to process Data (including Everbridge's staff, agents and subcontractors) (an "**Authorized Person**") shall be subject to a duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to disclose the Client Data who is not under such a duty of confidentiality. Everbridge shall ensure that all Authorized Persons process the Client Data only as necessary for the purposes permitted under the Agreement.
2. **Security.** Everbridge shall implement appropriate technical and organizational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to (a "**Security Incident**"). Such measures shall have regard to the state of the art, the costs of implementation, the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity of the occurrence of such incidents and the rights and freedoms of natural persons. Such measures shall include, as appropriate:
 - (a) the pseudonymization and encryption of personal data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing 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 Customer, except as set forth in this Section 3. Customer consents to the appointment of engaging third party subprocessors to process the Client Data provided that: (i) Everbridge provides (30) days' prior notice of the addition or removal of any subprocessor (including details of the processing to be performed 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-Final.pdf>; (ii) Everbridge imposes data protection terms on any subprocessor it appoints that protect the Data to the same standard provided for by these terms; and (iii) Everbridge remains fully liable for any breach of the Data that is caused by an act, error or omission of its subprocessor. If Client refuses to consent to the appointment of a third party subprocessor on reasonable grounds relating to the protection of the Client Data, either Everbridge will not appoint the subprocessor or Client may elect to suspend or terminate the appointment without penalty.
4. **Cooperation and Data Subjects' Rights.** Everbridge shall provide all reasonable and timely assistance (at Client's expense) to enable Client to respond to: (i) any request from a data subject to exercise any rights under applicable Privacy Laws (including its rights of access, correction, objection, erasure and data portability); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or third party in connection with the processing of the Client Data. If any such request, correspondence or complaint is made directly to Everbridge, Everbridge shall promptly inform Client providing full details of the request, correspondence or complaint.
5. **Data Protection Impact Assessment.** If Everbridge believes or becomes aware that its processing of the 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 may be required 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 delay and shall provide all such timely information and cooperation as Client may reasonably require to enable Client to fulfil its data breach reporting obligations under (and in accordance with the timescales set forth in) applicable Privacy Laws. Everbridge shall further take all such measures and actions as are necessary to prevent or mitigate the effects of the Security Incident for which Everbridge is responsible and shall keep Client informed of all developments in connection with the Security Incident.
7. **Audit.** Client acknowledges that Everbridge is regularly audited against SSAE 18 SOC 2 standards by 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 regulator in connection with a Security Incident involving Client Data, Everbridge shall permit Client (or its appointed third party auditor) 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

auditors) to conduct such audit. Everbridge acknowledges that Client (or its third party auditors) n premises for the purposes of conducting such audit, provided that Client gives Everbridge reasonable of its intention to audit, conducts its audit during normal business hours, and takes all reasonable prevent unnecessary disruption to Everbridge's operations.

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

EXHIBIT C

UNT Terms

The following terms are incorporated by reference into the Agreement. In the event of a conflict between terms of the main body of the Agreement and the terms in this Exhibit C, the terms of this Exhibit C s

1. Provision of Services. Everbridge shall provide all necessary personnel, equipment, supplies, and facilities in the performance of the Services. Everbridge shall perform the Services with a standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of similar services.

2. Term. The Initial Term of this Agreement shall begin upon signature by both parties and shall continue for five (5) years, with one (1) option to extend for an additional one (1) year increment.

3. Payment of Compensation. University shall pay the Compensation to Everbridge in accordance with the payment terms set forth in Section 2 above, provided that, if no payment terms are specifically set forth, payment shall be made in accordance with Chapter 2251 of the Texas Government Code. Everbridge must remain financially sound, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for the period of performance. Invoices and any required supporting documents must be presented to:

University of North Texas System
Business Service Center - Payment Services
1112 Dallas Drive, Suite 4000
Denton, TX 76205

4. No Assignment or Delegation. Subject to Section 12.4, this Agreement, and the obligations set forth herein, are for personal services and may not be assigned or delegated by either party without the express written consent of the other party.

5. Property Rights. University shall, at all times, retain ownership in and the rights to any works, research data, reports, designs, recordings, graphical representations, or works of similar nature that are produced in connection with this Agreement or the Services. Everbridge agrees that such works are "works for hire" and assigns all of Everbridge's right, title, and interest to University.

6. FERPA. If Everbridge has access to students' educational records, Everbridge shall ensure that its employees' access to the records to those persons for whom access is essential to the performance of the Services. Everbridge shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

7. Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Everbridge shall make public information available to University in an electronic format.

8. Required Posting of Contracts on Website. Everbridge acknowledges and agrees that it is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions that are otherwise marked confidential and/or proprietary.

9. Relationship of Parties. Everbridge shall, at all times, act as an independent contractor and not as a partner, employee, or agent of University. Everbridge shall not act or hold himself out to third parties as a partner, employee, or agent of University in the provision of the Services. University shall not have such control over the manner in which the Services are provided as would jeopardize the status of Everbridge as an independent contractor. University will not withhold federal or state income tax or Social Security taxes from the payments to Everbridge. In addition, Everbridge shall have no claim under this Agreement or otherwise against University for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, or employee benefits of any kind. Everbridge shall have the exclusive responsibility for the

all such taxes and arrangements for insurance coverage and shall discharge such responsibility fully. If the Internal Revenue Service or any other governmental agency should question or challenge the ir Everbridge status of Everbridge, the parties hereto mutually agree that both Everbridge and University the right to participate in any discussion or negotiation occurring with such agency or agencies, rega whom such discussion or negotiation is initiated.

10. Non-Waiver. No failure by either party to insist upon the strict performance of an agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agre term of this Agreement shall continue in full force and effect with respect to any other existing or breach.

11. Breach of Contract Claims Against University. University is required by law to provide Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contract goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then tl dispute resolution process must be used by Everbridge to attempt to resolve all of its disputes arisin Agreement.

12. Governing Law and Venue. This Agreement shall be construed and enforced u accordance with the laws of the State of Texas, and venue for any suit filed against University shall b the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

13. Incorporation and Entire Agreement. This Agreement incorporates the usual anc University purchase order and the terms, conditions, and notices contained therein are included h purposes. The parties expressly acknowledge that, in entering into and executing this Agreement, the solely upon the representations and agreements contained in this Agreement and no others.

SCOPE OF SERVICES

Everbridge shall provide the following Services:

Specifications/Deliverables

The solution must provide the ability to perform the following:

- A. Send real-time alerts via a variety of methods, including by phone, email, SMS text a depending on the needs of the situation; and
- B. Activate real-time alerts remotely via mobile application; and
- C. Select a geographic area on a map and send alerts to contacts located within the se and
- D. Sign up for alerts by texting a keyword for specific events with automatic expiration;
- E. Provide a customer portal with full administrative control over initiated announcemen alerts to scripted messages and user contact data and access to subsets of data for coordination and message distribution; and
- F. Receive, query and archive delivery status; and
- G. Subject to Client assistance, import users and contact data directly from the UNT Er Information Systems Database (PeopleSoft / Oracle); and
- H. Subject to (i) this agreement being executed on or before 7 June 2019; and (ii) UNT Everbridge with all required support, assistance, data and information, Product to be and fully functional on or before July 31, 2019
- I. Access to the Everbridge platform with message sending capabilities and the ability users and contact will be available within 72 hours of an executed agreement and cr final paperwork.
- J. Solution must connect to Alertus.

Service Requirements

Everbridge will meet the service level requirements in accordance with Exhibit D.

Everbridge will establish a provision for termination for failure to meet service level requirements consecutive quarters.

Pricing

The University will be purchasing the Critical Event Management and Unified Communication from Everbridge.

This system will include 10 extra keywords at an additional charge, 5 keywords are included in product Community Engagement. The University System is also purchasing Safety Connection and a connector to Alertus.

The cost for year one, including a one-time implementation fee, Safety Connection Mobile, Community Engagement, 10 extra Keywords, and one connector to Alertus will be \$77,124.64. The cost two through five will be \$72,025.93 per year. The five-year investment will be \$365,228.36. Training and professional services can be purchased at any time.

Pricing Summary

QTY	DESCRIPTION	PRICE
51,000	Safety Connection Mobile	\$56,896.37
51,000	Everbridge Community Engagement	\$5,676.56
10	Additional CE/VE Keywords	\$10,000.00
1	Everbridge Connector for Alertus	
1	One-time Implementation and Setup Fees:	\$4,551.71
Year 1 TOTAL:		\$77,124.64

Pricing Summary for Years Two to Five

Year Two Fees:	\$72,025.93
Year Three Fees:	\$72,025.93
Year Four Fees:	\$72,025.93
Year Five Fees:	\$72,025.93

Pricing Over Five Years

Five Year Investment	\$365,228.36
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EXHIBIT D

Everbridge SLA

1. Everbridge Suite Service Level Agreement

Overview

This Service Level Agreement ("SLA") is applicable only to the provision of modules of Everbridge consisting of Mass Notification, Safety Connection, Incident Communications, and IT Alerting (for of this SLA, the "Services") that have been purchased by Client. Everbridge reserves the right to update this SLA from time to time, except that such changes shall not reduce the targets set for To the extent that there is any conflict between the terms of this SLA and the Agreement, the Agreement shall prevail.

2. Availability Target

Everbridge shall use commercially reasonable best efforts to achieve Availability of 99.99% or each calendar quarter, with such quarters beginning as of 12:00 a.m. Pacific Standard Time on the of a given calendar quarter and ending at 11:59:59 p.m. Pacific Standard Time on the last day calendar quarter.

"Availability" shall mean the ability to access the Services and send a notification to one or more methods per recipient.

3. Performance Target

During a 60-minute period, Everbridge shall send a minimum number of messages to the first method for all Client notifications, using the standard configuration, per the table below. Messages include third party network delivery.

Delivery Method	Standard Message Configuration	Minimum Number of Messages in 60 Minutes
Everbridge smartphone application	500 characters	600,000
Voice	30 seconds	300,000
SMS	500 characters	600,000
Email	500 characters	600,000

Minimum numbers above do not apply when Client uses the delivery throttling feature or interval delivery methods.

4. Scheduled Maintenance

"Scheduled Maintenance" means maintenance scheduled in advance to implement updates and/or system maintenance. In general, the timing of Scheduled Maintenance will be posted at least business days prior to the Scheduled Maintenance window. If Scheduled Maintenance is expected to interrupt Availability, then a Scheduled Maintenance service advisory will be posted to the Support Center website.

5. Confidentiality

Client acknowledges and agrees that this SLA and any information shared pertaining to this constitute the Confidential Information of Everbridge. Client's unauthorized disclosure of Confidential Information shall constitute a material breach of the Agreement. In the event of such breach, Everbridge may exercise any rights provided in the Agreement or otherwise allowed by law.

confidentiality obligations with respect to the SLA shall survive termination of the Agreement.

6. Reporting

Service level metrics will be provided quarterly upon request. Requests must be made in writing to Account Manager within fifteen (15) business days after the end of the applicable calendar quarter

7. Everbridge Testing Methodology

For the purpose of establishing and measuring Availability, Everbridge regularly executes accessibility tests and measures success as an average percentage of uptime each quarter. The test utilizes an independent third-party solution to monitor the availability of Services from around the world. Availability is measured from multiple geographically distributed locations at multiple times per hour for all Services.

The Availability and Performance percentage is calculated by subtracting from 100% the percentage of Services determined not to be available or not performing in accordance with the target during each calendar quarter. The quarterly Availability percentage shall be calculated only on the basis of whole calendar quarters.

8. SLA Exclusions

The targets set forth in this SLA do not apply in the event of disruptions caused by any (i) suspension of Services in accordance with the Agreement; (ii) factors outside of Everbridge's reasonable control, including force majeure event(s), or Internet access or related problems beyond the demarcation point of Everbridge; (iii) actions or inactions of the Client or any third party, or (iv) Scheduled Maintenance.