



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-26

For the meeting of: June 6, 2017

Date: April 10, 2017
To: Board of Supervisors
From: William F. Honsal, Sheriff
Subject: Master Services Agreement with Everbridge for County-Wide Emergency Mass Notification Services

RECOMMENDATION(S):

That the Board of Supervisors:

- 1. Approve a thirty-nine month Master Services Agreement with Everbridge, Inc. for county-wide emergency mass notification services; and
2. Authorize the Chair of the Board of Supervisors to sign the Master Services Agreement and any extensions, modifications or amendments for the duration of the three-year performance period, beginning April 1, 2017 and ending June 30, 2020.

SOURCE OF FUNDING:

Emergency Management Performance Grant and General Fund

Prepared by Norma S. Lorenzo, Deputy Director Sheriff Admin
CAO Approval [Signature]
REVIEW: Auditor County Counsel NAD Human Resources Other

TYPE OF ITEM:
[X] Consent
Departmental
Public Hearing
Other

PREVIOUS ACTION/REFERRAL:
Board Order No.
Meeting of:

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Fennell
Seconded by Supervisor Wilson
Ayes Fennell, Sundberg, Bohn, Wilson
Nays
Abstain
Absent Bass
And carried by those members present, the Board hereby approves the recommended action contained in this report.
Dated: June 6, 2017
By: Kathy Hayes, Clerk of the Board

DISCUSSION:

The Humboldt County Sheriff's Office of Emergency Services (OES) is responsible for disaster preparedness and response and Homeland Security coordination within the county and the Humboldt Operational Area. Creation of the Homeland Security Department at the federal and state levels has affected California Office of Emergency Services and given local government new responsibilities, along with a new stream of funding.

A robust mass notification system is a critical resource for rapidly disseminating emergency information to the public via phone and email. The county's existing mass notification system, VESTA Alert, has not performed well during the first two years of service. Primary issues include a high failure rate when emergency messaging is sent out, difficult registration interface, little flexibility with public registration options, a challenging user interface, inability to pre-load messaging and regions such as tsunami zones, and a lack of features that are standard among competitors. These deficiencies can pose a hazard to the public when messaging is not received, or when only some messages related to the same event or incident are received. The contract term was five years, and the vendor has agreed to terminate services after three years due to the reported performance issues. The existing system is not commonly used by other counties or response jurisdictions, despite the low cost of approximately \$12,000 annually. As a cost-saving measure, it's ineffective due to the poor performance and lack of standard features.

Sheriff's OES reviewed several options for replacement mass notification systems and determined that Everbridge offers significantly more options than competitors. In addition to giving the public the ability to register additional information, like multiple associated addresses, prioritized methods of contact, Everbridge allows for two-way communication between the Sheriff's OES and message recipients. Users can voluntarily register disabilities, medical issues that may require specialized evacuation assistance, and other access and functional needs. When the Sheriff's Office sends out an evacuation order, individuals who may need assistance can also respond with that information. These features satisfy part of the Americans with Disabilities Act settlement between Humboldt County and the Department of Justice requiring equal access to emergency information and services. The county does not currently have the ability to maintain a voluntary registry of individuals with access and functional needs, as suggested in the federal decree, and compiling this information for general use during emergency response without the consent of the parties would violate privacy laws. Everbridge offers a number of other options not available with other systems, and has a good reputation among existing customers.

FINANCIAL IMPACT:

The annual fees for the mass notification system total \$34,000 and include a negotiated discount of \$9,651. Fifty percent of the cost of the Everbridge mass notification system will be provided by the Emergency Management Performance Grant (EMPG) in budget unit 274. Expenses for the period April 1, 2017 through June 30, 2017 equal \$9,900; \$4,950 will be charged to EMPG budget unit 274 and \$4,950 will be charged to Sheriff's Operations budget unit 221. Subsequent renewals will correspond with the county's fiscal year for the duration of the agreement.

One-half of the annual fees beginning July 1, 2017 will be paid by EMPG, with the remaining \$17,000 provided by the Sheriff's Operations budget. The service agreement includes a 39-month term beginning April 1, 2017 and expiring June 30, 2020, with an option to renew for two additional years.

Acceptance of the Everbridge, Inc. mass notification system meets the Board of Supervisors Strategic Framework Plan goals of creating opportunities for improved safety and health, and protecting vulnerable populations.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could deny the request to approve the mass notification system request, however, this is not recommended as the current non-functioning notification system seriously jeopardizes public safety.

ATTACHMENTS:

Attachment 1 Everbridge, Inc. Master Services Agreement

Attachment 1

Everbridge, Inc. Master Services Agreement

**MASTER SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT AND EVERBRIDGE, INC.**

This Master Services Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”) and the County of Humboldt, a political subdivision of the State of California (“**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**”). 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 an Included Department. “**Included Department**” means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Client. “**Contacts**” are individuals who Client contacts through the Solutions and/or who provides 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 Affiliated Entities. Departments, divisions, agencies or governmental entities which are affiliated politically, operationally or otherwise with Client, and which are not an Included Department (each, an “**Affiliated Entity**”) may purchase Services to the same extent as Client, provided, that the Affiliated Entity purchases the Services on the same terms and conditions as are contained in this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliated Entity. Client and the Affiliated Entity shall maintain separate accounts with Everbridge. Solely as to the Agreement between Everbridge and such Affiliated Entity, all terms and references to “**Client**” shall refer to such Affiliated Entity upon execution of an applicable Quote. By executing a Quote each Affiliated Entity agrees to be bound by all the terms and conditions herein as to such Affiliated Entity. An entity that otherwise qualifies under this definition will be included within the meaning of Affiliated Entity even though it qualifies after the execution of this Agreement.

2. PAYMENT TERMS. Everbridge shall invoice Client annually for all Solutions and Professional Services, and Client shall pay the fees set forth in the attached Quote (Exhibit C) within forty-five (45) days from date of invoice. The fee for the initial three month term of service shall be \$9,900.00. Each successive 12 month term, including the optional two year renewal terms specified in paragraph 4 below, shall be billed at \$34,000.00 subject to the terms and conditions herein. The maximum amount payable under this Agreement is \$145,900.00,

not including fees for late payments. 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 must be used within 12 months from date of purchase. Late payments shall accrue interest 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 of Everbridge. Unless otherwise provided, the fees set forth in the Quote do not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge's net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

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

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

3.3 Data Privacy. Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. "**Privacy Laws**" means all U.S. federal and state laws and regulations regarding consumer and data protection and privacy.

3.4 Data Security. Everbridge's IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) an annual assessment of its security controls performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 16 (SSAE 16). Upon request, Everbridge shall provide Client with a copy of its current SSAE 16 SOC 2 report. Everbridge's security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST.

4. TERM. The term of this Agreement shall begin on the date this Agreement is executed by Client and shall end on June 30, 2017, unless terminated earlier as provided herein. The Agreement shall be automatically renewed, for two twelve month increments (July 1, 2017 through June 30, 2018 and July 1, 2018 through June 30, 2019). Thereafter, the Agreement may be renewed annually for an additional two

twelve month terms (July 1, 2019 through June 30, 2020 and July 1, 2020 through June 30, 2021) as provided herein. Client shall notify Everbridge of its intent to renew the Agreement at the end of the automatic renewal period (June 30, 2019), Client shall notify Everbridge in writing (including email) no later than April 30, 2019. If Client intends to renew, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the "Grace Period") in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the "Monthly Holdover Fee"). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to ensure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal. 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 termination for non-payment, Everbridge may suspend Client's access to the Solutions upon written notice to Client.

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

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

6.2 Restrictions. Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or

introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

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

7. CONFIDENTIAL INFORMATION.

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

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

7.3 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

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

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

8.3 SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

9. INDEMNIFICATION.

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

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not

feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

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

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.

10. INSURANCE. Everbridge shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

10.1 Workers' Compensation insurance. To the extent required by law during the term of this Agreement, Everbridge shall provide workers' compensation insurance for the performance of any of Everbridge's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide Client with certification of all such coverages upon request by Client's Risk Manager.

10.2 Liability insurance. Everbridge shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A-:VII or better, or equivalent self-insurance:

10.3. General Liability. Commercial general liability CGL insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Everbridge or any officer, agent, or employee of Everbridge under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

10.4 Certificates of Coverage. All insurance coverages referenced in (b), above, shall be evidenced by one or more certificates of coverage, which shall be filed by Everbridge with Client prior to commencement of performance of any of Everbridge's duties.

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, 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.

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, 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.

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 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.

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

11.5 Governing Law; Attorney's Fees. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395. 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.

11.6 Notices. Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

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

11.7 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

11.8 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. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

11.9 U.S. Government End-Users. The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

11.10 General. This Agreement, including its Exhibits and any attached Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

11.12 Humboldt County Nuclear Free Ordinance. Everbridge certifies by its signature below that Everbridge is not a Nuclear Weapons Contractor, in that Everbridge is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Everbridge agrees to notify Client immediately if it becomes a Nuclear Weapons Contractor as defined above. Client may immediately terminate this Agreement if it determines that the foregoing certification is false or if Everbridge becomes a Nuclear Weapons Contractor.

11.13 Independent Contractor. It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that Everbridge shall not be entitled to any benefits to which Client employees are entitled, including but not limited to overtime, retirement benefits, worker's compensation and injury leave or other leave benefits.

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

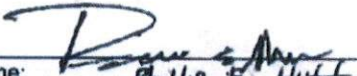


<p>EVERBRIDGE, INC.</p> <p>By:  Print Name: <u>Phillip E. Huff</u> Title: <u>Vice President & Controller</u> Date: <u>5/25/2017</u></p> <p>Address: 25 Corporate Drive Burlington, Massachusetts 01803</p> <p>For legal notice: Attention: Legal Department</p> <p> everbridge LEGAL APPROVED <small>By Sara Shah at 1:19 pm, May 18, 2017</small></p>	<p>CLIENT: <u>County of Humboldt</u></p> <p>By:  Print Name: <u>Ryan Sundberg</u> Title: <u>Vice Chair, Board of Supervisors</u> Date: _____</p> <p>Client's Address: <u>County of Humboldt</u> <u>825 Fifth Street</u> <u>Eureka CA 95501</u></p> <p>Attn: _____</p> <p>Address for Legal Notice: <u>County of Humboldt</u> <u>825 Fifth Street</u> <u>Eureka CA 95501</u></p> <p>Attn: <u>Board Clerk</u></p>
--	--

EXHIBIT A
Additional Business Terms

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

If Client Is Ordering Nixie® 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 works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "Public Communications"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public 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 in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals 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. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. "Data Feed" means data content licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).
2. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such Individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch Incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. "Incident Administrator" means an Individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Solution. "Incident Operator" means an Individual who is authorized by Client as an operator of the Incident Management or IT Alerting Solution.
3. **Secure Messaging.** For Clients purchasing peer to peer secure messaging solutions ("Secure Messaging"), Everbridge shall comply with all applicable privacy laws, including the Health Insurance Portability and Accountability Act of 1996 ("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 Associate 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-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through 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 expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "Consumer Protection Law"). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at <http://mmaglobal.com/policies/code-of-conduct>.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

1. **IPAWS Authorization:** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. **Credentials:** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
3. **Messaging:** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. **Term:** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

Exhibit C



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

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00026922

Confidential

1 of 2

Prepared for: Dorie Lanni
Humboldt CA, County of - PF58
826 4th Street
Eureka, CA 95501
(707) 268-2527
dlanni@co.humboldt.ca.us

Quotation Date: March 7, 2017
Quote Expiration Date: June 30, 2017
Rep: Patrick Stuver
(818) 230-9724
patrick.stuver@everbridgemail.com

Contract Summary Information

Contract Period: 3 Years
Contract Optional Years: 2 Years

MN Contacts up to: 1,400
MN Households up to: 52,000

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	\$31,651.00	\$29,000.00
Everbridge IPAWS Notification	Recurring	1	\$1,500.00	\$1,000.00
Annual Subscription Prorated Deduction Amount	One-Time	1	(\$22,500.00)	(\$22,500.00)

PREMIUM FEATURES / USAGE

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge ContactBridge	Recurring	1	\$4,500.00	\$0.00
Everbridge Community Engagement	Recurring	1	\$6,000.00	\$4,000.00
Premium Feature Prorated Deduction Amount	One-Time	1	(\$3,000.00)	(\$3,000.00)



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

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00026922

Confidential

2 of 2

Pricing Summary:

Year One Fees*	\$8,600.00
One-time Implementation and Set Up Fees:	\$1,400.00
Total Year One Fees:	\$9,900.00
Subsequent Year(s) Ongoing Annual Recurring Fees:	\$34,000.00
Optional Year(s) Ongoing Annual Recurring Fees:	\$34,000.00

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
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:

- Initial term of service to run from date of signature through 6/30/17. This period will be billable as a pro rated service term equal to 3 months of the annual contract (\$2,833.33 x 3= \$8,500) plus the initial \$1,400 set up fee for a first period billing of \$9,900.
- New term will commence 7/1/17 and run in 12 month increments from that point forward with annual recurring billing at the current feature combination of \$34,000 per year for the remainder of the contract and option period.

Authorized by Everbridge:

Phillip E. Hoff *5/25/2017*
 _____ _____
 Signature Date
 Phillip E. Hoff VP Controller
 _____ _____
 Print Name Title

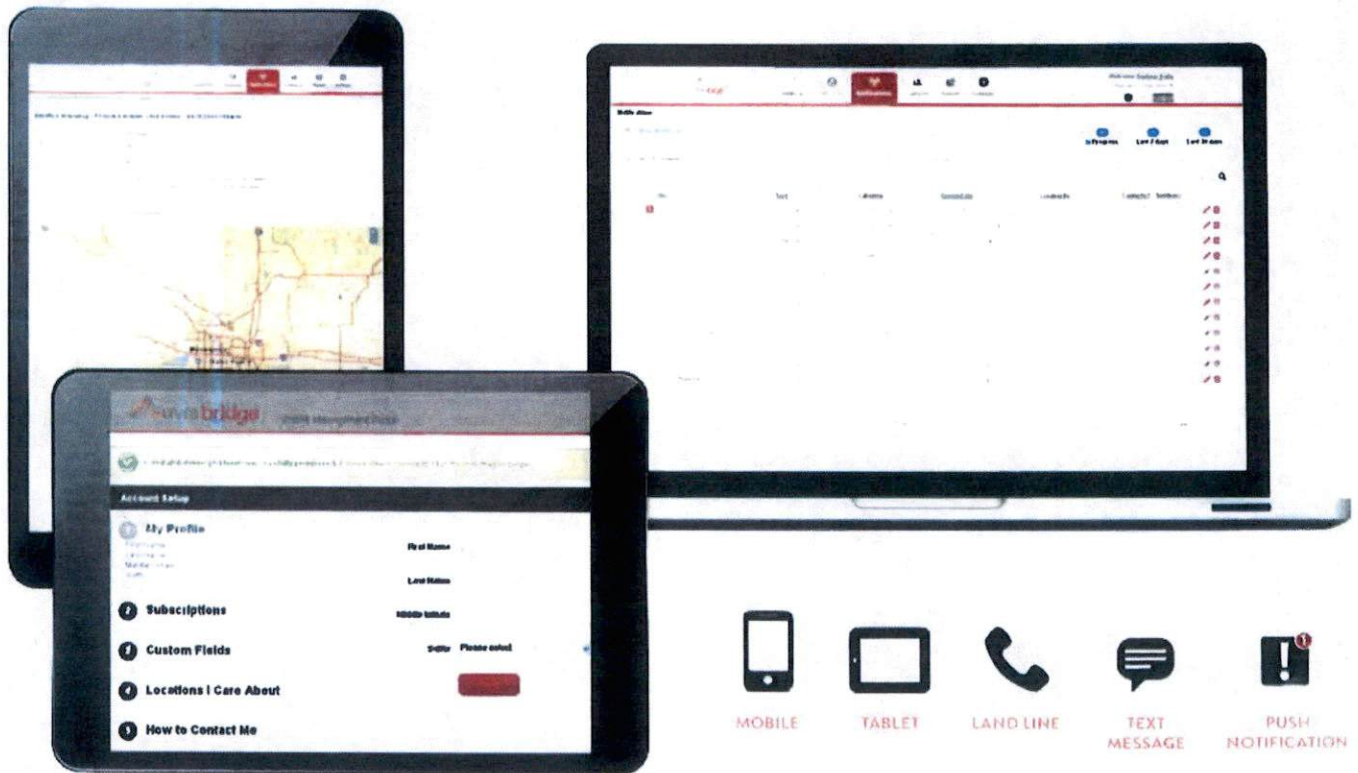
To accept this quote, sign, date and return:

Ryan Sundberg *6/6/17*
 _____ _____
 Authorized Signature Date
 Ryan Sundberg Vice
 Virginia Bass Chair
 _____ _____
 Print Name Title
 Board of Supervisors
 County of Humboldt

Exhibit D



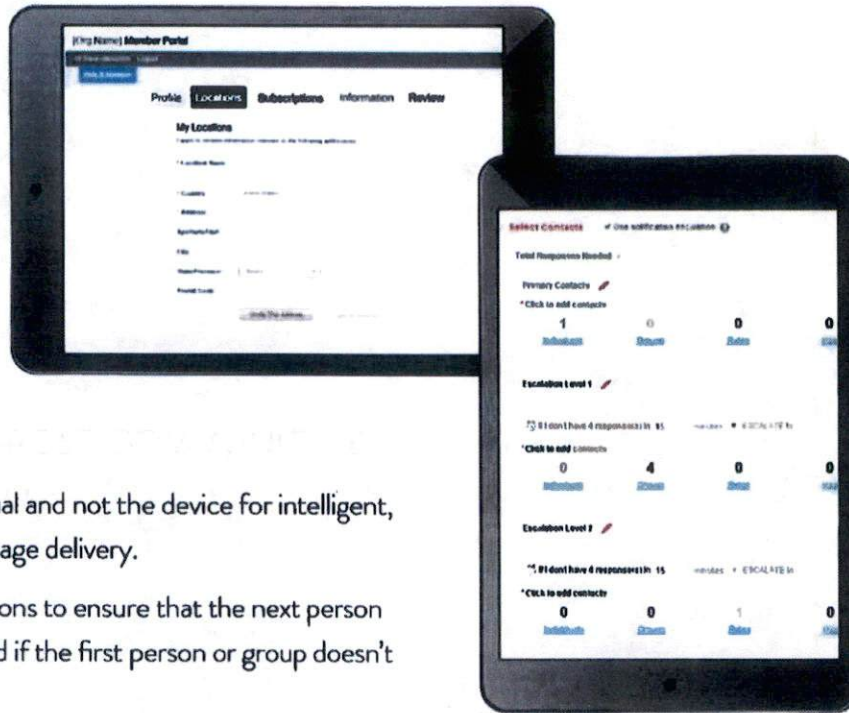
MASS NOTIFICATION



OVERVIEW

Everbridge Mass Notification enables organizations to send notifications via 25+ contact paths to individuals or groups using lists, locations, and visual intelligence. This comprehensive notification solution keeps your contacts informed before, during and after all events operational incidents, and emergencies. Everbridge Mass Notification features robust analytics, GIS capabilities, and flexible contact management. In addition, customers with global contacts can leverage a single access point to notify contacts and manage contact data across multiple distributed data stores — a unique “globally local” approach.

- Only one page notification process and one click sending
- + Only integrated GIS mapping with unified contact data
- + Only mobile management app with integrated GIS targeting
- + Only dedicated mobile recipient application with two-way communication



Target the individual and not the device for intelligent, personalized message delivery.

- Escalate notifications to ensure that the next person or group is notified if the first person or group doesn't respond.
- Broadcast messages to virtually any communications device, with support for over 25 contact paths, including desktop alerts.
- Build events for one-click sending during incidents. Set up notification templates with predetermined contact lists and pre-defined messages for faster communications in a crisis. Resend notifications to recipients or send follow up messages to all or a sub-set of recipients for tracking within the same incident or event.
- Configure rules based on your infrastructure's capacity with flexible call-throttling capabilities.
- Segregate your management and operating structure into multiple notification environments. Separating by geography, department/function, country or other criteria provides maximum security and flexibility. Automatically publish notifications to public websites, Intranets, internal systems, and social media.

Send messages to recipients in a specific geographic region (zip code, street address, radius from a specific point, or other attribute) with GIS-based message targeting.

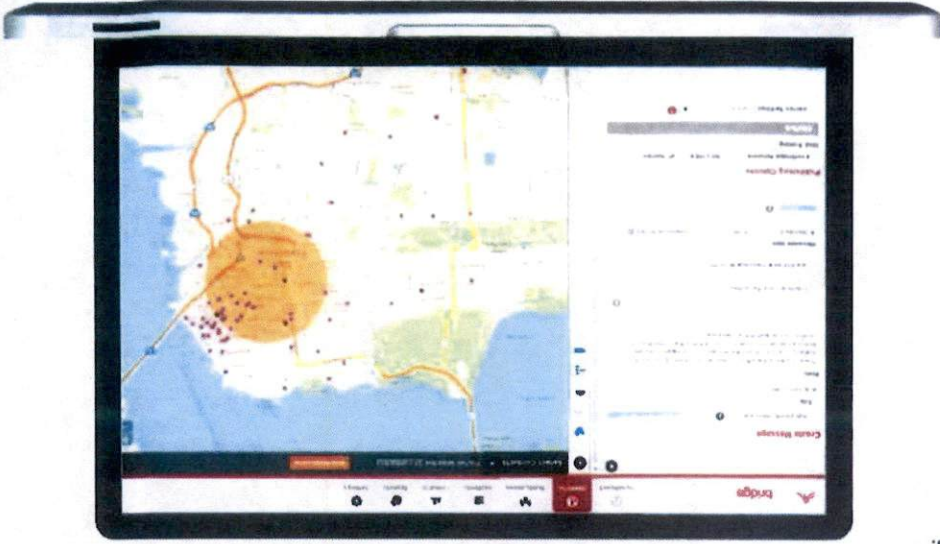
Specify targeted contact locations with user-friendly drawing tools, or even upload shape files from other applications for on-the-fly notifications.

Search for, view the locations of, and send alerts to specific contact types, including functional needs populations, fire districts, alert type subscribers, and more.

Use PrecisionGIS to upload and manage custom geo-coded contact addresses and also integrate custom maps for message targeting

Load, geo-code, and manage contact data within a single interface and in real-time.

Exclude specific contacts from targeted messaging, based on defined attributes, including location.



Manage settings, limits, and defaults through a comprehensive and user-friendly administrator interface.

Import, organize and categorize contact data in a way that is meaningful to your organization.

Easily automated bulk, partial and full updates utilizing a secure, industry standard method for data transfer.

Define role-based access controls for managing separate user and contact data.

Easily notify contacts and/or manage contact data across multiple distributed data stores and groups from a single access point.

Include multiple groups and custom fields from internal systems to help with message targeting.

Set opt-in portals to either publicly available or private (invitation only) and allow contacts to opt-in, update, and manage their accounts - including contact information, locations they care about, alert preferences and more - through branded, customizable web-based portals.

Support accessibility guidelines - public and private portals are Section 508 compliant and include field-level view/read/write access controls.

Personalize your reach to a global audience by broadcasting messages globally, in any language.

Truly localize communication with multilingual text-to-speech support.

Increase delivery success for notifications with local and regional routing.

Send notifications with customized caller ID's so that the number is local and familiar to the call recipient.

Store your data locally and securely in your country of preference and comply with the regulatory requirements of that locale.

Access, notify, and manage contacts stored in multiple, distributed data stores through a unified access point, making the location of data seamless to the user.

Meet the highest standards for regulatory requirements and handling of personally identifiable information worldwide, including encryption of data at rest, if needed.



Even during large-scale disruptions, Everbridge stays on. The most advanced platform in the industry ensures that you reach your contacts - every time. And with worldwide coverage and capabilities, including globally local calling infrastructure and data storage, we're ready to support you wherever your people are in the world.

In critical situations, ease-of-use can mean the difference between an effective response and a mistake that carries serious consequences. Everbridge is engineered to be simple to use under pressure, with a user interface that accelerates time-to-message and reduces the likelihood of errors.

THE ONLY END-TO-END PLATFORM

Everbridge is easy to set up, maintain, and organize, meaning that you're always ready for a quick, coordinated response. Everbridge ensures that the right messages get to the right people - with the most advanced opt-in portal on the market, streamlined integration with internal and external data sources, and simple group and contact management.

When trouble strikes, you need rich insight, presented simply - so you can quickly assess potential impact and make an informed decision to avoid loss. Everbridge offers the only solution on the market that meets these demanding requirements, with the most advanced interactive dashboard in the industry.

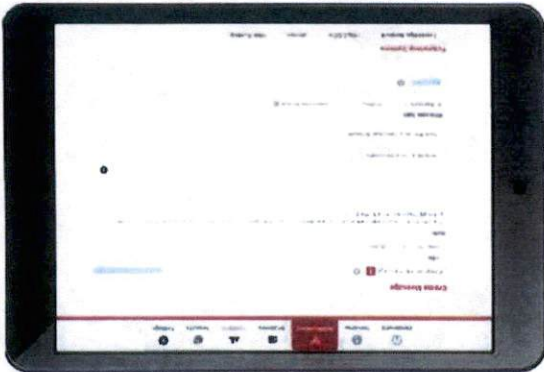
For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.

Bring the power and security of the full desktop application to mobile devices everywhere, even under adverse network conditions.

Support multi-platform smart phones and tablets, including Apple® iOS and Android™ devices.

Benefit from reporting and analytics with a native interface designed for the operating system of the device.

Send notifications with a multiple-choice polling question with up to nine different responses.



Measure your communication program's effectiveness and continually improve its efficiency with robust analytics and reporting capabilities.

Make quick changes and improve results with powerful, accurate incident analyses in real-time.

Launch frequently requested reports on-the-fly with Quick Reports.

Provide summary and detailed notification analysis (DNA) reports for better after-action reviews, continuous improvements, and regulatory compliance.

Easily enhance exported reports with off-line creation of pivot tables and cross-referencing.



Everbridge Community Engagement

The Community Engagement solution supports active and engaged communities with:

- **An Easy Opt-In System**
Gathering and managing emergency management opt-ins from residents can be difficult. Connecting and engaging with as many citizens as possible, however, allows community reach to be quickly expanded.
- **Foster a Two-Way Dialogue with Social Media Integration**
With the help of Community Engagement’s social media integration, neighbors can share valuable information, suggest ways to collectively address safety concerns, plan public events and more.
- **Empower Residents to be Eyes and Ears of the Community**
Residents can be valuable resources for law enforcement. Through the use of Everbridge’s Community Engagement solution, police and other local authorities empower residents to invest in their community through outreach, collaboration and shared leadership.
- **Enable Real-Time Alerts with Mobile App**
Everbridge’s OneBridge Mobile App is a free smartphone application that allows residents to receive real-time alerts and safety information from agencies. The OneBridge Mobile App provides a two-way engagement between residents, local public safety organization and emergency management.

Access

- Unlimited Administrators, Dispatchers, and Group Managers for web-based portal to initiate and manage messages
- Unlimited Administrators, Dispatchers, and Group Managers for web-based portal to post messages to social media.

Usage

- Unlimited Web Messages
- Unlimited Facebook & Twitter Notifications

Key Features

Alerts	X
Advisory	X
Community	X
Unlimited Nixle SMS	X
Unlimited Email	X
Multiple Email Attachments	X
Web Publications	X
Social Media (Facebook & Twitter)	X
Location Targeting: City/Town Name or Zip Code	X
Messaging templates	X
Email templates	X
Google Public Alerts	X



SYSTEM INCLUSION
Confidential

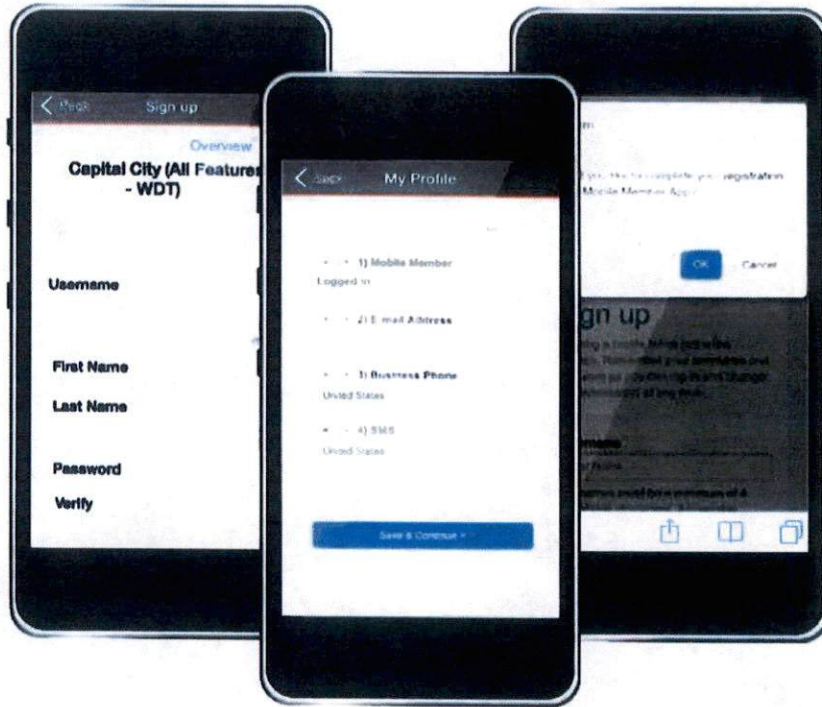
Multiple Admin & User Accounts	X
Social Media Reporting	X
SMS, Email, Delivery Stats	X
Provisioning Services including account & user setup	X

Set-up, Implementation, and Support

Self Service Administrative Set-up, Configuration and Default Preferences
Unlimited Access to Everbridge University
24x7 Customer Support (phone, web, email)
Global Support/Operations Centers
Dedicated Account Manager



CONTACTBRIDGE



CREATE SITUATIONAL INTELLIGENCE WITH ON-THE-SCENE INFORMATION REPORTS

The Everbridge **ContactBridge** application, formerly Mobile Member, a rich new dimension to mass communications by facilitating two-way conversations with mobile recipients. Deliver messages and push notifications to recipients on mobile devices, request additional information through polling, and allow users to submit their own on-the-scene reports.

The **ContactBridge** application creates situational intelligence by allowing mobile users to share geo-location information, pictures, and free-form text – giving you eyes and ears on the scene as a situation develops.

KEY CAPABILITIES

- + Extend the reach of Mass Notification with a dedicated mobile recipient application with two way communication.
- + Deliver push notifications to your mobile network.
- + Get situational details from recipients, including location information, photos, and free-form text.



DS_ContactBridge_8.15.1

VISIT WWW.EVERBRIDGE.COM
CALL +1-818-230-9700

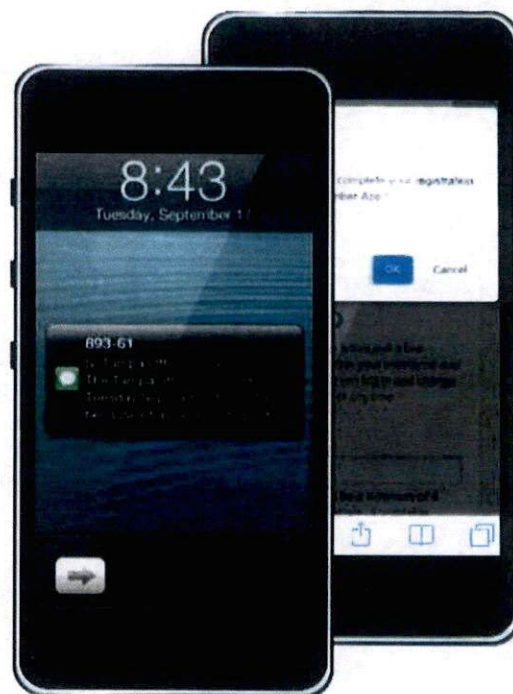
CONTACTBRIDGE



KEY CAPABILITIES

- + Trigger notifications and display alerts based on keywords and users sending unsolicited **ContactBridge** messages
- + Expand your communications reach with global secure messaging
- + Communicate with and geo-locate frontline resources, even under adverse network conditions like low bandwidth or connectivity.
- + Use recipient geographical information to plot a map of feedback and associated locations.
- + Encourage your network to send relevant photos, messages, and geographical details, even unsolicited.
- + Gather polling responses from mobile devices as part of broadcasts.
- + Communicate even under adverse network conditions, for example, when bandwidth or connectivity is limited.
- + Supports both Apple® iOS and Android™ users.

ContactBridge feedback is captured in a centralized dashboard. Easily view poll responses and other requests for data sorted by timeframe, or use the *Unsolicited* tab to review broader feedback from the community.



About Everbridge

Everbridge is a leading unified critical communications platform trusted by corporations and communities of all sizes that need to reach the right people for immediate action, collaboration, and decision-making. Connecting millions of people and internet-connected devices, the company provides reassurance that secure, compliant messages are delivered, locally and globally, received and responded to, no matter the recipient's location. Everbridge is based in Boston, Los Angeles, San Francisco, Beijing and London.

For a full product description, along with best practices and product details please see the *Everbridge User Guide* and *Everbridge University*.



DS.ContactBridge_8.15.1

VISIT WWW.EVERBRIDGE.COM
CALL +1-818-230-9700



ONBOARDING - STANDARD

OVERVIEW

The standard onboarding is right-sized to support small to medium organizations on deploying all basic Mass Notification and Interactive Visibility functionality. A dedicated onboarding specialist is provided to guide you through the onboarding process and provide strategic advice, tailored to your organization.

TIME FRAME

Standard Everbridge Onboarding requires approximately 15 days to complete. Depending on the size and complexity of the organization, it may take more or less time. The timeframe can be tailored within the following limits for standard onboarding:

Access to an Onboarding Specialist for up to 10 hours.

Onboarding Specialist hours must be used within 60 days of contract signing.

Additional hours are billable at \$250/hr.

SCOPE

A standard onboarding will provide the following:

Orientation to your onboarding resources, including the Everbridge Client Portal, knowledgebase articles library, and Everbridge University.

Access to your functional account, configured with default templates and default notification paths.

30-minute hands-on demo of creating new users, the basic setup of contacts and the sending of a test notification.

Best practices and onboarding guidance as outlined in this document.

The onboarding specialist will ensure the client has demonstrated the ability to upload a sample of their contact data, send a notification and interpret the results.

KEY MILESTONES

ORIENTATION CALL

This call will provide an orientation to Everbridge onboarding resources and a review of preparation necessary to conduct a successful onboarding.

KICK-OFF CALL

The Kick-off call will focus on reviewing the basic settings and developing the onboarding project plan.

CONSULTATION CALL

The Consultation Call will focus on reviewing the completion of the project plan and identifying gaps and next steps.

CLOSE-OUT CALL

The Close-out Call will provide guidance on go-live strategies and mark the account's transition to customer success.

Included Standard Onboarding Resources

Client portal

Knowledgebase

Everbridge University

Up to 10 hours of an onboarding specialist

KEY MILESTONES

ORIENTATION CALL

The purpose of the orientation call is to prepare for the onboarding process. The Everbridge specialist will provide an overview of the onboarding process to key client stakeholders, introduce the stakeholders to the various onboarding resources, provide a short, interactive demo and access to a live, working account preloaded with default templates and settings. Orientation calls will be held within 5 days of the completion of your order processing. The specialist will also provide a checklist of actions to be completed in order to kick-off the onboarding process. The Call Agenda will include the following:

- Introductions
- Review communication goals/use cases
- Review onboarding process
- Review resources available to the client
- Review the success criteria of the Milestone calls
- Schedule all follow up calls
- Review the Getting Started checklist

An onboarding specialist will provide a demo of the product showing how to create a new user, how to create a contact, and how to send a message using a pre-loaded test template. At the conclusion of the demo, the customer will be provided with their live production account.

Time: 1.5-2 hours

KICK OFF CALL

The Kick-off call will be held as soon as the actions on the Getting Started checklist are complete, but no later than 3 weeks after the Orientation Call. The agenda will include the following items:

- Review completion of the Getting Started checklist
- Verify settings and configurations selected
- Discuss design and strategy of the organization hierarchy in relation to the client's needs.
- Review Role-based access control and its application with the client's organization.
- Review the contact data quality of the sample uploaded by the customer.
- Upon successful setup of the basic settings, the onboarding specialist will provide a customized Project Plan to guide the remainder of the onboarding. The Project Plan will include guidance on topics such as: data management strategy, reporting, groups and filters, mobile manager, awareness campaigns, training plans, member portal, Weather, IV, and mobile member.

Time: 1-2 hours

- Learning modules and training are continuously available and free for customers and partners to learn or review
- Use Adobe Flash videos with audio narrations
- Self-paced training that allows students to learn when they have time and at their own pace
- Just-in-time learning using small, focused content modules
- No travel or facilities required, the classroom is anywhere a learner has Internet access

EVERBRIDGE UNIVERSITY

Time: 1 hour

- Awareness programs
 - Review best practices for system test planning
 - Review project plan for completing system-wide test
 - Roll-Out Planning:
 - Where to find support information
 - Provide best practices for troubleshooting issues
 - Discuss transition to customer success
 - Functional testing conducted by customers/or review results of functional testing
- The close out should occur approximately 3-4 weeks after Orientation (not to exceed 60 days). The call will provide a final opportunity for the client to strategize with the onboarding specialist and will cover the following topics:

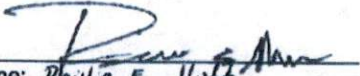

CLOSE-OUT CALL

Time: 1-2 hours

- Review relevant advanced configuration topics
 - Review contact management strategy
 - Define testing strategy
 - Review Project Plan action items
- The Consultation Call should be scheduled to take place within 5 days of the Kick-off Call. The call is a strategy session between the onboarder and the customer, with the following objectives:

CONSULTATION CALL

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

<p>EVERBRIDGE, INC.</p> <p>By:  Print Name: <u>Philip E. Holt</u> Title: <u>Vice President & Controller</u> Date: <u>5/25/2017</u></p> <p>Address: 25 Corporate Drive Burlington, Massachusetts 01803</p> <p>For legal notice: Attention: Legal Department</p>	<p>CLIENT: <u>County of Humboldt</u></p> <p>By:  Print Name: <u>Virginia Bass Ryan Sundberg</u> Title: <u>Vice Chair, Board of Supervisors</u> Date: <u>6/6/17</u></p> <p>Client's Address: <u>County of Humboldt</u> <u>825 Fifth Street</u> <u>Eureka CA 95501</u> Attn: <u>Dorie Lanni, OES Manager</u></p> <p>Address for Legal Notice: <u>County of Humboldt</u> <u>825 Fifth Street</u> <u>Eureka CA 95501</u> Attn: <u>Clerk of the Board</u></p>
---	---