Amendment to Service Agreement

This Amendment ("Amendment") to the Master Services Agreement dated June 6, 2017, by and between Everbridge, Inc., a Delaware corporation ("Everbridge"), and County of Humboldt ("Client") is effective as of the date of the Client's signature below. All capitalized terms used herein without definition shall have their respective meanings set forth in the Agreement (as defined below).

WHEREAS, Everbridge and Client previously entered into a service agreement for the provision of mass notification services (such agreement including any previous amendments, referred to as the "**Agreement**");

WHEREAS, the Parties desire to amend the Agreement on and subject to the terms of this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, the Parties agree to amend the Agreement as follows:

- 1. <u>Term</u>: The Term provision of the Agreement shall be deleted and replaced in its entirety as follows:
 - **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 initial term 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%).
- 2. Remaining Terms. All other terms and conditions of the Agreement remain in full force and effect as amended by this Amendment.

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

EVERBRIDGE, INC.	COUNTY OF HUMBOLDT
By From Eller	Ву
Title Phillip E. Huff	Title
Date 06/25/2021	Date