



Town of New Fairfield

*Selectmen's Office
4 Brush Hill Road
New Fairfield, Connecticut*

BOARD OF SELECTMEN REGULAR MEETING ZOOM MEETING

Join Zoom Meeting

<https://zoom.us/j/97166703527>

Meeting ID: 971 6670 3527

Dial In: (929) 205-6099

Thursday, May 9, 2024

7:30 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Public Comment & Participation
4. Correspondence & Announcements
5. Approve Minutes of Board of Selectmen Regular Meeting April 25, 2024 and Special Meeting April 30, 2024
6. Budget Transfers
7. Approve Tax Refunds Recommended by Tax Collector
8. Personnel Report
9. Appointments
 - Commission on the Aging
 - Candlewood Lake Authority

Old Business

New Business

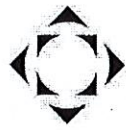
10. Discuss and Possibly Vote to Allow First Selectman to Sign 5 Year Lease with Pitney Bowes
11. Discuss and Possibly Vote to Approve Contract for Consultant for Zoning Regulations
12. Discuss and Possibly Vote to Approve Additional Appropriation
13. Discuss Fire Marshal Vacancy
14. Discuss and Possibly Vote to Approve Everbridge Agreement
15. Discuss and Possibly Vote to Allow First Selectman to Sign Contract for Paving Services
16. Public Comment
17. Adjournment

Received by email on 5/08/2024 @ 12:19 p.m.
By Tricia Quinn, Asst. Town Clerk, New Fairfield

TOWN OF NEW FAIRFIELD
PERSONNEL REPORT
MAY 9, 2024

LAST NAME	FIRST NAME	POSITION	LOCATION	PAY RATE	REASON	EFFECTIVE	
NEW HIRES:							
1	WOLF	BRAYDON	LIFEGUARD	TOWN BEACH	\$16.69/HR.	RECREATION	5/10/2024
CHANGE IN STATUS							
2	BOYNTON	LORA	PART TIME ANIMAL CONTROL	ANIMAL CONTROL	\$27.00/HR.	REPLACING K. KRASKA	5/10/2024
3	COLLENTINE	KEEGAN	COUNSELOR	TOWN CAMP	\$16.19/HR.	RECREATION	5/10/2024
4	HILL	MORGAN	COUNSELOR	TOWN CAMP	\$16.19/HR.	RECREATION	5/10/2024
5	KAVALLIAUSKAS	TOMAS	PART TIME ANIMAL CONTROL	ANIMAL CONTROL	\$27.00/HR.	REPLACING K. KRASKA	5/10/2024
6	LIOTTA	JAZ	LIFEGUARD	TOWN BEACH	\$17.19/HR.	RECREATION	5/10/2024
7	MORUS	MACKENZIE	LIFEGUARD	TOWN BEACH	\$17.19/HR.	RECREATION	5/10/2024
SEPARATION							

May 7, 2024



Planimetrics

70 County Road, Simsbury, CT 06070 860-913-4080

AGREEMENT FOR PROFESSIONAL SERVICES FOR ZONING REGULATION UPDATE

By and Between The

TOWN OF NEW FAIRFIELD, CONNECTICUT

And

PLANIMETRICS, INC

This Agreement is entered into, this ___ day of _____, 2024, by and between the **TOWN OF NEW FAIRFIELD, CONNECTICUT** (hereinafter "Town") and **PLANIMETRICS, INC**, (hereinafter "Consultant").

WITNESSETH THAT:

WHEREAS, the Town desires certain professional services for preparing updates to the Zoning Regulations (hereinafter referred to as the "Project"); and

WHEREAS, the Town desires to engage the Consultant to provide such services in connection with the Project; and

WHEREAS, the Consultant wishes to provide such services as may be necessary during the Project;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONSULTANT

- 1.1 The Town hereby engages the Consultant who hereby agrees to perform the professional services described in the Scope of Services (Exhibit A) attached to this Agreement.
- 1.2 The Town and the Consultant may, by written agreement, amend this Agreement at any time to include additional items not presently contemplated in the Scope of Services (Exhibit A) or to adjust any Project item by increasing or decreasing the scope of work or by substituting new study items for existing ones. Any such action shall be confirmed by written amendment to this Agreement and shall be subject to an appropriation of the necessary funds by the Town.
- 1.3 Any amendment to this Agreement shall supplement the terms found herein and shall provide for a revised Scope of Services (Exhibit A), Schedule (Exhibit B), and/or Project Fee (Exhibit B).

2. RESPONSIBILITY OF CONSULTANT

- 2.1 During the period of time covered by this Agreement, the Consultant shall perform and carry out all such work as indicated in the Scope of Services (Exhibit A). Such work shall be conducted professionally and courteously, in accordance with applicable federal, state, and local laws, and in a manner satisfactory and proper as determined by the Town.
- 2.2 It is expressly understood that the Consultant's ability to complete such work is predicated, in part, on the Town's commitment as indicated in Section III following.

3. RESPONSIBILITY OF TOWN

- 3.1 The Town hereby agrees to perform, obtain or provide certain services or items as set forth hereinafter. Said services or items are deemed essential to the carrying out of the professional service of the Consultant as hereinafter set forth.

May 7, 2024

- 3.2 The Town, acting through its designated representative, shall be responsible for overall coordination, the scheduling of meetings, and for making reports and materials provided by the Consultant available for the media, public and other Town agencies and officials.
- 3.3 The Town, acting through its designated representative (indicated below), shall:
 - 3.3.1 Make reasonable time available during the course of the Project for coordination, including meetings, with the Consultant.
 - 3.3.2 Provide the Consultant, at no cost, with copies of relevant documents and other non-privileged materials in the Town's possession as reasonably necessary for satisfactory completion of the Scope of Services.
 - 3.3.3 Provide reasonable assistance to the Consultant as shall mutually be agreed upon in the undertaking of the Project items covered by this Agreement.
- 3.4 It is understood that the Town shall act expeditiously on all submissions by the Consultant that require Municipal approval or action.
- 3.5 Upon execution of this Agreement, the Town's project management responsibilities shall be represented by:

Kevin Van Vlack
Zoning Commission Vice-Chair
4. **TIME OF PERFORMANCE**
 - 4.1 The services of the Consultant shall be undertaken and completed by the Consultant in a prompt and satisfactory manner as determined by the Town in accordance with the Scope of Services (Exhibit A) and Schedule (Exhibit B).
 - 4.2 The time of completion may be extended if the contracting parties mutually agree that such extension would benefit the successful completion of the work hereunder.
5. **MEETINGS**
 - 5.1 During the course of the work stipulated in this Agreement, the Consultant shall attend in-person meetings or on-line meetings as indicated in this Agreement.
 - 5.2 It is expressly understood by both parties that the Project Fee (Exhibit C) reflects an intent that:
 - 5.2.1 Community meetings conducted as part of the POCD process will be in-person although either party may request and the other party may agree to on-line / virtual meetings.
 - 5.2.2 Working meetings with the Zoning Commission will, as appropriate and through mutual agreement, be both in-person and on-line / virtual meetings.
 - 5.3 The Consultant may, to the extent feasible and reasonable, attend additional meetings with other groups or persons (in-person and/or on-line / virtual) for the purposes of encouraging community participation, presenting findings, or other purposes.
6. **WORK PRODUCTS**
 - 6.1 Work products submitted to the Town by the Consultant are expected to include:
 - 6.1.3 Preliminary reports to summarize issues related to the Zoning Regulations updates.
 - 6.1.4 Draft regulation sections,
 - 6.1.5 Draft(s) of the full set of Zoning Regulations,
 - 6.1.6 A final copy of the adopted Regulations,
 - 6.1.7 Electronic copies of work products in "PDF" format for distribution by the Town or posting by the Town on the Town's website, and/or
 - 6.1.8 Printed copies of deliverables (as a reimbursable expense) if requested by the Town.
 - 6.2 One (1) copy of each digital report will be submitted. As many printed copies as requested by the Town will be provided (as a reimbursable expense).
 - 6.3 Work products delivered to the Town by the Consultant will be delivered to the designated representative but shall remain the intellectual property of the Consultant until completion of the project.
 - 6.4 Upon completion of the Scope of Services (Exhibit A) or upon termination of this Agreement in accordance with the provisions herein and receipt of any payment of any outstanding amounts due the Consultant, work materials used during the course of the Project shall be delivered to, and become the property of, the Town.

May 7, 2024

- 6.5 Any reports, data, or other information given to or prepared or assembled by the Consultant under this Agreement shall not be made available to any individual or organization by the Consultant without the approval of the Town.
- 6.6 The Consultant reserves the right, and the Town agrees to allow the Consultant, to use final work products prepared under this Agreement for marketing and solicitation efforts.

7. COMPENSATION

- 7.1 Upon the satisfactory completion of the services to be performed in the Scope of Services, in part and in whole, the Town shall pay the Consultant the amount identified in the Project Fee (Exhibit C) as full and complete compensation for the Consultant's services as set forth in the Scope of Services (Exhibit A) and Schedule (Exhibit B).
- 7.2 The Fee Arrangement may be modified as provided in Section I of this Agreement.

8. METHOD OF PAYMENT

- 8.1 The Consultant shall invoice the Town monthly for services performed up to the date of such invoice.
- 8.2 The Town shall pay the Consultant within thirty (30) days of receipt of an invoice.
- 8.3 The Town, prior to making payment, may review the invoice to determine that the compensation claimed is in accordance with this Agreement. If the Town feels that the invoice is not in accordance with this Agreement, the Town shall notify the Consultant within fifteen (15) days of receiving the invoice. The Consultant may, at its option, revise the invoice or resubmit the invoice to the Town.
- 8.4 If the Town does not pay an invoice within forty-five (45) days of the invoice date, work in progress by the Consultant shall be stopped.
- 8.5 In the event of non-payment by the Town of an invoice or dispute over this Agreement, the prevailing party shall be entitled to costs of collection, except attorney's fees.

9. TERMINATION

- 9.1 The Town may terminate this Agreement at any time by notice, in writing, from the Town to the Consultant. Said termination may be with or without cause.

- 9.2 The Consultant may terminate this Agreement at any time by notice, in writing, from the Consultant to the Town. Said termination shall be limited to cause resulting from the Town not performing its responsibilities as indicated in Section 3, non-payment of invoices as indicated in Section 8, non-appropriation of funds needed to complete the professional work, or a substantial change in the circumstances under which the Consultant undertook the project.

- 9.3 If the Agreement is terminated as provided herein, the Town shall pay the Consultant an amount which bears the same ratio to the total compensation as the services actually performed to the date of termination by the Consultant bear to the total services covered by this Agreement and described in the Scope of Services, less payments of compensation previously made.

10. SUBCONTRACTORS / ASSIGNMENT

The Consultant shall not assign this Agreement nor any right or responsibility hereunder without the prior written consent of the Town, which consent may be withheld at the Town's sole discretion. However, no such consent shall operate to release the Consultant from any obligation or liability hereunder, or modify the obligations or liabilities of the Consultant to the Town.

11. LIABILITY AND CLAIMS

- 11.1 The acceptance by the Consultant of any final payment made under or upon termination of this Agreement shall constitute a full and complete release of the Town from any and all claims, demands and causes of action whatsoever which the Consultant, his successor or assigns, or sub-consultants (if any) have or may have against the Town.
- 11.2 During the life of this Agreement, the Consultant shall maintain liability insurance coverage of not less than \$1,000,000 limit of liability; and shall, before commencing the work, furnish to the Town a certificate of insurance evidencing such coverage, which shall include for notice of cancellation, lapse or amendment to be given to the Town prior to the date of its effective action.
- 11.3 The consultant's general liability insurance policy shall name the Town as certificate holder.
- 11.4 The Consultant shall, upon request, furnish to the Town evidence of worker's compensation insurance for employees of the Consultant. If such coverage is not applicable, the Consultant shall provide an affidavit that such coverage is not applicable.

12. JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Connecticut and any controversy or claim arising out of or relative to this Agreement shall be subject to the exclusive jurisdiction of the Connecticut courts, both state and federal.

13. EMPLOYMENT COMPLIANCE

The Consultant warrants that it is in full compliance with all local, state, and federal affirmative action and equal opportunity requirements.

14. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor and, as such, is not and shall not be construed to be an agent or employee of the Town. Consultant has no authority to bind the Town to any obligation to any other entity.

15. INDEMNIFICATION

In addition to, and not in lieu of, any indemnification set forth in other provisions of this Agreement, to the extent permitted by law Consultant shall indemnify and hold harmless the Town and its agents, servants and/or employees from and against any and all claims involving physical damage to property, personal injury, and wrongful death arising out of the performance of this Agreement by the Consultant or any of its employees or agents.

16. NOTICES

Any written notices required by this Agreement shall be sent to:

CONSULTANT: Glenn Chalder, AICP
Planimetrics, Inc.
70 County Road
Simsbury, CT 06070

TOWN: Kevin Van Vlack, Vice Chair
Zoning Commission
Town of New Fairfield
4 Brush Hill Road
New Fairfield, CT 06812

17. WAIVER

The failure of any party to insist in any one or more instances upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of such term, covenant or condition; but the obligations of the parties with respect thereto shall continue in full force and effect.

18. SEVERABILITY

In the event one or more of the provisions of this Agreement is determined to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, then such provision shall be deemed omitted and the balance of the Agreement shall remain valid and enforceable.

19. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

20. UNFORESEEN CIRCUMSTANCES

20.1 Neither party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to unforeseen circumstances beyond its reasonable control. Unforeseen circumstances shall mean such event or conditions that has an effect on the rights and obligations of the parties under the Agreement which is beyond the control of the party relying thereon and constitutes a justification for delay or non-performance of an action required in this Agreement, including but not limited to:

20.1.1 Acts of God, landslide, lightning, earthquake, tornado, hurricane, fire, explosion, tidal wave, war, blockage, sabotage, insurrection, riot, or civil disturbance,

20.1.2 Preliminary or final order of any state or federal court, administrative agency, or governmental body of competent jurisdiction, or

20.1.3 Any change in law, regulations, rule, requirement, interpretation, or statute adopted, promulgated, issued, or otherwise specifically modified or changed by any state or federal government body.

21. MEDIATION

21.1 In the event of any dispute over this Agreement, the parties agree to try and resolve any such dispute among themselves.

21.2 In the event that no resolution acceptable to both parties is reached within thirty (30) days of written notice of a dispute, the parties agree to submit all claims, disputes, or controversies arising out of, or in relation to, the interpretation, application or enforcement of this Agreement to mediation.

21.3 Mediation shall be conducted under the auspices of the American Arbitration Association in accordance with its then existing terms and procedures.

May 7, 2024

- 21.4 The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement and the American Arbitration Association.
- 21.5 The cost of mediation shall be borne equally by the parties.
- 21.6 If, within 120 days of initiation of mediation, the parties have not resolved the claims or disputes or controversies which led to mediation or have not agreed to continue mediation, the parties shall have the right to pursue other remedies available to them under the law.

22. ENTIRETY OF AGREEMENT

- 22.1 This Agreement embodies the complete agreement and understanding between the parties and supersedes and preempts any prior understandings, agreements, or representations by or between the parties, whether written or oral, which related to the subject matter hereof in anyway.
- 22.2 This instrument contains the entire agreement of the parties, and it may not be changed orally, but only by an agreement in writing signed by both parties.

IN WITNESS WHEREOF:

The TOWN OF NEW FAIRFIELD, acting herein by the following municipal official, and the CONSULTANT, acting herein by the following principal, have subscribed their names to this Agreement this ____ day of _____ A.D. 2024.

TOWN OF NEW FAIRFIELD, CT (TOWN), by

PLANIMETRICS, INC. (CONSULTANT), by

Melissa A. Lindsey
First Selectman (duly authorized)


Glenn Chalder, AICP, President

Attachments:

Exhibit	Topic	Page(s)	Date
A	Scope of Services	6 -8	May 7, 2024
B	Schedule	9	May 7, 2024
C	Project Fee	10	May 7, 2024

NEW FAIRFIELD ZONING REGULATIONS UPDATE – EXHIBIT A

SCOPE OF SERVICES

Planimetrics will provide consulting services to help the New Fairfield Zoning Commission revise the zoning regulations to:

- modernize the regulations in terms of best practices,
- strengthen the “user-friendliness” of the regulations,
- increase consistency with the Plan of Conservation and Development, and
- reflect changes in state statutes and case law.

NOTE - The Schedule and Fee are integral to this Scope of Work.

A. Scoping

1. Review the following documents:
 - 1.1. Zoning Regulations
 - 1.2. Zoning Map
 - 1.3. Plan of Conservation and Development (2014 POCD and proposed 2024 POCD)
 - 1.4. Other plans and studies provided by Town staff
2. Meet with Zoning Staff to discuss project parameters and regulatory issues
3. Meet with the Zoning Commission (1 meeting) to:
 - 3.1. Confirm project parameters and goals (process and outcomes)
 - 3.2. Discuss issues / concerns with regard to the Zoning Regulations
 - 3.3. Discuss possible amendments to the Zoning Regulations and intended results
4. Possible additional meetings (at Planimetrics discretion due to budget / schedule):
 - 4.1. Meet with Town Staff / agencies / other interested parties (First Light, Candlewood Lake Authority, etc.) to identify regulatory issues
 - 4.2. Facilitate a “power users” meeting (1 meeting) to obtain input regarding the regulations and possible issues / changes from people most involved in using the Zoning Regulations
 - 4.3. Facilitate a public forum (1 meeting) to obtain community input regarding the regulations and possible issues / changes
5. Meet with the Zoning Commission (1 meeting), if needed, to discuss issues identified during the scoping process and possible strategies (at Planimetrics discretion due to budget / schedule):

B. Prepare Initial Draft

1. Prepare an initial draft of possible changes to the Zoning Regulations

Organization	<ul style="list-style-type: none"> • Re-organize and re-format the Zoning Regulations if needed • Change numbering system, if needed
Basic Work Items	<ul style="list-style-type: none"> • Update to address issues identified by Commission: <ul style="list-style-type: none"> • Stormwater management / MS4 requirements • Possible lakefront overlay district (bulk/area reqts.) • Water quality protection • Non-conforming lots (R-88 and R-44) • Excavation/Grading/Removal of Earth • FEMA Flood Regulations • Affordable Housing • Elderly Housing • Short Term Rentals • Parking regulations (number, modifications) • Solar panels (attached, detached) • Site Plan standards • Internal consistency • Consistency with Connecticut General Statutes
Additional Work Items (dependent on adequacy of funding)	<ul style="list-style-type: none"> • Address other issues (if needed and if adequate funding available) which may include: <ul style="list-style-type: none"> • Public Act 21-29 • Non-conforming provisions (intent to abandon) • Child care • Aquifer Protection Overlay • “Procedures”, if needed • Recommendations from the POCD • Definitions if needed • Review / revise for user-friendliness • Address comments from scoping phase, as appropriate •

C. Review / Revise Initial Draft

1. Meet with the Zoning Commission to review the initial draft of changes
2. Work with Town Staff and Town's GIS vendor to depict zoning map changes (if any)

D. Review / Revise Second Draft

1. Prepare second draft of changes based on feedback from the Commission
2. Meet with the Zoning Commission to review the second draft of changes
3. Prepare third draft of changes based on feedback from the Commission

LEGAL REVIEW – By Town's Attorney at Town expense

4. Provide Town with draft of regulation changes for posting on the Town web site

E. Community Input / Feedback

1. Conduct a public meeting to present possible regulation changes and get feedback
2. Meet with the Zoning Commission to review comments and finalize changes
3. Prepare document containing the proposed regulation changes

F. Adoption

1. Assist Town Staff with preparations for public hearing on adoption
2. Present proposed Zoning Regulations at public hearing on adoption
3. Meet with the Zoning Commission to review public hearing comments
4. Meet with the Zoning Commission to adopt changes
5. Provide the Town with final work products in electronic format

NEW FAIRFIELD ZONING REGULATIONS UPDATE – EXHIBIT B

CONCEPTUAL SCHEDULE

NOTE - The Scope of Work and Fee are integral to this Schedule.

Based on at least one (1) meeting per month dedicated to the Project

	2024							2025						
	M	J	J	A	S	O	N	D	J	F	M	A	M	J
Project Initiation	■													
SCOPING / FIRST DRAFT														
Kickoff Meeting with ZC	■													
Meet with Town Staff / Stakeholders	■	■												
Background Research	■	■												
<u>Informational Meeting(s)</u>		■												
Prepare first draft			■	■	■									
REVIEW FIRST DRAFT / ZC														
Review meeting(s) with ZC					■	■	■							
Prepare second draft					■	■								
REVIEW SECOND DRAFT														
Review meeting(s) with ZC							■	■	■					
Prepare recommended draft							■	■	■	■				
<u>Legal review by Town's Attorney</u>									■	■	■			
FINALIZE CHANGES														
<u>Informational meeting</u>										■				
Review meeting with ZC											■			
Finalize proposed regulations											■			
ADOPTION														
<u>Public hearing on adoption</u>												■		
Review comments / Adoption													■	■

NEW FAIRFIELD ZONING REGULATIONS UPDATE – EXHIBIT C

PROJECT FEE

NOTE - The Scope of Work and Schedule are integral to this Fee.

PROJECT FEE	\$54,700
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Independent legal review by the Town's attorney is strongly recommended. Fees for any such review is the sole responsibility of the Town and is not included in the above Project Fee.

Printing expenses of work products and delivery expenses (if any) are not included in the above fee. Preliminary work products (drafts) will be delivered to the Town in PDF format. Any printing / delivery requested by the Town will be provided at cost and will be a reimbursable expense.



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

Phone: +1-818-230-9700
Fax: +1-818-230-9505

everbridge.com



Prepared for:

Glen Magyar
The Town of New Fairfield
4 Brush Hill Rd
New Fairfield CT 06812
United States
Ph: 203-312-5719
Fax:
Email: gmagyar@newfairfieldct.gov

Quotation

Quote #: Q-184812
Date: 5/7/2024
Expires On: 5/31/2024
Confidential

Salesperson: Sarah Bransfield
Phone:
Email: sarah.bransfield@everbridge.com

Contract Summary Information:	
Contract Period:	36 Months

Qty	Description	Price
13,599	Public Communications Advanced - US	USD 6,600.00

Pricing Summary:

Year One Fees:	USD 6,600.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 6,600.00

Quote Terms:

- Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between the relevant Everbridge entity and the customer listed above.
- Subject to sales taxes where applicable.
- 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 the language of the Master Service Agreement.
- By signing this Quote you represent that you read, understand and agree to the terms of the Master Service Agreement below and are authorized on behalf of the Client to execute the Quote and bind Client to the agreement(s).
<https://docs.everbridge.com/cdn/legal/SLG-Master-Services-Agreement-Hyperlink-v9.pdf>

Supplemental Notes:

Please, Sign, Date and Return:

Signature:

Date:

Name (Print):

Title:

Please, Sign, Date and Return:

Signature:

Date:

Name (Print):

Title:

Everbridge, Inc.
55 North lake Avenue, Suite 900
Pasadena, CA 91101
(818) 230-9700
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 the client (“**Client**”) identified on the Quote (as defined below), effective on the date of Client’s signature on the Quote (“**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 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 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 any role-based numbers, messaging credits or other 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. Client shall be responsible for ensuring that there is a lawful basis for sending communications through the Solutions to Contacts including, where applicable, obtaining the required consent of Contacts. 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 of which Client becomes aware. 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, except to the extent such losses are caused directly by the acts or omissions of Everbridge personnel.

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. 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. The data security procedures that Everbridge follows when providing the Solutions are included at the following URL: <https://docs.everbridge.com/cdn/legal/Data-Security-Exhibit.pdf>.

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. Client shall be notified at least sixty (60) days in advance of any Renewal Term. If at the end of the applicable Quote, Client intends to renew the Agreement, 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. 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%).

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. If Client terminates this Agreement due to material breach by Everbridge, Client shall be entitled to a refund of any prepaid unused fees on a pro-rata basis, provided that such refund shall be Client's sole and exclusive remedy.

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 temporarily 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 voluntary feedback regarding the design or operation of the Services (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all aggregated and anonymized 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 other public information request (i.e., “state sunshine” laws) 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. 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.

8.2 Disclaimer. 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. 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”) against Everbridge 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 arising out of (i) any breach by Everbridge of applicable Privacy Laws; (ii) any breach by Everbridge of its data security obligations under Section 3.4; or (iii) an allegation 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.

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 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) Network Technology/Cyber 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 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.

12.4 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.

12.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

12.6 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.

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

12.8 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.

12.9 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.

12.10 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.

12.11 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. 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.

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 Nixle® 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 Suite Products:

1. **Messaging Credits.** The Solutions include units of usage ("**Messaging Credits**") for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths ("**Notifications**"). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client's use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.
2. **Usage.** Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:
 - SMS Text messages:
 - i. For messages that contain only GSM characters, each 153 characters or portion thereof.
 - ii. For messages that contain any non-GSM characters, each 67 characters or portion thereof.
 - iii. GSM characters include only characters in the GSM 7-bit default alphabet.
 - iv. Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
 - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
 - TTY: One minute per TTY message.
 - Fax: Per page transmitted.
3. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.
4. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client's use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client's use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.
5. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content 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 (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. 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 or websites 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) or publicly-available information that Client accesses on the Internet while using the Services. Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at <https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf>.

6. **Resident Connection Data.** If a Client is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records ("**Resident Connection Data**") in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.
7. **Incident Management/IT Alerting.** If a Client is purchasing the Incident Management or IT Alerting Solution, (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" are authorized by Client as an administrator for the Incident Management or IT Alerting Solution components and are typically responsible for the configuration of IT Alerting as well as managing and reporting on Incidents ; (c) "Incident Operators" are authorized by Client as an operator of the Incident Management or IT Alerting Solution and are typically responsible for launching/managing Incidents; and (d) "Group Managers" shall have the ability to build, manage and/or participate in on-call schedules to receive IT related notifications. Everbridge may limit or throttle Client's automated use of the Incident Management or IT Alerting Solution in order to protect the stability and security of the Solution.
8. **Secure Messaging.** If a Client is 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. Our Secured Messaging products for healthcare are subject to our Business Associate Agreement, available at <https://www.everbridge.com/wp-content/uploads/2015/07/Business-Associate-Form-lkd-v1-7.7.15.pdf>, which is 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-Emergency 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.

