

 Natividad MEDICAL CENTER
COUNTY OF MONTEREY AGREEMENT FOR SERVICES
(MORE THAN \$100,000)

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County, and Everbridge, Inc. (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows: critical event management software services.
2. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$62,264.00.
3. **TERM OF AGREEMENT.**
 - 3.1. The term of this Agreement is from the effective date of this agreement through two (2) years thereafter unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.
 - 3.2. ~~NMC reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.~~
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
 - Exhibit A:** Scope of Services/Payment Provisions
 - Exhibit B:** Addendum No. 1
 - Exhibit C:** System Inclusion Sheets
5. **PERFORMANCE STANDARDS.**
 - 5.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.



- 5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

- 6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.
- 6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.
- 6.4. Invoice amounts shall be billed directly to the ordering department.
- 6.5. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.


7. TERMINATION.

- 7.1. ~~During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~
- 7.2. ~~NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC~~

deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 NMC's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for NMC's purchase of the indicated quantity of services, then NMC may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8. INDEMNIFICATION.



8.1 ~~CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9. INSURANCE.

9.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

9.3 Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

- Exemption/Modification (Justification attached; subject to approval).

9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under



this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.** The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.


CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

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- 10.1 ~~Confidentiality.~~ CONTRACTOR and its officers, employees, agents and subcontractors shall ~~comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.~~
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- 10.2 ~~NMC Records.~~ When this Agreement expires or terminates, ~~CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.~~
- 10.3 ~~Maintenance of Records.~~ CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to



~~services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.~~



~~10.4 Access to and Audit of Records. NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.~~

~~10.5 Royalties and Inventions. NMC shall have a royalty free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.~~

11. NON-DISCRIMINATION. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.

13. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection

therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below

NATIVIDAD MEDICAL CENTER:

Natividad Medical Center
Attn: Contracts Division
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA. 93906
FAX: 831-757-2592

CONTRACTOR:

Everbridge, Inc.
Attn: Legal Department
25 Corporate Drive, 4th Floor
Burlington, MA 01803

15. MISCELLANEOUS PROVISIONS.

- 15.1 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.2 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 15.3 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.4 **Contractor:** The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 15.5 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement
- 15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement: This Agreement is non-exclusive and each of NMC and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement: NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 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 Agreement.
- 15.15 Integration: This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 15.16 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.



- Member Self-Service Portal – Enable members/users to manage their own contact information directly.
- Contact Profile Data Management – Synchronize member (contact) profiles with your current systems of record. Supports additions, deletions, and updates for contact profile records (via sFTP or API).
- SAML 2.0 SSO Integration – Ease user adoption and maintain centralized control of user authentication with Everbridge’s Single Sign-on solution.

Security & Reliability

- Network elasticity, failover, redundancy
- Remotely wipe mobile devices
- Security services & Encryption
- Open geo-coding layer management

Deployment and Adoption Services

	Up to 150 Beds	150-1,000 Beds	Over 1,000 Beds
Project Management – During onboarding, this service facilitates the development of a deployment/rollout plan, system design, and data management strategy. This includes building a project plan, status reports and coordinate check-in meetings.	2 hours	2 hours	8 hours
Implementation Specialist – During onboarding, access to an Implementation Specialist to deliver an Everbridge Orientation, gather requirements, establish use case testing criteria for the onsite engagement, and close out activities after the onsite event.	10 hours	10 hours	10 hours
Solution Consultant – During onboarding, remote, hands on configuration of the system including data and content loading. Development of a program for system readiness which includes gathering & defining requirements, establishing use case testing criteria, and training and testing activities.	12 hours remote support	28 hours onsite/remote support	36 hours onsite/remote support

*Hours are defined as up to amounts and are not to exceed.

The Professional Services rendered pursuant to this inclusion sheet shall be valid and usable for the lesser of twelve (12) months or the remainder of the then current term. Unless otherwise stated on the quote, travel and other related expenses will be billed separately.

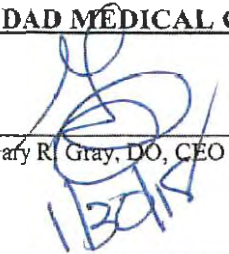


On-going Support – A dedicated Account Manager who will conduct regular client check-ins and support including an annual Health Check Assessment. This also includes 24x7 customer support (phone, web, email) and access to Everbridge’s Global Support/Operations Centers for redundant live support.

Up to 150 Beds	150-1,000 Beds	Over 1,000 Beds
Included	Included	Included

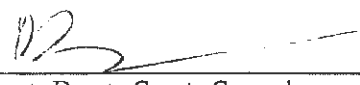
Annual Health Check - The goal of the Customer Health Check service offering is to ensure Client is using the Everbridge Suite effectively. This is accomplished by:	Included	Included	Included
<ul style="list-style-type: none"> • Reviewing overall requirements and success criteria for the solution, including any new needs based on client growth/expansion, changing Client requirements, or new product capabilities. • Identifying, capturing, and sharing any key gaps, risks, and opportunities for improvement. • Refreshing Client staff on effective usage and management of the Everbridge Suite, including best practices. 			

NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO

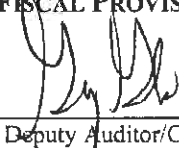
Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 1-23-18


APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 1-26-18


CONTRACTOR

Everbridge, Inc.
Contractor's Business Name*** (see instructions)


Signature of Chair, President, or Vice-President

Phillip E. Huff V.P. Controller
Name and Title

Date: 1/17/2018

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Daniel Hekier Assistant Secretary
Name and Title

Date: 1/17/2018

*****Instructions:**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required). If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required). If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).



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

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

www.everbridge.com

Exhibit A

Prepared for:

Jason Garcia
Natividad Medical Center
1441 Constitution Blvd., Bldg. 300
P.O. Box 81611
Salinas CA 93912-1611
United States
Ph: (831) 783-2375
Fax: 831.755.6297
Email: garciaj@natividad.com

Quote #: Q-09205
Date: 10/26/2017
Expires On: 1/31/2017

Salesperson: Annell Del Rio
Phone: (818) 230-9722
Email: annell.delrio@everbridgemail.com

Contract Summary Information:	
Contract Period:	24 Months

Year 1

QTY	DESCRIPTION	PRICE
172	CMS Emergency Preparedness	USD 31,132.00
Year 1 TOTAL:		USD 31,132.00

Pricing Summary:

Price:	USD 31,132.00
Year One Fees:	USD 31,132.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Annual Fees Due:	USD 31,132.00

Ongoing Fees:

Year Two Annual Fees:	USD 31,132.00
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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.

Authorized by Everbridge:

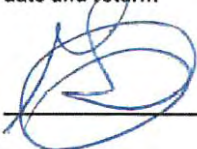
Signature: 

Date: 2.5.2018

Name (Print): FREDERICK E. HUFF

Title: VP - CONTROLLER

To accept this quote, sign, date and return:

Signature: 

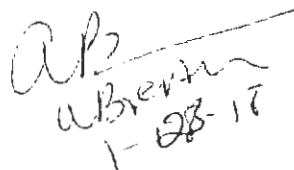
Date: 1/30/18

Name (Print): GARY R. GRAY

Title: CEO

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

THANK YOU FOR YOUR BUSINESS!


 A.P. Bretherton
 1-28-18

ADDENDUM NO. 1
TO AGREEMENT BY AND BETWEEN Everbridge Inc., AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
for (Telephone Message and Emergency Notification System) SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between Everbridge Inc., (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

- I. **Termination.** Section 3.2 of the Agreement is hereby amended and restated to read in its entirety as follows; in addition, Sections 7.1 and 7.2 are hereby deleted in light of this revision:

Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

Termination for Convenience by COUNTY. County May terminate this AGREEMENT without cause at any time on thirty (30) days prior written notice; provided, however, that it shall not be entitled to a refund of any fees then due and owing.

- II. **Invoicing.** Section 6.5 of the Agreement is hereby amended as follows with the italicized language:

CONTRACTOR shall submit such invoice ~~periodically or at the completion of services~~ *annually in advance*, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for

payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

III. **Indemnification.** Section 8 of the Agreement is hereby amended and restated to read in its entirety as follows:

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

IV. **LIABILITY.** The following language is hereby added as a new Section 8.2:

Neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, except for the indemnification obligations set forth in Section 8, in no event shall Contractor's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed five times (5X) amounts actually paid by COUNTY to CONTRACTOR hereunder during the 12-month period prior to the event giving rise to such liability.

V. **Records and Confidentiality.** Section 10 of the Agreement is hereby amended and restated to read in its entirety as follows:

10.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other Confidential Information (as defined below) received from

the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

10.2 Definition; Protection. As used herein, "Confidential Information" means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally, 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, any personally identifiable Customer Data, all CONTRACTOR Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a governmental authority or subject to a public information request. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be CONTRACTOR's Confidential Information.

10.3 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT; provided, however, that any data archived on backup tapes in the ordinary course of business shall not be returned, CONTRACTOR shall destroy this archived data as soon as it is feasible but not more than 18 months after the end of the agreement. CONTRACTOR may destroy the data by fully overwriting or destroying the tape. CONTRACTOR is required to submit to County notice indicating how the data was destroyed, date, time, and location.

10.4 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to Services performed under this AGREEMENT.

10.5 Access to and Audit of Records: Once per calendar year, upon 30 days written notice, County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to Services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three (3) years after final payment under the AGREEMENT.

VI. **Additional SaaS Provisions.** The following language is hereby added as additional provisions specific to the nature of a SaaS-based engagement:

Users; Contacts. “Users” are individuals who are authorized by NMC from time to time to use the Services 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 NMC. Users may include employees and contractors of NMC or its Affiliates (as defined below). “Contacts” are individuals who NMC designates as authorized to receive notifications or other communications through the Services and/or who provide their personal contact information to CONTRACTOR, including through an opt-in portal. If applicable to the particular Service, the number of Users and/or Contacts that may be authorized by NMC is set forth on the Quote.

NMC Data. NMC shall retain all ownership rights in all Contact data and all electronic data NMC transmits to CONTRACTOR to or through the Services (“NMC Data”). NMC represents that it has the right to authorize and hereby does authorize CONTRACTOR to collect, store and process NMC Data subject to the terms of this Agreement. NMC shall maintain a copy of all Contact data it provides to CONTRACTOR.


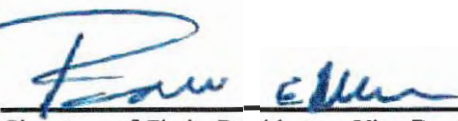
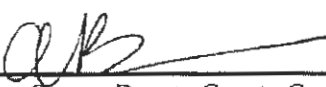

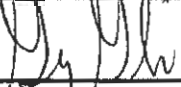
Use of Services. NMC is responsible for all activity occurring under NMC’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with NMC’s use of the Services, including its provision of NMC Data to CONTRACTOR. Where applicable, NMC shall obtain the required consent of Contacts to send communications through the Services. NMC shall use the Service in accordance with CONTRACTOR’s then applicable Acceptable Use Policy posted on www.everbridge.com. NMC shall promptly notify CONTRACTOR 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. NMC acknowledges that the Services are a passive conduit for the transmission of NMC Data, and CONTRACTOR 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 NMC 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 Services by NMC, Users or Contacts.

Grant of License. Subject to the terms and conditions of this Agreement, CONTRACTOR hereby grants to NMC, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable sub licensable right to use the Services.

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

Reservation of Rights. The Services (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 CONTRACTOR alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of CONTRACTOR and its licensors and are protected by applicable intellectual property laws of the United States and other countries. CONTRACTOR owns (i) all feedback (except for the NMC Data) provided to CONTRACTOR by Users, NMC and Contacts in conjunction with the Services, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Services, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to NMC in this Agreement, all rights in and to the Services 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 Services) are and shall remain solely owned by CONTRACTOR and its respective licensors. CONTRACTOR may use and provide Services and Professional Services to others that are similar to those provided to NMC hereunder, and CONTRACTOR may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Services or Professional Services to NMC, provided that, in each case, no NMC Data or NMC Confidential Information is disclosed thereby.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No. 1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.

<p><u>Natividad Medical Center</u></p>	<p><u>Everbridge, Inc.</u></p>
	
<p>Gary R. Gray, DO, CEO</p>	<p>Signature of Chair, President or Vice-President</p>
<p>Date 1-23-18</p>	<p>Phillip E. Huff V.P. Controller</p>
<p><u>Approved as to Legal Provisions:</u></p>	<p>Printed Name and Title</p>
 <p>Monterey County Deputy County Counsel</p>	<p>1/17/2018</p>
<p>Date</p>	<p>Date</p>
<p><u>Approved as to Fiscal provisions:</u></p>	
	<p>Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer</p>
<p>Monterey County Chief-Deputy Auditor-Controller</p>	<p>Daniel Hekier Assistant Secretary</p>
<p>Date 1-26-18</p>	<p>Printed Name and Title</p>
	<p>1/17/2018</p>
	<p>Date</p>
	<p><u>Signature Instructions</u></p>
	<p>For a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).</p>

CMS Emergency Preparedness

Everbridge's CMS Emergency Preparedness solution is designed to help hospitals and health systems remain compliant with CMS regulations while being prepared for and rapidly responding to incidents ranging from natural disasters to chemical spills to mass casualty incidents, health systems need to be able to communicate and coordinate rapidly with many constituents about how to respond to the emergency.

Mass Notification and Incident Communications

Rapidly communicate with ALL staff with a single click of a button.

- Activate emergency response teams, notify executive leadership and impacted staff with a single click of a button.
- Automated communication workflows
- 100+ Multi-modal notification end-points

CMS Ready

Take an all-hazards approach to Emergency Preparedness with Everbridge/BU HEM CMS Readiness kit including

- Pre-built communication workflows for key emergencies: *Epidemic/pandemic, Biological, Chemical, Nuclear/radiological, Explosive-incendiary, Natural Disasters*
- Multiple language support for notifying different populations.
- Integrates to Everbridge Healthcare Coalition Network (*if available*)

Mobile Response

Response teams and hospital staff are increasingly mobile

- Mobile support for launching, monitoring, and receiving notifications on on-going incidents.
- Trigger notifications and display alerts based on keywords and users sending unsolicited ContactBridge messages

Administration and Adoption

- Everbridge Management Accounts – Up to 2 private user/contact organizations to support both production and test deployment of the solution.