

AGREEMENT BETWEEN COUNTY OF MONTEREY AND EVERBRIDGE, INC.

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”, and EVERBRIDGE, Inc. hereinafter referred to as “CONTRACTOR.”

SAMPLE RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP # 10436) for TELEPHONE MESSAGING AND EMERGENCY NOTIFICATION SYSTEM, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR’S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP # 10436 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10436. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT

RFP # 10436 dated May 16, 2013, including all attachments and exhibits

CONTRACTOR’S Proposal dated June 27, 2013,

Exhibit A – Prequalification’s (pgs. 18-19)

Exhibit B – Functional Requirements (pgs. 20-26)

Exhibit C – Technical Specifications (pgs. 27-35)

Exhibit D – Security Requirements (pgs. 36-38)

Exhibit E – System Specs – Mass Notification (pgs. 39-42)

Exhibit F – Pricing (pgs. 43-48)

Exhibit G – Q&A (pgs. 49- 50)

Exhibit H – Everbridge Additional Provision (pg. 51)

- 1.2 These documents are on file with the Contracts/Purchasing Division.

- 1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, RFP #10436, CONTRACTOR'S Proposal, including all attachments and exhibits.
- 1.4 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing Services (as defined below) 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 the County, or immediate family of an employee of the County.
- 1.5 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.
 - 1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.6 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 County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF SERVICE

- 2.1 CONTRACTOR shall provide periodic security reviews and vulnerability assessments of CONTRACTOR's provided service and system.
- 2.2 To provide Telephone Messaging and Emergency Notification Systems to the County of Monterey. Per terms and conditions set forth within RFP 10436, proposal submitted by CONTRACTOR, Inc. to include addendum, attachments, and reference exhibits A – H (the "Service").

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence on October 8, 2013 through and including October 8, 2014, with the option to extend the AGREEMENT for four (4) additional one (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.

- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.
- 3.3 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.
- 3.4 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.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit F – Pricing, subject to the limitation set forth in this AGREEMENT. The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$79,234.00 for year one of the contract and not to exceed the sum of \$73,550.00 for the optional renewal years.
- 4.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of Services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.5 Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which COUNTY is responsible for paying, except for those relating to CONTRACTOR's income and any Federal Transportation Tax.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all Services rendered per this AGREEMENT shall be billed directly to the Department of Emergency Communications department at the following address:
County of Monterey Department of Emergency Communications
Attn: John Vaught – Administrative Services Assistant

1322 Natividad Rd.
Salinas, CA. 93906

- 5.2 CONTRACTOR shall reference the RFP/RFQ number on all invoices submitted to County. CONTRACTOR shall submit such invoices 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. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included in the AGREEMENT must be approved by County in writing via an Amendment.

6.0 INDEMNIFICATION

- 6.1 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 1) 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.

- 6.2 **LIMITATION OF LIABILITY.** 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 or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, 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 amounts actually paid by COUNTY to CONTRACTOR hereunder during the 12 month period prior to the event giving rise to such liability.

7.0 INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

- 7.1.1 Prior to commencement of this AGREEMENT, 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 CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

- 7.2 **Qualifying Insurers:** All coverage, 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 County's Purchasing Officer.

7.3 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:

- 7.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform 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.

- 7.3.2 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.
- 7.3.3 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.
- 7.3.4 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, 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.

7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County 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.
- 7.4.2 Each liability policy shall provide that County 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.
- 7.4.3 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 form 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 form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five 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.
- 7.4.5 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 County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County 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 County, at its sole discretion, to terminate this AGREEMENT immediately.

8.0 RECORDS AND CONFIDENTIALITY

- 8.1 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 (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.

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. 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.

8.2 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.

8.3 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.

8.4 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.

9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of COUNTY except in the event that CONTRACTOR merges, is acquired by, or transfers substantially all of its assets.

CONTRACTOR agrees to provide COUNTY with notice of any such merger, acquisition or transfer within 30 days of its occurrence.

- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S Services under this AGREEMENT.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 FORCE MAJEURE

"Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT

for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

14.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

15.0 TRAVEL REIMBURSEMENT

Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of County's Travel Policy is available on the Auditor-Controller's web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.

16.0 EMERGENCY SITUATIONS

CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide County with all available supplies, materials, equipment and/or services on a priority basis.

County expects emergency deliveries to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by County and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

17.0 BACKGROUND CHECKS

CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.

17.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.

17.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).

17.1.3 EXCEPTION: personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.

The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

18.0 WARRANTY BY CONTRACTOR

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. Time is of the essence of this AGREEMENT. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND CONTRACTOR 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.

NEITHER CONTRACTOR NOR ITS LICENSORS WARRANT THAT THE EVERBRIDGE MASS NOTIFICATION SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL CONTRACTOR HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE EVERBRIDGE MASS NOTIFICATION SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

19.0 ACCESSIBILITY

CONTRACTOR shall inform itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible.

20.0 DAMAGE

The CONTRACTOR shall be held responsible for any breakage, loss of the COUNTY's equipment or supplies through negligence of the CONTRACTOR or his employee while working on the COUNTY's premises. The CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The CONTRACTOR shall immediately report to the COUNTY any damages to the premises resulting from services performed under this AGREEMENT.

21.0 PROTECTION OF PUBLIC

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by the CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.

22.0 GUARANTEE OF MALWARE-FREE GOODS

All software/hardware purchased must be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Validation of this must be written into the contract. Malicious code or malware (short for malicious software) is defined as software (or firmware) designed to damage or do other unwanted actions on a computer system. Common examples of malware include viruses, worms, Trojan horses and spyware. Viruses, for example, can cause havoc on a computer's hard drive by deleting files or directory information. Spyware can gather data from a user's system without the user knowing it. This can include anything from the web pages a user visits to personal information, such as credit card numbers.

23.0 INTELLECTUAL PROPERTY RIGHTS

All data provided by County belongs to County. All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of County. Use or distribution of County data by

CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from County.

For systems hosted or stored on equipment not owned by County, CONTRACTOR shall furnish all data to County upon request by County at any time during the term of this AGREEMENT in a useable format as specified by County and at no additional cost to County.

Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

24.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:

Everbridge, Inc.
Attn: Cinta Putra
500 N. Brand Blvd.
Glendale, CA. 91203
Tel. No.: (818) 230-9700
FAX No.: (818) 484- 2299
Email: cinta.putra@everbridge.com

25.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted

by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

Subject to Section 3.3, CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

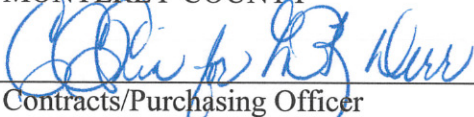
The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

Additional Provisions

The Additional Provisions attached hereto as Attachment 1 are hereby incorporated into and made a part of this Agreement as though set forth in full.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY



Contracts/Purchasing Officer

SEP 27 2013

Dated: _____

Approved as to Fiscal Provisions:



Deputy Auditor/Controller

Dated: 9-27-13

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:




Deputy County Counsel

Dated: 9-27-13

County Board of Supervisors' Agreement Number: A-12565.

CONTRACTOR

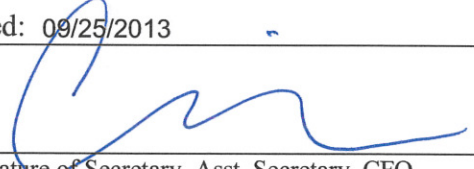
By: 

Signature of Chair, President, or
Vice-President

Marie-Laure Leglise, Vice President of Finance

Printed Name and Title

Dated: 09/25/2013

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Cinta Putra, Chief Financial Officer

Printed Name and Title

Dated: 09/25/2013

*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. 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. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Exhibit A- Pre-Qualifications



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Section 2—Pre-qualifications

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements, if required.

Everbridge is qualified and has introduced *publish* notification functionality to deploy messages by authorized clients to WEA (formerly IPAWS-CMAS). Authorized clients, such as government entities, will need to provide their COG ID (Common Operating Group ID), the Common Name (Logon Name), and the digital certificate provided by FEMA within the settings of the Everbridge system. Once this information has been provided, clients are able to send notifications and include the *publish* to WEA as a deployment option – or simply target WEA separate from any other target population.

When sending to WEA, additional fields are required (and specified) by FEMA to successfully launch the message. These fields include the Sender Agency Name (text), Event Name (dropdown), Message Status (dropdown), Message Type (dropdown), Message Category (dropdown), Urgency (dropdown), Severity (dropdown), Certainty (dropdown), Expiration Date (date field), Region Code (text), and the Message to the Public (text, max 90 characters). All fields and specifications are designated by FEMA. Once all elements have been provided and the message is sent, the Everbridge system sends a CAP-formatted message to the WEA gateway on the client's behalf to notify the public within their outlined jurisdictional areas.

Everbridge also provides a training mode for WEA notifications whereby clients may train their message initiators on the usage of the WEA functionality without actually sending a message to the WEA gateway.

Note: Approval for the use of WEA is conducted by FEMA.

Prospective CONTRACTORS must demonstrate that their proposed service, including all software, is capable of sending and receiving CAP (Common Alerting Protocol) Version 1.2 messages via the IPAWS-Open Platform. Proposed service shall be capable of sending and receiving messages through the same user interface that is used to generate TENS (Telephone Emergency Notification System) messages both in production and training modes.

Yes, Everbridge is able to demonstrate the deployment of CAP-formatted messages to WEA (CMAS) at any time. We maintain both the ability to utilize WEA in a real event (for authorized clients) or in a training mode.

Should clients desire further integration with CAP, Everbridge provides JSON based RESTful API structures to launch notifications based on any CAP message generated within the client environment. These APIs allow clients a great level of flexibility when integrating with internal systems and achieving integration points with Everbridge (for notification launches or contact management) that are not *out of the box* functionality. Additional details regarding available integration options and our APIs is available as part of the final selection process and under NDA.



Prospective CONTRACTOR's proposal shall state:

- Date that CONTRACTOR'S proposed service became IPAWS compliant
Everbridge integrates with the CMAS dissemination channel within the IPAWS platform (June 2013). Furthermore, Everbridge is CAP 1.2 compliant (Everbridge began testing in Spring 2012; compliance was achieved in October 2012). However, we do not comply or support all dissemination channels of IPAWS today.
- The full IPAWS capability will be maintained through the life of any service contract and;
To the extent of the current services outlined above, Everbridge will be maintaining this functionality for our clients in future generations of the system. Furthermore, Everbridge will be continually enhancing this functionality as client needs demand or as new generations of CAP are released. Additional information regarding potential future enhancements is not available at this time.
- That CONTRACTOR will update proposed service in a timely fashion and at no cost to County to maintain compatibility with newer versions of the Common Alerting Protocol should the Federal Management Agency create a version to succeed Version 1.2 of the CAP.
Yes, please see the previous Everbridge response.

Exhibit B – Functional Requirements



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RFP Appendix A—Functional Requirements

#	FUNCTIONAL REQUIREMENTS	Response			COMMENTS
		C	N	A	
	General Requirements				
1	CONTRACTOR must state and demonstrate upon request that their system meets Minimum Standards for Emergency Telephone Notification Systems, Document 56-003, published by the National Emergency Number Association (NENA), June 12, 2004.	X			Everbridge complies with and meets Minimum Standards for Emergency Telephone Notification Systems, Document 56-003, published by the National Emergency Number Association (NENA), June 12, 2004.
2	Must support an Application Programming Interface (API) that allows for automatically adding, updating, and removing of users. API must also support custom user fields, subscriptions, and delivery methods.	X			Everbridge has a RESTful API that uses a HTTPS connection to transfer data in real time if desired. Everbridge's Contact API allows clients to integrate our contact record management functionality with existing backend data systems such as LDAP, Active Directory, PeopleSoft, Oracle, Banner, and other SIS platforms. All data fields including custom fields, subscriptions and delivery methods can be imported through the API.
3	Must support the ability for administrators to manually add, edit, and delete message recipients from the system without CONTRACTOR intervention.	X			Monterey County will have full ability to manually manage their own data. No contractor intervention is required for administration of the system.
4	Must include a mechanism to track which user made changes, when changes were made, and include a detailed list of changes.	X			Everbridge maintains a log regarding changes made to the system. All uploads are fully logged showing when changes were made, who made the changes, including a full list of the changes made.
5	Activations do not require CONTRACTOR intervention, such as an operator.	X			Everbridge is accessible through a web portal, mobile application, or web portal. There is no action necessary from Everbridge to broadcast a message. This is completely managed by the county.
6	Must allow users to search for pre-loaded campaigns, maps, and messages using dynamic key word search; searching should not require exact name.	X			Everbridge supports notification templates that can include preloaded messages and settings including mapping settings,



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					dynamic filters, and searches. Everbridge supports “begins with” and “contains” searches that will help produce the desired data.
7	Must be able to generate notifications to listed and unlisted telephone numbers.	X			Everbridge can reach any phone number including phone numbers that require an extension.
8	Must accept a monthly upload of MSAG data provided by County. CONTRACTOR must sign nondisclosure agreement.	X			Everbridge can accept uploads of data at any interval. Everbridge will sign a NDA after review from our legal department, this is a common request and generally does not represent a hurdle to implementation.
9	Must be able to send all messages in multiple languages.	X			<p>Everbridge also supports Text-to-Speech messaging in a foreign language (ability to type a message in a foreign language and have that message delivered in the language with correct message prompts and pronunciation). Everbridge supports the following 13 distinct languages today:</p> <ul style="list-style-type: none"> • Danish • English (U.S and U.K) • French • German • Italian • Japanese • Norwegian • Portuguese • Russian • Spanish (Europe and Latin American) • Swedish <p>These languages are available at no additional cost. Translating services are not provided due to the types or errors that automatic translations can make (the building is hot vs. the building is on fire). Professional translations should be used for all messages sent.</p>



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10	Must be able to initiate sessions, activate saved messages, and create new messages from iOS and Android mobile devices as well as Windows and Mac desktop computers.	X			Any authorized user (admin based on permissions) who has internet access can launch a notification from an internet browser. In addition Everbridge has developed a solution to support any Smartphone device called the Everbridge Mobile URL. This Mobile URL can be launched from any web connected device allowing an administrator the ability to deploy a notification quickly and easily from a wide variety of non-standard devices. In addition, Everbridge has developed a series of mobile Apps for iOS and Android devices.
11	Interface must be simple, intuitive, and user friendly.	X			Using the Everbridge system, the entire message creation process is completed in a single screen and is pre-set with default preferences, expediting the time to broadcast a message while reducing human errors. For maximum efficiency, both text messages and voice messages can be created and delivered via the same broadcast. All default settings are controlled by your administrator and do not require vendor assistance. The system was designed to be intuitive and user friendly, ensuring easy message creation.
12	User shall be given the option to record a message at the time of activation (on the fly) or to use a previously recorded message.	X			Everbridge supports the following methods to record a live voice: <ul style="list-style-type: none"> • Record a new message via phone or with a microphone connected to the PC • Call in with a telephone and record a message • Select a pre-recorded voice message • Upload a .WAV file from your computer • Record directly on your mobile phone via our



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				Mobile Member application In addition to including a text-to-speech (TTS) engine which can be used with any notification, Everbridge holds US Patent # 8,149,995 covering the use of text to speech in a notification.
13	All system functionality and components available to users must be utilized through a single application; a single user interface.	X		Everbridge has designed the system to make all functions accessible to account administrators through a single interface portal. This simplifies system management for administrators.
14	Must provide simple, online registration for citizens.	X		The Member Portal is a full self-serve registration and opt-in interface largely under the direct design control of the Client. It is easy to collect opt-in information through this portal.
15	Must provide campaign tracking and time stamp database storage of sent messages for reporting.	X		Everbridge logs every messages sent from the notification platform. This includes a time stamp and tracking for each message.
16	Must be capable of answering machine detection and ability to leave a message.	X		Everbridge can determine whether a phone is answered by a live recipient or an answering machine. This result is logged and will result in the system leaving a message if configured to do so.
17	Must have the ability to resend a message that has been sent and to adjust the targeted audience of the message content.	X		Everbridge allows a message to be easily resent. In this process you can use the same or different recipients (even targeting those that responded or didn't respond to a previous message). The message content can also be adjusted in the case of an update to a situation (update to an incident, all clear, etc.)
18	Must have the ability to resend a message that has been sent and to adjust the targeted audience of the message content. (This is a repeat of # 17 above.)	X		Everbridge allows a message to be easily resent. In this process you can use the same or different recipients (even



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				targeting those that responded or didn't respond to a previous message). The message content can also be adjusted in the case of an update to a situation (update to an incident, all clear, etc.)
19	Must be able to schedule a notification for a future date and time of delivery.	X		Everbridge allows you to schedule a notification for a time in the future, or to set a recurring broadcast that will occur daily, weekly, monthly, or yearly.
20	Call recipients must be able to replay the message multiple times.	X		Everbridge allows recipients to replay a message after listening to it.
21	Must be able to select geographic areas on an online map in which notifications will be sent.	X		Everbridge has an integrated GIS platform that allows recipients to be selected geographically.
22	Must be able to edit and save a geographic area for future notification.	X		Everbridge allows you to draw, edit and save a geographic area for notification. These areas can be utilized in the future and can be stored in a catalog of shape files.
23	Must be able to exclude individual address(es) from geographic notifications.	X		Everbridge allows an address or subset of addresses to be excluded from a specific notification.
24	Must allow delivery of location only based notifications.	X		Everbridge enables notifications to target contacts based on individuals, groups, rules, or the map. Each can be used in combination with each other or completely independently. This allows delivery based on location only.
25	Must be able to restrict user access to send messages based on jurisdictional areas.	X		Everbridge allows you to restrict user access on a number of criteria. This includes static groups or dynamic groups that are defined as part of the contact management and user roles definitions.
26	The notification system has to provide the means to deliver messages to all devices including: IPAWS, landline, wireless, e-mail, SMS/MMS, and alpha and numeric pagers.	X		Everbridge supports multiple delivery methods for every message that is sent. Everbridge uses a rotational methodology that will seek a confirmation from the individual by



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					systematically working through the stored contact paths for each person.
27	Must utilize existing shape files for display and notification as well as accept uploads of new GIS files.	X			Everbridge allows shape files to be imported from standard ESRI (SHP/ZIP) or Google (KML) formats.
28	Residents, employees, and constituents must be able to register/add/edit up to five additional persons, such as parents, siblings, spouses, to their account.	X			Everbridge supports potentially an unlimited number of opt-in registrations through our member portal. Each citizen can register up to five addresses and as many contact paths as allowed by your settings.
29	Must not allow individuals to opt out of future emergency notifications.	X			Everbridge gives administrators full control of the notification system. If desired, it is possible in the member portal to prevent information from being removed.
30	Must allow individuals to opt out of non-emergency notifications.	X			Everbridge allows administrators to easily manage subscriptions, this can include the ability to give subscription preferences that include non-emergency notification types.
31	Notifications must include a programmable callback number that allows for up to ten (10) digits but will accept as few as three (3). (e.g., 911)	X		X	Everbridge allows customers to customize the ten digit caller ID that is sent for every notification. A three digit number such as 911 is not accepted for a number of reasons. One major one is that when a person misses a call as a matter of habit they will quickly call it back. This can put undue stress on your 911 operators and cause mass confusion in an already stressful time. Everbridge would be happy to share a decade of experience and best practices for messaging including caller ID and callback number strategy.
32	E-mail notifications shall be able to include attachments (drawings, maps, lists, etc.). Define any limitations and exceptions.	X			Everbridge allows up to five file attachments of 1MB each to be attached to a notification. There are no restrictions on the file type.



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33	Must allow for the import and export of all message information in a common format. (CONTRACTOR to specify available formats.)	X		Everbridge allows you to use the API to populate message content if desired. Our API utilizes a RESTful JSON based protocol. Message information can be exported through our reporting functionality as a PDF, CSV file, or also through our API.
34	Must include 24/7/365 toll-free, immediate, CONTRACTOR operated technical support phone number for County and other users staffed by on-duty technician who can send messages on our behalf in both English and Spanish.	X		Everbridge has a staffed 24/7/365 toll free support center that is operated by employees. The support center is available to assist with sending notifications if the web interface is not accessible. We do have a linguistically diverse support team, and members have the capability of sending a message in any language supported by our system. It should always be noted that messages should be approved by a native speaker prior to sending the message to prevent confusion.
35	Easily accessible descriptions of data fields in notification entry screen.	X		Everbridge has built in help and support that describes each of the fields of a notification. Our system is designed and built in an intuitive way to ensure easy message creation and sending.
36	Must allow for daily uploads of population data.	X		Everbridge allows for uploads at any interval. This could be anything including weekly, daily, or hourly uploads. Additionally a full contact integration can ensure a live 1-to-1 match of data in your system and the Everbridge system.
37-50	Functional Requirements 37-50 are blank.			

Exhibit C – Technical Specifications



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RFP Appendix B—Technical Specifications

#	TECHNICAL SPECIFICATIONS	Response			COMMENTS
		C	N	A	
	General Requirements				
1	Must provide a test environment and test plan.	X			Everbridge can provide a live test environment that can be populated with contact information within a test group. This live test system only differs in the contact database and is a true representation of the environment that administrators will access. Everbridge is willing to help develop a test plan that will ensure the county is prepared to go live.
2	Must do quarterly (or better) updates to GIS mapping.	X			Everbridge subscribes to cloud based mapping services from ESRI, Google and Bing. These systems are updated continuously as changes and additions are made to maps.
3	Must be CONTRACTOR hosted; SAS70 Software as a Service model is required.	X			Everbridge operates exclusively as a SaaS. Our application runs on SOC 2 Tier IV datacenters and has a plan for redundancy failover in the event of a disaster.
4	Must not require on-site hardware.	X			Everbridge requires no on-site hardware or software to be installed. Everything is maintained by Everbridge.
5	Must not require any integration with on-site software or hardware (excluding Web browser).	X			The Everbridge user interface only requires a web browser. There is no specialized software or hardware required to access the system.
6	Must be 100% IPAWS Functional – See Section 7.1 for additional detail.	X			Everbridge complies. Everbridge is certified as a gateway for IPAWS/CMAS. Authorized clients, such as government entities, will need to provide their COG ID (Common Operating Group ID), the Common Name (Logon Name), and the digital certificate provided by



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				<p>FEMA within the settings of the Everbridge system. Once this information has been provided, clients are able to send notifications and include the Publish to IPAWS/CMAS as a deployment option - or simply target IPAWS/CMAS separate from any other target population.</p> <p>When sending to IPAWS/CMAS, additional fields are required (and specified) by FEMA to successfully launch the message. These fields include the Sender Agency Name (text), Event Name (dropdown), Message Status (dropdown), Message Type (dropdown), Message Category (dropdown), Urgency (dropdown), Severity (dropdown), Certainty (dropdown), Expiration Date (date field), Region Code (text), and the Message to the Public (text, max 90 characters). All fields and specifications are designated by FEMA. Once all elements have been provided and the message is sent, the Everbridge system sends a CAP-formatted message to the IPAWS/CMAS gateway on the client's behalf to notify the public within their outlined jurisdictional areas.</p> <p>Everbridge also provides a training mode for IPAWS/CMAS notifications, whereby clients may train their message initiators on the usage of the IPAWS/CMAS functionality</p>
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				without actually sending a message to the IPAWS-CMAS gateway.
7	Must have CMAS capability independent of IPAWS as soon as technology is available in County's area.	X		See response 6.
8	Must be capable of storing contact information of 1 million individuals.	X		Everbridge complies. Customers such as the state of Connecticut and the City of Boston have over 1 million contacts.
9	Must be capable of processing simultaneous activations without call lists being placed into queue for later delivery.	X		Everbridge can send multiple notifications simultaneously to different audiences. The system will not require one broadcast to be completed before the other one begins. Both notifications will occur at the same time.
10	Must be able to send messages via TDD/TTY without the aid of a relay operator.	X		Everbridge fully supports TDD/TTY.
11	Must be able to set TDD/TTY as a global default.	X		TDD/TTY can be set as a default delivery method.
12	Must be provided through a service supported by back-up operations geographically separated and redundant architecture (alternate hosted facility).	X		Everbridge maintains an active-active infrastructure. The redundant infrastructure ensures that the system is available even in the event of a failure. The datacenters are in geographically diverse locations ensuring that a regionalized disaster will not prevent us from sending messages.
13	Must make data available to the County at all times.	X		All data stored in the Everbridge system is continuously available to the county.
14	Must allow County to be able to access and modify data at any time.	X		County administrators can log into the Everbridge system and manage data and settings at any time.
15	County must retain ownership of data; data must be returned to County upon termination of contract.	X		Everbridge will not hold your data hostage if you ever decide to terminate our contract. The county will have a set period to export the data, after this it will be



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					purged from the system and overwritten or destroyed in line with our data destruction policies.
16	Must retain in progress work after a system timeout due to user inactivity or connection failure.	X			All data in the Everbridge system is stored on our datacenters. Logging out of a workstation or losing connection will not cause any saved work to be discarded.
17	Database must be searchable by any field (phone number, name, street, city, ZIP code, etc.)	X			Everbridge provides an advanced search capability that allows you to search any piece of data that is in the contact database.
18	CONTRACTOR must provide and host a sign-up page. Smartphone app for citizen signups is a desirable feature.	X			Everbridge maintains a member portal that allows for citizen signups. The page is fully accessible from smartphones through the web browser. Everbridge has a recipient application built to receive messages.
19	County must be able to query on any field/fields in the database.	X			Everbridge provides an advanced search capability that allows you to search any piece of data that is in the contact database.
20	Must have customizable fields in the database.	X			Everbridge allows for an unlimited number of custom fields in the database. These fields can contains items such as subscriptions, special needs, specialized skills, and response teams.
21	Must be capable of generating reports of who was contacted, and who was not contacted.	X			Everbridge has a rich advanced reporting feature that allows all fields in the member database and notification history to be used to generate a report. This includes the request of finding who confirmed or didn't confirm a notification.
22	Must be able to provide on-screen reports of all notifications.	X			Everbridge provides on screen reporting of notifications. All notifications can be examined in the user interface. Real-time information is collected in the interface, allowing you to monitor results and to



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				send follow up information to the appropriate audience at the appropriate time.
23	Maps, databases, saved messages, and reports must remain saved and available on the application until contract is terminated.	X		Everbridge stores up to 18 months of data directly in the user interface. Reports can be exported at any time to contain all data regarding a notification.
24	Full system functionality shall be available to County during all testing and upgrades.	X		Since Everbridge maintains an active-active infrastructure, it is possible for us to perform system upgrades while the system remains online. We can achieve this by upgrading a single datacenter while another handles system load.
25	CONTRACTOR shall ensure that all data is retained, and if necessary, reloaded after any hardware or software upgrades.	X		Everbridge performs all system maintenance, handling the database, upgrades and migrations. This process is seamless and invisible to our customers.
26	Reports must be downloadable in Excel or other common format.	X		Everbridge allows reports to be exported in CSV, Excel, PDF and JSON formats.
27	Reports must be searchable by date range and/or specifics: last 30 days, 7 days, etc.	X		Everbridge provides a near infinite number of filters that can return only the information desired. This can be a date range, type of message, specific content, etc.
28	Reports must be searchable by user (who sent the message) or location of the message.	X		This is a field that can be utilized in the custom reporting within the Everbridge system.
29	Reports must include: Success percentage and the actual number (and define what makes it a "success") as well as failures by percentage and actual number (define failure: network error, busy signal? Etc.). Include the number or count of each type of service: landline, cellular, text, etc.	X		Everbridge provides all this information in addition to the number of each type of contact and their response path. Everbridge considers a "success" as a confirmation of receipt. This is more than reaching a number or an answer machine. A confirmation requires an actual action by the recipient. This will be a response via email or SMS, or a key press



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				on a phone call. This ensures we have reached an actual contact, and not just placed a successful message.
30	Reports must include: start and stop time, type of message or subject of message, size of the message, success of each service type, who initiated the message.	X		Everbridge includes all this in our reporting functionality. This is just the beginning as we can reference any field in the member database or notification history. Everbridge has a dynamic fully featured reporting engine that ensures you can document your history.
31	Must be able to download report into file of last (specific number of) activations with basic information in a readable format (Excel, Access). Executive Summary reports as well as detailed report levels.	X		Everbridge Mass Notification is capable of tracking message delivery and acknowledgment of receipt. All reporting information is available in real time, as it is collected from the target recipients. Reports are available in HTML, PDF, and CSV formats.
32	Must be able to generate reports by activations by user, location, and/or date.	X		Everbridge provides several levels of real-time reporting. First, our Dashboard provides high level graphical reporting for both in progress and historical notifications. Second, after launching any notification, the Active Notification/Notification History tab is displayed which provides additional graphical high level reporting details for any notification campaign launched. These reports can be investigated further to determine all notification options configured, summary status information (confirmation by status and path) and full delivery details. This information is exportable in CSV and PDF formats. Finally, our Ad-Hoc Reporting provides custom



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				reporting whereby clients have the ability to define the reports as they see fit. This includes the selection of data fields to include, filtering options, export options (HTML, CSV, PDF), and the ability to save reports for later use.
33	CONTRACTOR reports must include at a minimum: answer, answering machine, busy, ring, no answer, operator intercept, fax, defined Telco network error, etc.	X		Reports can be customized to determine all notification options configured, summary status information (confirmation by status and path) and full delivery details.
34	Can query the database on any field, or any combination of fields, in the database to create lists.	X		Ad-Hoc Reporting provides custom reporting whereby clients have the ability to define the reports as they see fit. This includes the selection of data fields to include, filtering options, export options (HTML, CSV, PDF), and the ability to save reports for later use.
35	Must be able to throttle messages to at variable rates. Please describe.	X		To help ensure notifications are received by the target recipients, Everbridge designed a truly rotational contact methodology which leverages multiple contact delivery paths such as telephone calls, native SMS, IM, and e-mail (and many more). This provides a natural call throttling ability. The system will rotate through each target recipient's devices, individually, and seek confirmation. Once confirmation is received, it is registered with the Everbridge system and no further notifications are deployed to that contact. However, if the contact does not confirm, the Everbridge system rotates to the next available device for the target recipient and attempts to contact them



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				<p>again, seeking confirmation. This process continues until the contact confirms or until the broadcast duration and/or contact cycles have expired.</p> <p>The rotational contact methodology further allows the Everbridge system to automatically handle the “last mile” issues by simply side-stepping any congested or non-available network(s) and attempting to contact the target recipient on their next available device (potentially on a different network or using a different technology entirely). In addition, this system of rotating through multiple contact paths provides an inherent throttling capability that not only increases reliability of communication streams but also reduces overall congestion on various carrier networks.</p> <p>Finally, for those clients who understand limitations in their internal voice infrastructure (such as a limited number of phone lines available in an office space with a large amount of people), Everbridge offers client definable broadcast throttling capabilities. This allows clients to fully define an unlimited number of global dialing string, and when Everbridge places any calls to these “dialing patterns”, the volume of calls simultaneously placed will be throttled based on the client’s defined maximum. If a telephone number dialed does not meet the defined</p>
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				<p>throttling pattern, a default throttling volume can be used as a "fall back" – or throttling may be skipped altogether.</p> <p>This blend of rotational delivery and our global throttling flexibility provides our clients with high degrees of flexibility when handling diverse notification target environments and this functionality is not available in any other product on the marketplace.</p>
36	Data of any kind (maps, campaigns, citizen data, reports, saved messages, etc.) must never expire or be removed from the system for any reason by CONTRACTOR without explicit instruction by County until termination of Contract.	X		<p>Maps, citizen data, reports and notification templates do not expire and will not be removed from the system without County Administrator interaction. Notification history is maintained in the system for 18 months.</p>
37-46	Technical Specifications 37-46 are blank.			

Exhibit D – Security Requirements



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RFP Appendix C—Security Requirements

#	SECURITY REQUIREMENTS	Response			COMMENTS
		C	N	A	
1	Data must be hosted offsite on secure SSL v3 or higher servers.	X			<p>The SOC Type-II datacenters utilized by Everbridge for the ACT-SaaS production environment provide reliable, secure, and scalable services. Security controls include:</p> <ul style="list-style-type: none"> • On-site security personnel 24/7/365 • Indoor and outdoor video surveillance • Automated alarm systems • Employee access controls • Biometric scanners • Security escorts to and from cage or rack • Physical bag search (e.g. purses, etc.) • Laptop computer restrictions and registration • Property passes for removing or introducing hardware
2	Denote the location where the data will be stored and if it will be replicated elsewhere.	X			<p>Everbridge uses top-tier Century Link CyberCenters that are located in Burbank, CA and Denver, CO. The data centers are maintained in an Active-Active configuration which means that data is continuously replicated between the two, maintaining our multiple data centers in sync with one another.</p>
3	Encrypted username/password with firewall protection. Multifactor authentication recommended for County Administrators.	X			<p>Everbridge requires a 256-bit HTTPS connection to access the platform. All connections are authenticated with a valid username and password.</p>
4	Server must use logging.	X			<p>Everbridge enables active monitoring, intrusion detection, and logging of all events, on all components,</p>



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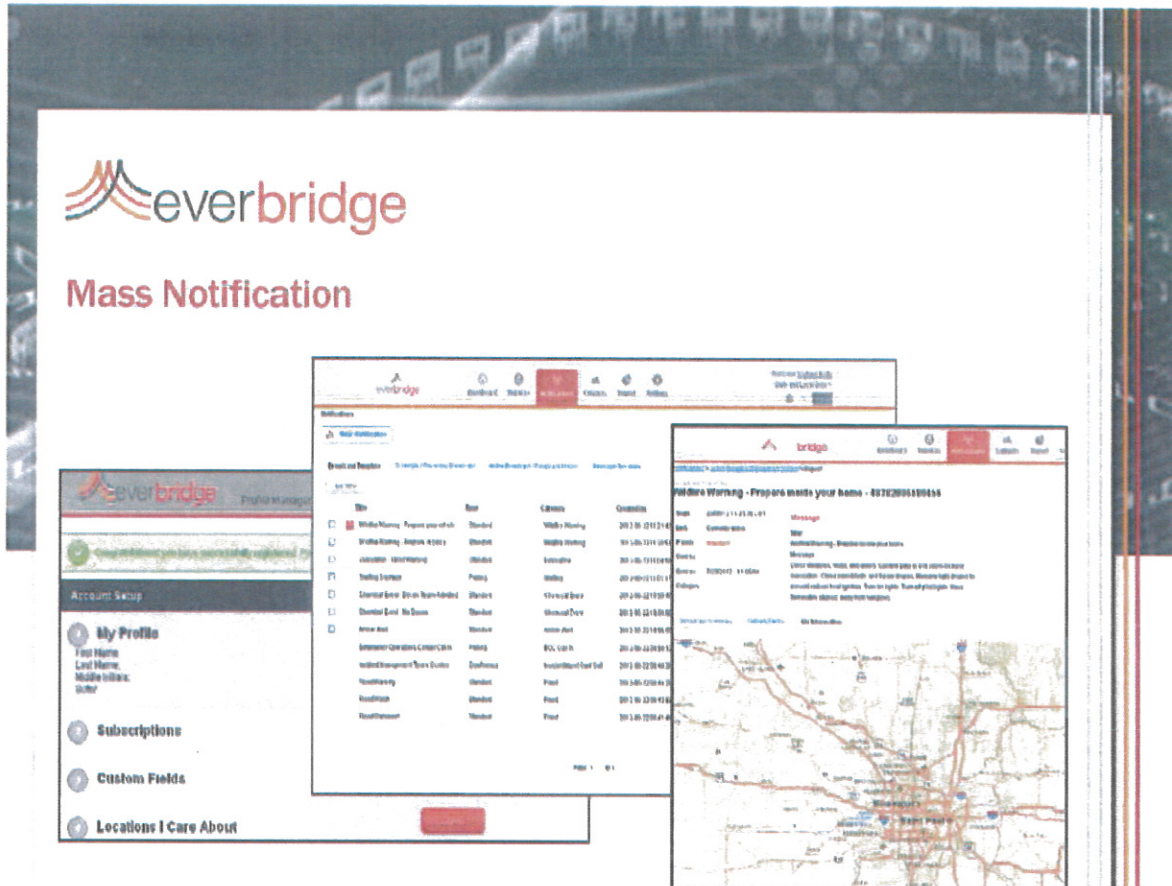
				within all tiers of the ACT-SaaS infrastructure. The monitoring tools consist of both network based IDS devices scanning all network traffic, and host-based probes that are designed to detect any activity outside of normal application traffic and performance. If a monitor detects any unusual or suspicious activity, the monitoring tool generates an automated alert that is immediately investigated by our on-call support team. We do not share additional internal system performance information/metrics or client deployment information with any outside party to maintain confidentiality.
5	Denote who will have access to the data.	X		<p>Everbridge employees with backend data system access are granted only the access that they need for a specific purpose. Users are always given the least access that is needed for a specific task. Operating system accounts and platform accounts require changes every 90 days.</p> <p>Account administrators will control who is given access to the system. In some cases this may include Everbridge employees with training or set up roles in the system. These employees may be implementation specialists, trainers, and account managers. County Administrators will control all other Users and their permissions.</p>
6	Product shall support HTTPS.	X		Everbridge requires a 256-bit HTTPS connection to access the platform.



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7	List controls in place to ensure the safety of stored data. Monitoring by CONTRACTOR for unauthorized activity and timely notification of potential data security breaches; regular security reviews and vulnerability assessments as part of Service Agreement.	X			Everbridge constantly reviews all aspects of the ACT-SaaS infrastructure to ensure that the system monitoring, intrusion detection, and audit logging capabilities are meeting the current security challenges in the marketplace. Should the on-call support team become aware of a breach or issue on the internal Corporate or SaaS network, Everbridge is able to quickly disable any part or the entire infrastructure.
8	Ensure backup of data is not comingled with other customers' data.	X			Everbridge contracts with industry leader Iron Mountain for off-site backups. Prior to transport all client data is encrypted and stored on barcoded media. The media is transported by bonded carriers in locked containers. The media is offloaded inside Iron Mountain's secure warehouse for storage.

Exhibit E – System Specs - Mass Notification



Overview

Everbridge Mass Notification enables users to send notifications to individuals or groups using lists, locations, and visual intelligence. This comprehensive notification system keeps everyone informed before, during and after all events whether emergency or non-emergency. Discerning customers choose Everbridge Mass Notification for its robust analytics, GIS capabilities, flexible, customizable contact management system and a unique "globally local" approach that makes it simple to notify or manage contacts and/or manage contact data across multiple distributed data stores from a single access point.

- + Citizen Protection and Life Safety
- + Emergency Response and Management
- + Continuity of Operations
- + Developing Your Notification Program
- + Power outages

ANTICIPATE, TARGET, COMMUNICATE

- + Intelligent, personalized message delivery is about targeting the individual and not the device. Escalation follows the order of contact preference designated by the recipient and stops once the recipient confirms receipt.
 - + GIS-based message targeting to quickly and easily send messages to recipients in a specific geographic region defined by zip code, street address, radius from a specific point, or other attribute. Specify a location with user-friendly drawing tools or even upload shape files from other applications for on-the-fly notifications to targeted geographic areas.
 - + Support for up to 13 contact paths is included, providing flexibility in broadcasting messages to virtually any communications device, including desktop alerts, in addition to supporting escalation workflow throughout the organization.
 - + Build events for one-click sending during incidents. Set up notification templates with pre-determined contact lists and pre-defined messages for faster communications in a crisis.
 - + Quickly resend notifications to recipients, or send follow up messages to all or a sub-set of recipients for tracking within the same incident or event.
 - + Flexible call-throttling capabilities empower system administrators to configure rules based on their infrastructure's capacity.
 - + Segregate your management and operating structure into multiple notification environments. Separating by geography, department/function, country or other criteria provides maximum security and flexibility.
 - + Web Posting allows notifications to automatically be published to systems such as: Public Websites, Intranets, Internal Systems, and Social Media.
- + Globally local call routing increases the delivery speed and volume of voice notifications; your global calls will be initiated using providers that are local to the call recipient.
 - + Customized global caller ID enables you send a single notification anywhere in the world with a caller ID can be customized per country and is local and familiar to the call recipient.
 - + Store your data locally and securely in your country of preference and comply with the regulatory requirements of that locale.
 - + An organization with multiple, distributed data stores does not need to do anything special in order to access or manage this contact data or notify contacts. A unified access point makes the location of data transparent to the user.
 - + Designed to meet the highest standards for regulatory requirements and handling of PII worldwide, including encryption of data at rest, if needed.

GEO-INTELLIGENT TOOLS

- + Save and organize critical and often-used shapes and boundaries to improve communication speed and accuracy.
- + Create or import regions for one-time use or categorize and store to the Region Library for reuse later.
- + Dynamic search, filtering and targeted alerts allow you to view the locations of special needs populations, subscribers to specific alert types, fire districts, police stations, and more.
- + Load, geo-code and manage contact data within a single interface and in real-time.
- + Search address, location or point of interest and exclude contacts based on location or other attributes.

ADVANCED MOBILITY AND CONNECTIVITY

- + Bring the power and security of communications and incident management to mobile devices everywhere, even under adverse network conditions.
- + Support for multi-platform smart phones and tablets including Apple® iOS and Android™ devices are provided.
- + Benefit from reporting and analytics with a native interface designed for the operating system of the device.
- + Send notifications with a multiple-choice question with up to nine different responses or "I'm OK" citizen wellness information.

GLOBAL READY

- + Personalize your reach to a global audience by broadcasting messages globally, in any language.
- + Multilingual text-to-speech capability enables you truly to localize communications.

FLEXIBLE, CUSTOMIZABLE CONTACT MANAGEMENT

- + Easily automated bulk, partial and full updates utilizing a secure, industry standard method for data transfer.
- + Update groups and custom fields without compromising information from HR systems.
- + Organize and categorize contact data in a way that is meaningful to your organization.
- + Search or filter contacts on any attribute or combination of attributes within the contact's profile.
- + Easily notify contacts and/or manage contact data across multiple distributed data stores from a single access point.
- + Data can be populated from several sources and geo-coded. 911 data can be kept separate for emergency-only usage.



REPORT, ANALYZE, UNDERSTAND

- + Comprehensive, robust analytics and reporting capabilities provide the actionable intelligence needed to enhance your continuity and resiliency, as well as measure your communication program's effectiveness and to continually improve its efficiency.
- + Armed with powerful, accurate incident analyses in real-time, decision-makers are empowered to make changes on-the-fly, leading to better results.
- + Launch frequently requested reports on-the-fly with Quick Reports.
- + Provide summary and detailed after-action reports for continuous improvements as well as management and regulatory compliance.
- + Easily enhance exported reports with off-line creation of pivot tables and cross-referencing.

POSITIVE USER EXPERIENCE

- + Comprehensive and intuitive administrator interface to manage settings, limits and defaults.
- + Separate user and contact management that uses role-based access controls.
- + Account and Organizational hierarchy structure.
- + Comprehensive self-service administration.
- + Mass Notification provides branded, customizable profile management portals to administer both publicly available and private (invitation only) opt-in. Both are accessed via a link on your website that directs participants to the opt-in interface.
- + Public and private portals are Section 508 compliant and include field-level view/read/write access controls. The intuitive interface enables recipients to quickly and easily manage their preferences including contact information, locations they care about, alert preferences and more.

SUMMARY

Whether you need to immediately contact stakeholders or to manage nonemergency tasks like tests and peak usage, Everbridge's reliable and easy-to-use system keeps everyone up to date. Everbridge offers a single platform for all critical communications, so that you can better protect life and property, meet regulatory requirements, and improve operational efficiencies.



The Everbridge Difference

Scalability

Everbridge's next generation elastic infrastructure delivers unmatched scale and performance. It incorporates real-time intelligent monitoring of system demand to ensure optimal notification delivery performance. So when spikes in demand occur, the system's architecture seamlessly taps into a near-infinite amount of capacity and processing resources to satisfy all notification delivery needs – without failures or bottlenecks.

Patented Innovation

Everyone says that they lead the industry in innovation – but Everbridge has been granted more patents than any other mass communication vendor. These patents underscore Everbridge's vision, industry expertise and technology proficiency in mass communications and reflect the advancements that Everbridge has contributed to the communications industry within the areas of notification systems, geo-notification systems, text-to-speech and speech-to-text notifications.

Secure & Compliant

The Everbridge Solutions Suite features a proprietary ACT-SaaSSM service, an advanced Software-as-a-Service (SaaS) delivery model on a cloud infrastructure with multiple data centers in active-active configuration. Everbridge is the only incident notification provider to offer this level of security, performance, and availability. Leveraging the benefits of Emergency Notification for Cloud ComputingTM helps lower the cost and increase the power of communications, provides flexibility, and creates a more secure computing environment without software, hardware, or internal telephone networks to purchase and maintain.

About Everbridge

Everbridge provides industry-leading interactive communication and mass notification solutions to organizations in all major industries and government sectors. Everbridge solutions increase connectivity to key audiences, automate communication processes, and integrate recipient feedback, data feeds, and social media in a single communications console. Ultimately, these solutions provide the insight and infrastructure that help clients save lives, manage critical activities and improve the efficiency of daily operations.



WWW.EVERBRIDGE.COM

Exhibit F - Pricing



County of Monterey
Telephone Messaging & Emergency Notification System

Section 5—Pricing (Attachment A) & Warranty

CONTRACTOR shall complete and submit pricing as per ATTACHMENT A – PRICING SHEET attached hereto.

Please see on the following page Attachment A – Pricing Sheet. We have also included as a supplement a detailed Everbridge price quote which provides a comprehensive overview of the Mass Notification solution inclusions as well as costs.

Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

The Everbridge system is a Software as a Service (SaaS) solution that does not require customers to install or manage any hardware or software. As such, it does not lend itself to the provision of a warranty in the traditional sense. Everbridge performs all system updates and maintenance for the life of the contract at no additional charge to the customer.



Attachment A—Pricing

CONTRACTORs to submit tiered pricing information at different levels of use with cost for exceeding allotted use. CONTRACTORs to include setup costs, maintenance, and annual price increases. Pricing to include: pricing for emergency notification service only as well as emergency notification with non-emergency community notification service.

	Unlimited Use	Tier 1 - # of Minutes, Texts, Activations	Tier 2 - # of Minutes, Texts, Activations	Tier 3 - # of Minutes, Texts, Activations
Emergency Notification Only – Unlimited Administrators	It is assumed with this model that the customized opt-in page options are not going to be used, 911 data and standard opt-in of additional contact paths only? If the above is an accurate description, then system will be: \$59,000.	The price as presented is for unlimited emergency use of all call types, all call paths.	The price as presented is for unlimited emergency use of all call types, all call paths.	The price as presented is for unlimited emergency use of all call types, all call paths.
Emergency & Community Notifications – Unlimited Administrators	\$73,550	N/A – Completely Unlimited Use	N/A – Completely Unlimited Use	N/A – Completely Unlimited Use
Annual Maintenance	\$73,550 or \$59,000 if Emergency Notification Only is selected as the use model.	N/A – Unlimited System Use		N/A – Unlimited System Use
Setup Cost	\$5,684	\$5,684	\$5,684	\$5,684
Annual Price Increase	N/A. Price is for 1 year with five 1-year options as presented. No price increase from year to year.			



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Glerdale, CA 91203 USA

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fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00008329
Confidential
1 of 3
Exhibit B

Prepared for: Gina Encallado
Monterey CA, County of - PF185
1322 Natividad Road
Salinas, CA 93906
(831) 796-1336
831-796-6441
encalladogl@co.monterey.ca.us

Quotation Date: June 22, 2013
Quote Expiration Date: October 31, 2013
Rep: Patrick Stuver
(818) 230-9724
patrick.stuver@everbridgemail.com

Contract Summary Information

Contract Period: 1 Year
Contract Optional Years: 5 Years

MN Contacts up to: 5,000
MN Households up to: 145,000

ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Mass Notification (MN) with Unlimited Domestic Non-Emergency Minutes	Recurring	1	\$71,050.00	\$71,050.00
Everbridge CMAS/WEA Notification	Recurring	1	\$2,500.00	\$2,500.00



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2 of 3

Exhibit B

Pricing Summary:	
Year One Fees*	\$73,550.00
One-time Implementation and Set Up Fees:	\$5,684.00
Total Year One Fees:	\$79,234.00
Optional Year(s) Ongoing Annual Recurring Fees:	\$73,550.00

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of the Everbridge Services Agreement.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)



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3 of 3

Exhibit B

Supplemental Notes:

Quote is for an ANNUAL UNLIMITED USE system which includes:

Unlimited use – all contact or call types: Phone (Home, Cell, Work, Other), SMS (SMPP and SMTP), email (multiple accounts per person), TTY/TDD, Member Application (location based notifications) as well as other paths as they become available

Unlimited administrators

Unlimited ongoing training

All system updates

Mass Notification tools

Custom Citizen/Business Opt-In Page design and hosting (provides portal for collecting additional contact paths of citizens and businesses)

This pricing package provides for up to 145,000 households/businesses and up to 5,000 employees or other associated team members as identified by the county.

Everbridge has designed the system to provide interoperable communications for all cities, towns and agencies in the county. As part of that design it is expected various teams (such as CSU/MB personnel, various emergency directors from hospitals and surrounding areas etc) would be included under the notification program.

If the university is considering a system for their unique use it is recognized that any student can opt in through the county opt in portal and identify themselves as a student in order to receive notifications of various types via the system as quoted. It is however suggested that if this is the goal the university consider contracting for its own unique organization or system which would be networked but unique from the county system.

Benefits of a university specific system:

Custom Caller ID

Custom greeting identifying the university when calling

Custom student opt in page with programs and identifying characteristics unique to student population (such as dorm number, program or other student organization with unique communications needs)

Full SMART University Notification Suite which includes both the Mass Notification (MN) platform as well as the Interactive Visibility (IV) services

The organizations will be able to network their systems if needed. The price offered to the university is discounted off our standard pricing due to the relationship between the two entities. If the university intends to only enter their personnel and students through the opt in process into the county system the price as presented is the correct price.

If the university would like to adopt their own system with the benefits outlined above than the annual fee as presented would increase by \$6,000 providing a system for the 6,000 students. The system will also have unlimited annual use.

Authorized by Everbridge:

To accept this quote, sign, date and return:

Signature

Date

Authorized Signature

Date

Print Name

Title

Print Name

Title



SYSTEM INCLUSION
Confidential

Everbridge Mass Notification

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Usage

- Unlimited US Emergency and Critical Messaging
- Unlimited US Non Emergency Messaging

Access

- 1 Organization
- Single Location Contact Data Store (in USA, UK, Canada)
- Unlimited Administrator Access to the Everbridge System
- Unlimited Nested, Static and Dynamic Groups

Key Notification Features

- Integrated Geo Notification Capability
- InstaBridge Accessibility for Conference Calls
- Polling Accessibility for Active Data Collection
- Integrated On-the-Fly and Aggregated Notification Capabilities
- Multiple Language Text to Speech Access
- Interactive Dashboard for Organizational Activity Summary
- Up to 13 Contact Paths
- Graphical and Ad-Hoc Reporting
- Unlimited Notification Templates
- Unlimited Custom Fields, and Opt In Subscriptions

Contact Data Management

- Self-service Single Contact Record Adjustments
- Self-service Contact Import via CSV Upload
- Bulk Contact Management Automation via Secure FTP

Mapping Tools

- Automatic Real-time Geocoding
- Redundant Standard Background Maps
- Shape and polygon Management System

Additional Resources

- Mobile Notification Initiation Applications for iOS and Android
- Customer Branded Public or Private Contact Self Serve Portal

Set-up & Implementation

- Dedicated Implementation Specialist / Project Manager
- Self Service Administrative Set-up, Configuration and Default Preferences
- Initial Member Data Upload and Test Broadcast
- Unlimited Access to Everbridge University

Better Decisions

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Exhibit G – Q & A's

- **Where will my data be stored?**

Everbridge uses top-tier Century Link CyberCenters that are located in Burbank, CA and Denver, CO. The data centers are maintained in an Active-Active configuration which means that data is continuously replicated between the two, maintaining our multiple data centers in sync with one another.

- **Who will have access to my sensitive data?**

Everbridge employees with backend data system access are granted only the access that they need for a specific purpose. Users are always given the least access that is needed for a specific task. Operating system accounts and platform accounts require changes every 90 days. Account administrators will control who is given access to the system. In some cases this may include Everbridge employees with training or set up roles in the system. These employees may be implementation specialists, trainers, and account managers. County Administrators will control all other Users and their permissions.

- **What controls do you have in place to ensure safety for my data while it is stored in your environment?**

The data centers are maintained in an Active-Active configuration which means that data is continuously replicated between the two, maintaining our multiple data centers in sync with one another.

Everbridge enables active monitoring, intrusion detection, and logging of all events, on all components, within all tiers of the ACTSaaS infrastructure. The monitoring tools consist of both network based IDS devices scanning all network traffic, and host-based probes that are designed to detect any activity outside of normal application traffic and performance. If a monitor detects any unusual or suspicious activity, the monitoring tool generates an automated alert that is immediately investigated by our on-call support team. We do not share additional internal system performance information/metrics or client deployment information with any outside party to maintain confidentiality.

- **What type of employee / contractor screening you do, before you hire them?**

Everbridge performs a rigorous background check on all Everbridge employees who will have access to technology infrastructure or client data. We use Mega Group Online for background checks, these checks include: Address verification, Social Security number confirmation, Driving records, Courts of General Jurisdiction (Felony index, 7-year scope), Tax Lien and judgment filings (10-year scope), Bankruptcy filings (statewide), Consumer Credit Report summary, Court of General Jurisdiction Civil Records (7-year scope), Education verification (highest degree), Professional license/certificate verification, Employment verification (three prior employers), Criminal misdemeanors (7-year scope). Additionally, all Everbridge employees, prior to employment, are required to submit and pass a drug test. These tests are conducted by Qwest Diagnostics.

- **Will my data be replicated to any other datacenters around the world (If yes, then which ones)?**

Everbridge uses top-tier Century Link CyberCenters that are located in Burbank, CA and Denver, CO.

- **What is your Disaster Recovery and Business Continuity strategy?**

Everbridge operates exclusively as a SaaS. Our application runs on SOC 2 Tier IV datacenters and has a plan for redundancy failover in the event of a disaster.

- **Is your Cloud Computing service SAS70 compliant? - Everbridge operates exclusively as a SaaS. Our application runs on SOC 2 Tier IV datacenters and has a plan for redundancy failover in the event of a disaster**

- **Do you offer single sign-on for your services?**

As an emergency communications tool, the Everbridge service has been designed to ensure clients' ability to access it even under crisis conditions. Any form of Single Sign-On (SSO) that requires validation against a system outside of Everbridge's control introduces a potential point of failure as well as dependencies on the customer's network. If the client's authentication environment is unavailable for any reason, it creates a situation where the emergency communication tool could be unusable. In order to avoid this dependency Everbridge does not currently integrate directly into Active Directory, LDAP, or other Single Sign-On systems.

- **How do you detect if an application is being attacked (hacked), and how is that reported to me and my employees?**

Everbridge constantly reviews all aspects of the ACT-SaaS infrastructure to ensure that the system monitoring, intrusion detection and audit logging capabilities are meeting the current security challenges in the marketplace. Should the on-call support team become aware of a breach or issue on the internal Corporate or SaaS network, Everbridge is able to quickly disable any part or the entire infrastructure.

Everbridge enables active monitoring, intrusion detection, and logging of all events, on all components, within all tiers of the ACTSaaS infrastructure. The monitoring tools consist of both network based IDS devices scanning all network traffic, and host-based probes that are designed to detect any activity outside of normal application traffic and performance. If a monitor detects any unusual or suspicious activity, the monitoring tool generates an automated alert that is immediately investigated by our on-call support team. We do not share additional internal system performance information/metrics or client deployment information with any outside party to maintain confidentiality.

- **Will I have full ownership of my data?**

Everbridge will not hold your data hostage if you ever decide to terminate our contract. The county will have a set period to export the data, after this it will be purged from the system and overwritten or destroyed in line with our data destruction policies.

- Will you provide me my data in a readable format – Pdf, Excel, Access? - Everbridge allows reports to be exported in CSV, Excel, PDF and JSON formats.
- Do you offer a way for me to run your application locally and how quickly I can revert to the local installation? - No
- Data Classification: Consider the sensitivity of your data before making a decision of whether or not to put it in the cloud. – N/A
- Encryption: Encrypt sensitive, protected data before placing it in the cloud.

Everbridge contracts with industry leader Iron Mountain for off-site backups. Prior to transport all client data is encrypted and stored on barcoded media. The media is transported by bonded carriers in locked containers. The media is offloaded inside Iron Mountain's secure warehouse for storage.

- Authentication: Consider requiring multifactor authentication for access to cloud computing resources.

Everbridge requires a 256-bit HTTPS connection to access the platform. All connections are authenticated with a valid username and password. – The Everbridge service has been designed to ensure your ability to access it even under crisis conditions. As such, multi-factor authentication (typically implemented as "something you know, and something you have") could prevent users from successfully logging in to send emergency communications when emergency strikes. Everbridge has opted not to provide multi-factor authentication to ensure your emergency communication are available when you need them, no matter what the situation at hand.

- Vulnerability Assessment: Include a requirement for regular security reviews and vulnerability assessments as part of the service level agreement with the provider.

Everbridge shall provide periodic security reviews and vulnerability assessments. See Section 2.1 of Agreement.

- Monitor: Require close monitoring of cloud computing resources by providers for unauthorized activity.

Everbridge constantly reviews all aspects of the ACT-SaaS infrastructure to ensure that the system monitoring, intrusion detection, and audit logging capabilities are meeting the current security challenges in the marketplace. Should the on-call support team become aware of a breach or issue on the internal Corporate or SaaS network, Everbridge is able to quickly disable any part or the entire infrastructure.

- Backup: Ensure that your backup data is not comingled with other customers.

Everbridge contracts with industry leader Iron Mountain for off-site backups. Prior to transport all client data is encrypted and stored on barcoded media. The media is transported by bonded carriers in locked containers. The media is offloaded inside Iron Mountain's secure warehouse for storage.

- Notification: Require providers to provide timely notification of any potential data security breach.

Everbridge maintains a well-defined Incident Response Plan which covers information security breaches, among other things. We take every effort to ensure a client's data is protected from loss or unauthorized access. These efforts encompass network security, hardware security, access privileges, software security using industry-standard procedures, and employee security awareness training. However, in the unlikely event that Everbridge personnel become aware of any compromise in security or client data, Everbridge executes the following procedures:

- Determine the scope of the data compromised and scope of breach
- Report breach description, data compromised, and clients affected
- Contact affected clients via Client Services outreach to established account contacts
- Re-start services, if applicable
- Implement corrective action

- Investigations: Require providers to provide timely assistance in fulfilling investigation and audit requirements.

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 years after final payment under the AGREEMENT. All data stored in the Everbridge system is continuously available to the County.

Exhibit H – Everbridge Additional Provisions

Attachment 1 -Additional Provisions

1.1 Users. County shall in its discretion authorize certain employees and contractors of County, all cities, police departments, fire departments, fire agencies, and universities within the County of Monterey to access the Services (“User(s)”). Each User must be bound in writing to confidentiality obligations that are no less restrictive than those set forth herein, and that are sufficient to permit County to fully perform its obligations under this Agreement. County shall cause Users to undergo initial setup and training. County shall be responsible for (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Services in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Services. County shall immediately notify CONTRACTOR if it becomes aware of any User action or omission that would constitute a breach or violation of any term of this Agreement.

1.2 County Data. All electronic data County provides to CONTRACTOR in connection with the use of the Services (“County Data”) shall be true, accurate, current and complete, and shall be in a form and format specified by CONTRACTOR. County shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all County Data. By purchasing the Services, County authorizes CONTRACTOR to collect, store and process County Data subject to the terms of this Agreement. County shall maintain a copy of all County Data it provides to CONTRACTOR. If County or any User provides any County Data that is untrue, inaccurate, outdated or incomplete, County acknowledges and agrees that any communications sent utilizing the Services may not reach the intended Contact. County shall prevent unauthorized access to, or use of, the Services, and shall notify CONTRACTOR promptly of any such unauthorized use. CONTRACTOR shall have no liability for any losses, damages, claims, suits or other actions arising out of or in connection with the unauthorized or improper use of the Services on County’s hardware or networks. County acknowledges that CONTRACTOR is not responsible for monitoring County or Users’ use of the Service to examine the content passing through it, and CONTRACTOR shall have no liability for such content.

1.3 County shall use the Services solely for its internal business purposes and shall not make the Services available to, or use the Services for the benefit of, any third party except as expressly contemplated by this Agreement. County shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by CONTRACTOR in connection with delivery of the Services (the “Software”) or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any CONTRACTOR Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Services; (v) create internet “links” to or from the Services, or “frame” or “mirror” any content forming part of the Services, other than on County’s own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service; or (vi) use the Services in violation of any applicable law or regulation.

1.4 Reservation of Rights. Other than as expressly set forth in this Agreement, CONTRACTOR grants to County no license or other rights in or to the Services, the Software or any other proprietary technology, material or information made available to County through the Services or otherwise in connection with this Agreement (collectively, the “CONTRACTOR Technology”), and all such rights are hereby expressly reserved. CONTRACTOR (or its licensors where applicable) owns all rights, title and interest in and to the Services, the Software and any CONTRACTOR Technology, and all patent, copyright, trade secret and other intellectual property rights (“IP Rights”) therein, as well as (i) all feedback and other information (except for the County Data) provided to CONTRACTOR by Users, County and Contacts, and (ii) all transactional, performance and derivative data and metadata generated in connection with the Services.

1.5 County Representations and Warranties. County represents and warrants that during use of the Service, County shall have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, “First Responders”). County acknowledges and agrees that CONTRACTOR is not a First Responder, and that the Services do not serve as a substitute for County’s own emergency response plan, which in the event of an actual or potential threat to person or property, shall include contacting a First Responder. County represents and warrants that all communications utilizing the Services shall be sent by authorized Users, and that the collection, storage and processing of County Data, and the use of the Services, as provided in this Agreement, will at all times comply with (x) County’s own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of County Data.