



Critical Event Management

Presented to
State of Nebraska

Response to
Mass Notification Service



ORIGINAL

Mass Notification Service

An Integrated Module of Everbridge Critical Event Management Platform

Presented to:

State of Nebraska

2/7/2020

Prepared by:
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Non-Disclosure

This proposal contains business, technical, and financial information that if disclosed would result in substantial injury to Everbridge's competitive position. Everbridge requests that such data be used only for the evaluation of this response and not be shared with outside parties.

Everbridge at a Glance

2/7/2020

North American Offices

Burlington, MA
Lansing, MI
McLean, VA
Pasadena, CA
San Francisco, CA

International Offices

Colchester, UK
Maidenhead, UK
Munich, DE
Madrid, ES
Stockholm, SE
Oslo, NO
Herlev, DK
Tilburg, NL
Beijing, CN
Singapore
Kolkata, IN
Bengaluru, IN

Point of Contact

Michele Nelson
Senior Account Executive
Office: 781.382.3242
michele.nelson@everbridge.com

Details

Founded: 2002
Employees: 900+
Customers: 4,700+
NASDAQ: EVBG
Financials: <http://ir.everbridge.com/>

Solutions

Visual Command Center
NC4 Risk Center
Risk Intelligence and Analysis
Safety Connection
Crisis Management
Mass Notification
Incident Communication
IT Alerting
Everbridge Engagement
Mobile Solutions:

- Everbridge App (Recipients)
- ManageBridge (Admins)
- Secure Messaging App

Key Partners

Alertus, International SOS, Accenture, IBM, Lenel/S2, Johnson Controls, Devoteam, DTN, G4S, Fusion Risk Mgmt, SAI Global, and Crowe.

Security Certifications

SOC2, SOC3, FedRAMP, ISO27001, DISA FISMA, Safety Act, TSP Level 3 Certified, EU-US Privacy Shield, GDPR, G-Cloud 9, and UK ICO

Dianna Gilliland / Julie Schiltz
State of Nebraska Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Re: Request for Proposal for Contractual Services: RFP 6214 Z1

Dear Dianna Gilliland / Julie Schiltz:

On behalf of Everbridge, I appreciate the opportunity to present this comprehensive proposal to the State of Nebraska in response to your RFP for an Emergency/Mass Notification Service. Based on your requirements, I am confident that Everbridge will meet and exceed your needs and expectations.

Successfully deploying, improving and continually supporting the Nebraska Emergency/Mass Notification Service, a Statewide Emergency Alert and Notification System to serve the State agencies, boards, commissions, and political subdivisions, is a demanding endeavor that requires a partner with significant expertise and commitment to success.

We believe Everbridge's deep domain knowledge and expansive, best-of-breed product to the scale and reliability needed to ensure that residents, employees and key stakeholders are informed with the right information to keep them safe and agencies running faster.

I fully appreciate the opportunity to participate in this evaluation and recognize the importance for the State of Nebraska to find the right strategic partner to support your short- and long-term objectives.

Best regards,

Michele Nelson

Michele Nelson
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Executive Summary



Successfully deploying and continually supporting a Mass Notification System to serve The State of Nebraska is not a simple requirement that can be fulfilled by just any notification vendor. As the market leader in the critical event management Emergency/Mass Notification Service, Everbridge is uniquely qualified to meet this critical need of State of Nebraska.

We acknowledge the reality that our solutions help save lives—every day. This mission demands that we be the best, most reliable solution available to meet these very real demands from our clients. *Sulayman Brown, Assistant Coordinator at Fairfax County VA Office of Emergency Management and member of the National Capital Region states, "Everbridge provides not only the best technical solution, but is also uniquely qualified to succeed at highly complex, large scale deployments due to their depth and breadth of experience."*

“Everbridge is uniquely qualified to succeed at highly complex, large scale deployments due to their depth and breadth of experience.”

OVERVIEW

The summary below is a brief overview of the information that follows in the RFP response. Everbridge looks forward to working with The State of Nebraska to ensure we meet your goals effectively while continuously exceeding your expectations as the market leader in critical event management and mass notifications.

Experience in Large Scale Deployments

Everbridge’s proven rapid deployment model has been successfully used to help thousands of enterprise clients quickly realize their return on investment. The Everbridge Professional Services team is made up of certified emergency managers, active emergency responders, dispatch veterans and others who regularly have “their boots on the ground.”

Everbridge has implemented over 3,600 enterprise clients. Those implementations include 9 of the 10 largest US Cities, ALL of the 25 busiest North American Airports, and the 3 largest Nuclear Plants in the US. We are the only vendor who also successfully deployed our solutions for the nation’s largest regional and statewide citizen deployments, including:

- The State of Florida - Population 20.6M
- The State of New York – Population 19.75M
- New York City – Population 8.2M
- The National Capital Region, DC – Population 3.6M
- The State of Connecticut – Population 3.5M
- The State of Vermont – Population 617K
- The Southeastern Task Force, PA – Population 4.1M
- State of California Population – Population 38M

No notification companies have the depth of implementation and deployment experience as Everbridge. With every implementation, we gain valuable use cases, best practices, and customer feedback. All this knowledge from large scale deployments will be leveraged for The State of Nebraska.

Everbridge Platform-Extreme Reliability

During critical events, every second counts. As circumstances unfold, you need to be confident that employees, residents and visitors will receive the right notifications and updates seconds after they become available. With Everbridge you can be assured that your emergency alerts/notifications will reach the right people at the right time. Everbridge provides redundant, SMS and voice delivery, so you won't be impacted by poor performance from any single voice or SMS carrier. In addition, Everbridge also:

1. Maintains multiple, geographically dispersed data centers
2. Provides 99.99% uptime and availability as measured 24x7x365 by an external 3rd party
3. Operates multiple network operations centers with 24x7 staffing and monitoring
4. Delivers seamless scaling to deal with unexpected peaks
5. Enables multi-modal support for over 100 contact methods including SMS, voice, email, digital signage, PC alert systems, sirens—and more
6. Provides live 24x7 technical customer support across multiple support centers

Everbridge delivered 2+ billion messages to over 190 million contacts in 200+ countries around the globe in 2017. Every 1.9 seconds a message is sent using Everbridge. For example, during the seven days surrounding Hurricane Irma, Everbridge customers sent 20 million Irma-related notifications. Despite this large number of messages, it still only comprised 29% of our total message traffic during that time.

Reach More People with Everbridge

In an emergency, reaching as many residents and visitors as possible is of the utmost importance. Historically, most notification vendors utilize the 911 data or white/yellow page data in combination with resident opt-in data, which can only reach a limited portion of the State's population. According to the most recent report by the U.S. National Health Information Survey, on average only 43% of US households use landlines and that number is decreasing each year. Standard resident opt-in portals can be time consuming for your residents, which also results in a low percentage of your population signing up for notifications. With Everbridge's **optional** Resident Connection and Community Engagement modules, we have a solution for both issues.

Community Engagement – Quick and easy opt-in programs are the benchmark of an efficient and effectively targeted communications program. The ability for a department to customize their opt-in notification offering to local programs relevant to their citizens, ensures success from the very start. In addition to our fully customizable resident opt-in portal, with Everbridge's Community Engagement module for residents and visitors to Nebraska will have access to quick and easy "text to opt-in" capabilities for both emergent and non-emergent uses. Simply text a zip code or "keyword" to 888-777 to be automatically opted-in for public safety messages or event driven notifications.

As an example, Nebraska residents and visitors could text "NEALERTS" or "NEREADY" for instant access to public safety notifications. Additionally, with Everbridge Community Engagement the State of Nebraska would immediately have access to the existing database of thousands of residents who have already opted-in to the

existing Nixle program. There would be no loss of data, and The State of Nebraska would not have to worry about converting those opt-in's over to a new system, they are instantly available from day one. Everbridge is also the ONLY vendor that can provide the State with the ability push notifications to the Google Network allowing you to reach even more people who are using Google Search, people traveling through the State using Google Maps, and automatic push notifications for anyone with Google Now. In 2017, Everbridge pushed over 2,300 Alerts to Google which resulted in an additional 9 Million views.

Resident Connection – In addition to the current Everbridge Suite of products we offer to effectively communicate with State Agencies, residents, and visitors, Everbridge also offers a service where we provide residential and business mobile phone numbers, landline numbers, VOIP numbers, along with the associated address's where available for the State and local agencies, departments so the State can more effectively reach your residents and businesses in the event of an emergency.

By leveraging the combination of Everbridge **Community Engagement** and **Resident Connection**, State of Nebraska will maximize the number of residents, visitors, and businesses you can reach in the event of an emergency. There is no other notification vendor who can provide this this type of coverage for the State.

Data Management – Everbridge has a dedicated data team who constantly expand our tools to allow for every form of data entry and maintenance. With five options available for data management at no additional cost, customers may enter a single record at a time or have their data system linked directly with Everbridge for real-time data updates to guarantee a seamless transition of data from the State's existing systems. All data entered the Everbridge System and all data collected via the opt in portal is considered the State's data and is accessible and visible to the State via our robust reporting tools at any time.

Reporting and Analytics – When the notification is all done, it is the reporting tools that make sense of the broadcast. From simple notification summaries to detailed graphical analyses in the form of pie charts, bar graphs and active tables, all data from the system is always available in a single Web interface or via exports into PDF or Excel-format reports.

CONCLUSION

We encourage The State of Nebraska evaluation team to look closely at the fundamental competencies Everbridge is prepared to bring to you. Our exclusive focus in the Critical Event Management and Mass Notification space for the past 16 years has not only resulted in recognition by many third-party groups such as the American Hospital Association and the American Healthcare Association, but also by leading industry analysts including Gartner, the Yankee Group, Frost and Sullivan, and Forrester Research.

We believe you will find beyond the checklists of features in the typical evaluation that we bring the knowledge, skills, and tested expertise paralleled with the most scalable proven infrastructure to our client's day in and day out. Focus and success in these areas will ultimately lead your team to a proven provider that will not only deliver reliable communication but will become a partner in your communication process for years to come.

We thank you for the opportunity to present the Everbridge system and are pleased the requirements of the RFP correspond very well with the strengths of our solution suite.

We highly encourage engaging in vendor demonstrations, especially considering that ease-of-use is such a huge part of the success of any future notification system the State considers. We would be happy to demonstrate the Everbridge System at your convenience to further support our RFP response.



Everbridge Platform Superiority

Everbridge is a fully hosted, multi-tenant SaaS solution that delivers critical event management and communication services used around the world by over 4,700 clients. For the reasons outlined below, Everbridge will uniquely be able to support your organization's critical event use cases and communication requirements during any event experienced - regardless of the size of your recipient population.

INDUSTRY-LEADING SCALABILITY, UPTIME, AND PERFORMANCE

Everbridge's platform and service deliverability are unmatched in the marketplace. Through the implementation of redundant, geographically dispersed cloud hosting facilities, Everbridge is able to deliver our services at a guaranteed 99.99% uptime. Similarly, we leverage redundant downstream communications providers to enable our services to remain uninterrupted even if a particular provider encounters technical difficulties.

To further help ensure the delivery of services, the platform is monitored 24x7x365 from over 20 monitoring points around the world by our highly trained Everbridge Network Operations Center (NOC) team. Any anomaly detected within the solution triggers automated alerts to Everbridge personnel for immediate investigation.

In regard to scalability, our contact data stores host over 270 million contacts, and we have the ability to reach over 500 million people globally with two-way communications and alerting among 100 different communication devices and endpoints including landline and wireless phones, hand-held communication and other voice-capable devices, SMS, two-way radios, outdoor digital signage, sirens and internet enabled devices.

From a deployment performance perspective, Everbridge has been reliably delivering our services since 2002, and we have a long-proven track record in supporting our clients' critical event management and communication needs. Recent examples of our performance include:

- Throughout 2018, Everbridge's platform deployed over 2.8 billion messages;
- On average, our solution deploys over 233 million messages every month;
- During Hurricane Irma, over 15 million voice calls were deployed in a single day;
- During Winter Storm Juno (January 2015), with over 42,000 broadcasts, Everbridge deployed over 11 million messages to over 7.1 million individuals throughout the course of a four-day period;
- During Winter Storm Jonas (January 2016), over 1,000 clients utilized Everbridge to send over 16 million messages, and;
- During Hurricane Matthew (September ~ October 2016), the state of Florida leveraged Everbridge, statewide, to communicate with the population (residents, businesses, and visitors) which included over 20 million people

To ensure the deployment of such massive volumes of communications on such large scales, Everbridge maintains contracted capacity that is dedicated for our platform's use. We maintain "elastic capacity" capabilities allowing Everbridge to "spin up" additional capacity as needed, and we conduct regular capacity planning throughout the year and in conjunction with large client implementations to ensure we maintain the delivery of our services in alignment with our Service Level Agreement.

Finally, to help demonstrate the high quality of services we provide, not just in platform delivery but also in customer support, our client base includes:

- 9 of the 10 largest U.S. cities;
- 9 of the 10 largest U.S.-based investment banks;
- 25 of the 25 busiest North American airports;
- 6 of the 10 largest global consulting firms
- 6 of the 10 largest global auto makers
- All 4 of the largest global accounting firms, and;
- 5 of the 10 largest U.S.-based health insurers

OVERALL PLATFORM CAPABILITIES VS. GUARANTEED PERFORMANCE FOR CLIENTS

In addition to the importance of understanding a solution’s deployment capabilities overall, clients should also investigate and understand the performance that is guaranteed for their use when they look to access and use the system to manage through critical events and communicate to their recipients.

Everbridge delivered 2.8+ billion messages to over 190 million contacts in 200+ countries around the globe in 2018. Every 1.9 seconds a message is sent using Everbridge. For example, during the seven days surrounding Hurricane Irma, Everbridge customers sent 20 million Irma-related notifications. Despite the large number of messages, this still only comprised 29% of our total message traffic during that time without even minimally stressing the infrastructure.

Now that an overview of our performance has been outlined, let’s understand the deployment performance that is *actually guaranteed* for each client.

As defined in the Everbridge SLA, during a 60-minute period, Everbridge shall send a minimum number of messages to the first delivery method for all client notifications, using the standard configuration, per the table below. (Note: Messages do not include third party network delivery).

| Delivery Method | Standard Message Configuration | Minimum Number of Messages in 60 minutes |
|-----------------------------------|--------------------------------|------------------------------------------|
| Everbridge smartphone application | 500 characters | 600,000 |
| Voice | 30 seconds | 300,000 |
| SMS | 500 characters | 600,000 |
| Email | 500 characters | 600,000 |

These performance values are guaranteed for each client individually – and that’s what’s most important: how much capacity and performance your organization will be guaranteed and provided during your critical events and use of the platform.

TRUE GLOBAL CAPABILITIES

To help deliver messages in over 200 countries and territories in over 22 languages and dialects, Everbridge optimizes international call routing across hundreds of telecommunications providers to enable higher voice quality, improved delivery rates during emergencies and the ability to configure local caller IDs to improve recognition and answer rates. We also work with multiple SMS providers to identify regulatory hurdles and deploy and actively manage an optimal mix of national and international SMS codes to ensure high delivery and response rates.

UNRIVALED SECURITY & COMPLIANCE

Everbridge's security, data protection policies, and controls are based on the Federal Information Security Management Act (FISMA) risk management framework defined by the National Institute of Standards and Technology (NIST) special publication (SP), 800-37.

To meet the rigorous standards of our enterprise and government customers, an independent and accredited third-party security assessment organization (3PAO) annually verifies our compliance with over eight hundred security and data protection requirements detailed in NIST SP 800-53 (<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>). Through this process, we map our compliance with other security and data privacy frameworks including ISO 27001 and HIPAA.

In addition, we hold certifications including SysTrust Statement on Standards for Attestation Engagements No. 18 (SSAE18), Service Operations Controls 2 & 3 (SOC2 and SOC3). Our latest SOC3 (a public attestation of our confidential SOC2) can be reviewed here: <https://www.everbridge.com/customers/success-center/resource/soc-3-assessment-by-coalfire/>

We have also been awarded TSP Level 3 (<https://www.fcc.gov/general/telecommunications-service-priority>) approvals by the Department of Homeland Security (DHS) that enable Everbridge to receive priority treatment for vital voice and data circuits or other telecommunications services.

More recently, our critical communications solutions received designation under the SAFETY Act and certification by DHS that places us on the approved product list for homeland security and provides us with the highest level of liability protection available under the SAFETY Act. The certification similarly protects our customers from legal liability claims arising from acts of terrorism, as contemplated by the SAFETY Act.

Our solutions are accredited under FISMA and we are certified under the EU-US Privacy Shield to meet regulatory requirements governing the processing of European Union residents' personal data outside of the European Union and we are GDPR compliant (<https://www.everbridge.com/about/legal/general-data-protection-regulation-gdpr/>).

Finally, our Everbridge Suite solution has achieved authorization under the Federal Risk and Authorization Management Program (FedRAMP) in 2018, which required satisfying a rigorous security and risk management review process which aligns our security to a higher standard that is used in the U.S. federal sector.

Proposal Submission

1. Corporate Overview

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

Everbridge, Inc.
West Coast Headquarters
155 North Lake Avenue
Suite 900
Pasadena, CA 91101

East Coast Headquarters
5 Corporate Drive, 4th Floor
Burlington, MA 01803

Everbridge is a Delaware corporation. Incorporated on January 22, 2008.

Everbridge has had the following names:

- National Notification Network – November 2002-2008
- 3n Global – January 2008-2009
- Everbridge – April 2009-Present

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

In an effort to promote a more environmentally conscious response, Everbridge's financial information can be found at this link:

<https://ir.everbridge.com/sec-filings>

Everbridge is the first critical event management and communications/mass notification company to complete a successful IPO (September 2016), and Everbridge encourages prospective clients to visit the Investor Relations page on Everbridge's company website to access publicly available financial information.

<https://ir.everbridge.com/>

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor(s) will require notification to the State.

None.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

Everbridge is a global company, with offices around the world. We maintain dual HQs on the east and west coasts of the United States.

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

None.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past thirty-six (36) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

None.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

None.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the contractor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the contractor or litigated and such litigation determined the contractor to be in default.

None

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

None

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

Everbridge is not at liberty to disclose prior customer information.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

State of Connecticut

Bill Youell

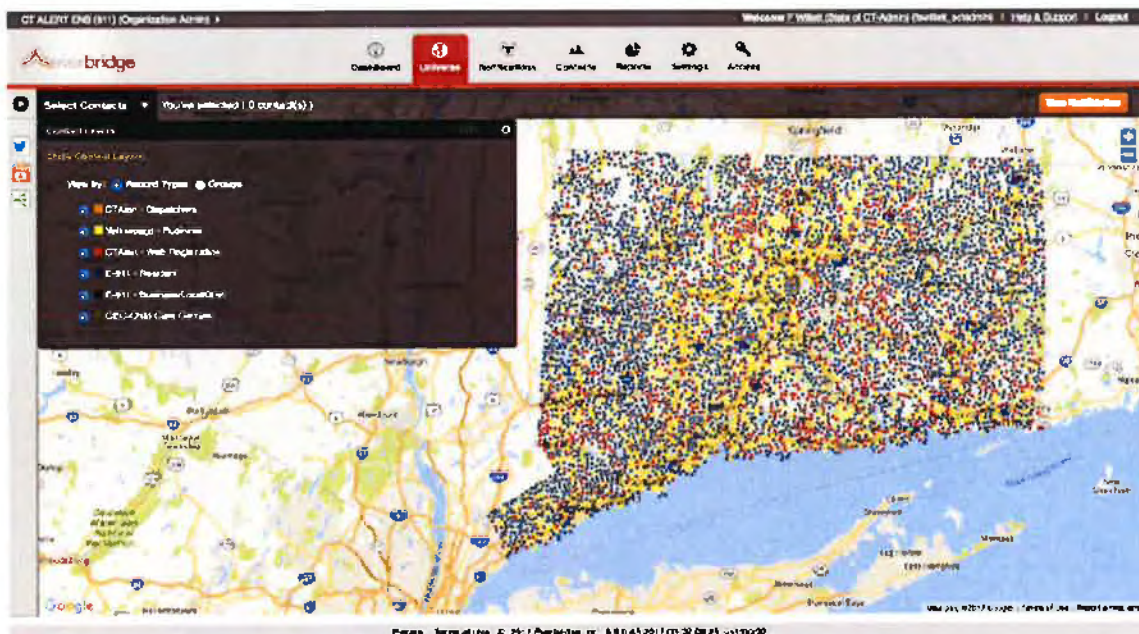
Director, Office of Statewide Telecommunications

Middletown, Connecticut 06457

(860) 685-8108

William.youell@ct.gov

In 2009, the State of Connecticut became the very first state in the nation to deploy a unified statewide mass notification service to satisfy the responsibility of safeguarding the health and welfare of its residents. Entering its 10th year in October 2019, the program continues to be one of the most successful notification system implementations in the nation.



There are 800+ trained users based in 120 PSAPs. All major State agencies (including the State Department of Health, State Police and others) and 45 cities – all on a single platform and partitioned for required security. To date they have sent over 20 million messages. One of the critical success factors for this account has been a dedicated Everbridge Technical Account Manager that maintains direct relationships with participating agencies, counties, cities, towns and third parties, delivers quarterly business reviews (stats, system usage/trends, use cases, etc.), aids in development of onboarding processes for new entities joining the program, provides refresher

training in cases of turnover and new hires, works to submit and prioritize product enhancement requests, provides data management oversight and ongoing best practices guidance.

The partnership between the State of Connecticut and Everbridge continues to grow from its successful foundation.

- In 2016 Connecticut became the first statewide deployment of our unique Community Engagement service. Part of the Everbridge Suite, the Community Engagement service leverages day-to-day community connections to expand resident and visitor opt-ins, while helping the State of Connecticut and local officials to engage in two-way communications with constituents via social media. Community Engagement empowers the State to use strategic and timely keywords to encourage people to opt-in via text message. The State Capitol Police also recently implemented Community Engagement at the State Capitol and Legislative Office Buildings, putting up signs encouraging legislative staff, lobbyists and the public visiting for the day to text SCPDALERTS to 888-777 so the State Capitol Police can reach them if there is in an incident.
- In 2018, the State added our incident communications, critical alerting and contact API features that allows message senders to use form-based templates and leverage dynamic rules to automate the notification process based on their standard operating procedures.

In 2019, as residents continued to drop their landlines, The State of Connecticut addressed this challenge by replacing its landline based 911 data upload with the Everbridge landline, mobile and VoIP data solution, called Resident Connection. CTALERT had historically used its citizen opt-In portal with the 911 data as a way of reaching as many people as they could. Today, with CTALERT including the Resident Connection data, CTALERT has been transformed into a Citizen Opt-Out notification system with approximately 4 Million contacts. In a critical event, state agencies responsible for the public's safety during a critical event, including the State Police and 119 PSAP's, can easily communicate to the residents and businesses in the affected area. If a resident does not want to receive these messages they can easily unsubscribe/opt-out from receiving notifications. They can also go into the CTALERT.GOV portal and modify their delivery of messages. This solution gives the State of Connecticut what they are expecting out of a statewide notification platform, the ability to reach as many citizens in times of threat to lives and property.

Everbridge respects the confidential information for our clients and does not disclose this information publicly.

State of Florida, FDEM

Andrew Sussman

Special Projects/Hurricane Program Manager

(850) 815-4110

Andrew.sussman@em.myflorida.com

Tallahassee, FL 32399

After a thorough competitive review process, in April 2016 the Florida Division of Emergency Management (FDEM) announced the selection of Everbridge as the service provider for the

development and implementation of AlertFlorida, a landmark initiative to provide statewide emergency alert and notification services to all Florida residents, businesses and visitors. "Ensuring the safety of all Floridians is the Division's top priority," said former FDEM Director Bryan W. Koon. "The selection of Everbridge as the AlertFlorida vendor marks a milestone toward providing the State's Emergency Managers with a standardized system to communicate critical emergency information to every resident, business and visitor in Florida."

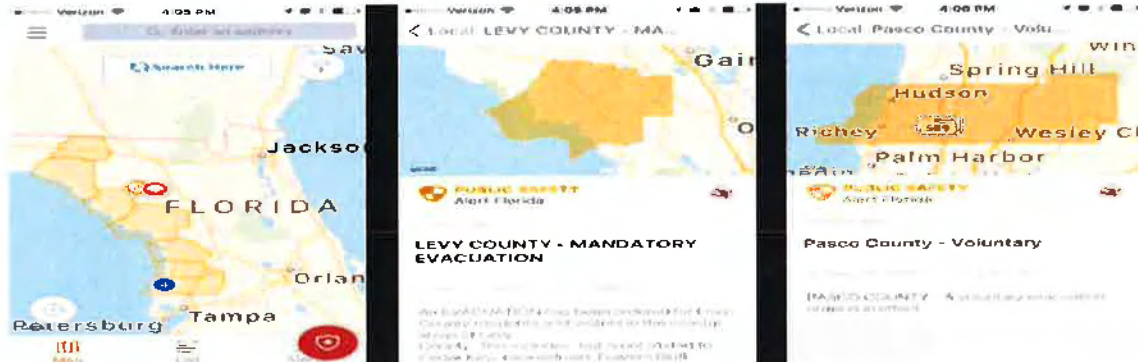
Summary of Hurricane Matthew event in Florida:

- Everbridge imbedded an employee in the State Emergency Operations Center to assist with public messaging through Everbridge and IPAWS.
- Several community engagement keywords were created in anticipation of the event – FLPREPARES, FLRESPONDS, FLRECOVERS were among the three used.
- Governor Scott announced the first keyword (FLPREPARES) during his first live press conference at 0800 on October 6, 2016. Within the initial 24 hours after his press conference over 350K people had "opt-in" to the keyword to receive valuable life safety messages. By the 48-hour mark close to 500K people had "opt-in". Here is a link to a 1-minute video showing the impact of the service:
<https://www.youtube.com/watch?v=rEVnj2RS5yQ>
- Beginning October 5, 2016, IPAWS through Everbridge was used to send out evacuation notices to the Counties along the Florida Atlantic coast.
- Using the Community Engagement feature within Everbridge was an instrumental factor in the success Everbridge had during Hurricane Matthew. Messages sent via text gave the communication team a huge advantage by staying away from the landline infrastructure during this emergency. The ability to send out a quick short text message or a more detailed announcement with a web link in the text that took residents to a customized web page proved to be a very valuable asset. After the devastating storm passed Everbridge worked with each of the counties heavily hit on how they might leverage Community Engagement and their own keyword.

Prior to AlertFlorida, many cities could not independently afford to purchase their own notification system, leaving many residents with no way to be reached in an emergency. By adopting a state-wide model, the overall cost of purchasing and maintaining an emergency notification system decreased substantially.

In preparation for Hurricane Irma, Florida once again promoted the keyword #FLPREPARES, asking residents and visitors to text the keyword to 888-777 to receive critical updates and information from government officials. During the course of Hurricane Irma, 20 million messages were sent, and over 600,000 individuals opted-into the system—expanding their reach from 280,000 contacts to roughly 900,000 contacts. The uniformity of the state-wide system created a standardized message that was easily adopted and deployed across all public safety entities in the state. And in turn, public messaging was clear, concise and consistent throughout the event.

Below is an interesting view from the Everbridge mobile app reflecting active Incident Zones employed during Hurricane Florence along the coast of Florida. Not only did residents living in the polygons receive alerts from FDEM, but anyone that downloaded the Everbridge app and had location services active also received alerts when entering a polygon. Leveraging Everbridge private networks, counties also shared notifications between accounts to better coordinate communications throughout the incident.



FDEM was not replacing an existing statewide solution but implementing a new solution – so the implementation involved moving counties over to the system as their current systems/contracts were expiring. FDEM’s deployment goal was to have 85 to 90% of the counties in Florida using the system within 3 years. We achieved 92% of counties implemented and live by the end of Year 1, due to proactive project management and positive word of mouth as counties moved over to the Everbridge solution from older systems.

The State of Florida continues to have a dedicated Technical Account Manager focused on the system and our relationship’s long-term success.

The statutory purpose of the Department of Public Safety is to promote the detection and prevention of crime, to participate in searches for lost and missing persons, and to assist in cases of statewide or local disasters or emergencies. In order to carry out this purpose the Department is organized into six divisions: the Vermont State Police, Vermont Emergency Management, Vermont Crime Information Center, Radio Technology Services, Vermont Forensics Lab, and the Division of Fire Safety.

Everbridge respects the confidential information for our clients and does not disclose this information publicly.

Client since June 2012; Statewide FL Alert program started in March 2016

i. SUMMARY OF BIDDER’S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

As a service-oriented practice, the Everbridge Professional Services Organization deploys robust on-boarding and deployment programs for new customers. Those services include various options for

customers to decide how much Everbridge support they require vs. how much internal support they can associate to roll out a critical communication system.

In the Standard implementation package Everbridge dedicates an Implementation Resource to work closely with the Customer's key stakeholders. The Implementation Project Management will be a person chosen from our Implementation team who has experience on boarding companies similar to yours. The Implementation Project Manager will guide the customer throughout all aspects of your implementation from strategy development to system configuration to initial system training and testing.

In a Professional Services package, Everbridge offers a dedicated Professional Service Consultant who is available to assist in streamlining and expediting your Everbridge system implementation, accelerating the time to value. Our enhanced implementation services could include on-site project management, creation of client-specific message content and scenarios, development of ad hoc report templates, and on-site emergency and incident communications reviews.

To further assist in the implementation of a critical communication application Everbridge provides a robust learning management system (LMS) for its customers to leverage throughout the life of the contract as a source of on-going documentation and training repository. The LMS also known as "Everbridge University" provides interactive training to ensure customer's ongoing system proficiency. The training incorporates the skills, techniques, concepts, and best practices needed for anyone, even a non-tech savvy individual, to effectively leverage the Everbridge notification solution.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

Everbridge account team members who may be involved in the relationship include:

- Michele Nelson – Senior Account Executive
- MJ McCarthy — Vice President of Account Management
- Riz Karim – Vice President of Global Services and Support
- Chad Sanders — Director of Sales Engineering
- Jim Carbary — Vice President, Professional Services
- Kevin Keene – Director, Professional Services
- Benjamin J. Potter – Director, Implementations
- TBD—Implementation Specialist

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

Everbridge would be happy to provide additional information regarding the above employees as part of final selection and under NDA. Please see your assigned Everbridge account representative for more details.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the subcontractor(s);**
- ii. specific tasks for each subcontractor(s);**
- iii. percentage of performance hours intended for each subcontract; and**
- iv. total percentage of subcontractor(s) performance hours.**

Everbridge does not intend to use subcontractors for completing this implementation.

TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

- a. Understanding of the project requirements;**
- b. Proposed development approach;**
- c. Technical considerations;**
- d. Detailed project work plan; and**
- e. Deliverables and due dates.**

Once Everbridge is notified of an award, we begin the process of reviewing the contract as well as terms and conditions. The terms and conditions are sometimes negotiated, and it is this variable that makes it difficult for us to provide an exact timeline for this part of the implementation process.

Once we have verified how the contract reads along with the contents of the terms and conditions, we will send those documents to the customer for signature. This presents another variable that can affect the timeline but is out of our control. If the customer signs the document within a reasonable amount of time, there is no delay in moving forward with the actual implementation. However, if the customer wants to make changes to the contract/terms and conditions documents, there could be a delay that holds up the start date for implementation. There is no way to predict how long that delay may be. It depends upon the customer.

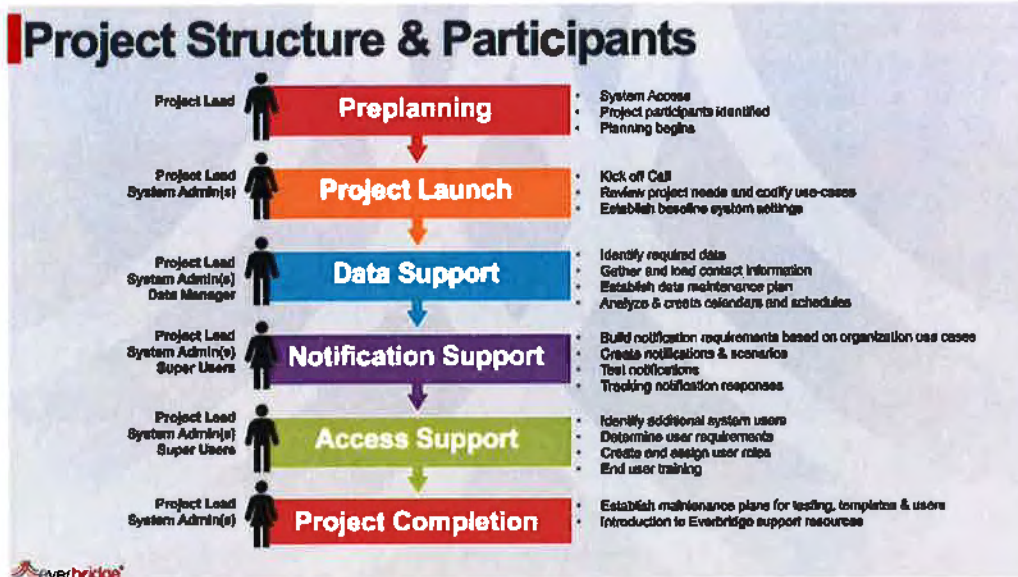
Once negotiations are complete and all contractual documents are signed, Everbridge and the customer will determine the start date for implementation.

Everbridge Suite Implementation

Everbridge system implementations are a critical strength of our company, and our implementation milestones are straightforward and simple. While the Implementation Services Department is typically able to deploy a customer on Everbridge Suite within 15 business days for a standard project, this also depends on the complexity of the implementation and the overall scope, as dictated by the customer.

The Everbridge Professional Services and Implementations team will work closely with your project team to understand and define the technical and functional requirements – these, then, will help form a shared definition of success. A dedicated team will be assigned to partner with your project stakeholders to drive the agreed-to project plan toward a shared definition of success.

Below is a sample implementation project overview:



During each of the above steps, milestones are tracked to ensure customer success and system confidence. All milestones must be successfully completed before you can provide a final sign-off on the implementation of your Everbridge Suite solution.

Implementation Milestones

Account and Organization Provisioning

Once the contract has been signed, an Everbridge Implementations Specialist will be assigned to your deployment. Your Everbridge system will be built to recommended Best Practice settings and functionality, and Account Administration access will be provided to identified stakeholders.

Implementation Pre-Planning

Internally, begin understanding who may fill the following roles within your Everbridge system:

- **Project Lead:** Overall project manager. Responsible for managing the tasks internal to your organization so the Everbridge product/s are deployed quickly across your business.
- **Data Management Resource:** Has access to your employee data and will be responsible for obtaining data for the Everbridge contact database. (usually a member of your HR or IT PMO team)
- **Executive/Management or Project Sponsor:** Executive and Management level contacts who will not be responsible for deployment tasks, but who should be kept updated on the status and success of the Everbridge deployment.
- **Business partners:** Teams you should inform to ensure the deployment is effectively managed based on your internal policies and procedures. These teams can include:
 - Data Privacy
 - Information Security
 - Marketing/Corporate Communications
 - Legal/Human Resources
 - Information Technology/PMO

- **System Administrator(s):** Leaders from 1 or more departments who will become proficient on all functions and features of the Everbridge System and will be responsible for day-to-day administration of your Everbridge organization/s.
- **End Users:** People you have identified that will send out messages using Everbridge products. These people can be dispatcher of a legacy system, or newly identified based on the use cases and departments using the platform.

Project Kick-off Call

Introduction to your Everbridge Project Team, review of all functional and technical requirements comparative to the project scope, introduction to your Project Team, and establishment of meeting cadence/next steps.

Data Support

System administrators and key data stakeholders work with the Everbridge Project Team to outline the preferred data management strategy. Discussion will revolve around data management options (manual vs. automated), data requirements (as defined by project scope), and key considerations for data population comparative to alerting needs. Resident database population (911, Commercial, purchased data) will also be addressed at this time

Notification Support

Outline and understanding of message sending within the Everbridge Suite, both as it relates to Mass Notification and Incident Communications (where applicable). Support from the Everbridge Project Team in testing notification workflows and strategies, as well as understanding how to manage functional elements of messaging (Templates, scheduling messages, etc.) within Everbridge Suite.

Access Support

Additional access to Everbridge is granted and reviewed, in-line with your functional requirements and methodology for system governance. Role Based Access Controls, settings customization, and custom Reporting will be addressed with the Project Team.

Initial Project Completion

The initial phase of the project will be complete when baseline templates have been built (in-line with functional use-cases), initial user population has been established and registration received, and system UAT conducted with your Everbridge Project Team.

As shown in the milestones description above, system administrators and key stakeholders will start by watching the On-Demand Training within the Everbridge Client Portal. This training will help you understand how the Mass Notification system works as well as teach you best practices for customizing the set-up for your unique use.

**Attachment One
Technical Requirements Matrix
RFP Number 6214 Z1**

Bidder Name: Everbridge, Inc.

Each of the items in the Detailed Requirement Matrix in the table below requires a response of one of the following options: "Yes", "3rd Party", "Next Release", and "No". Bidders must respond to the Detailed Requirements Matrix using the matrix format provided and must not reorder the requirements.

The bidder's response must provide enough detail in narrative form to allow the Evaluation Committee to score the bidder's approach to each technical specification.

Only one box may be checked per requirement. If software demonstrations are requested, you may be asked to demonstrate each item marked as "Yes".

The Bidder Response box should be completed if the response to the requirement is "Yes", "3rd Party", or "Next Release". Bidders may also use it with No response if desired. Bidders must provide a response directly in the matrix, using as much space as needed. Explain each response and describe how the proposed solution meets each requirement. Responses do not need to be limited to one line.

Below is a brief definition of each response option. Bidders should carefully read the response definitions as these responses, as well as the entire response to this RFP, will become part of any resulting contract with the awarded contractor.

| | |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Yes | Yes, requirement is met and demonstrable in the current release of the product(s) proposed in the bidder's response to this RFP, without manipulation of fields, forms, or the need to add fields or tables to the system. |
| 3rd Party | This requirement is met through the use of a 3rd Party Vendor's product, which is included as part of this proposal. Costs associated with 3rd Party products used to satisfy any requirement must be included in the fixed price cost of the proposed solution. |
| Next Release | This option should only be used if the requirement will be part of the next release of the product(s) included in the proposed solution. To meet the criteria for using this response, the "next release" must already have an established release date and a published list of what will be included in this release that includes the specific requirement. Established release date must not exceed 6 months from date of proposal. |
| No | No, the requirement is not or cannot be met by the product(s) included in the proposed solution. A response of "No" to a requirement does not eliminate the bidder's proposal from consideration. All proposals meeting the mandatory requirements set forth in Section II.N will be evaluated and scored by the evaluation committee. The "No" option is also appropriate when a requirement can be met through a separate module or if the module is not included in the fixed price cost proposal. In the above scenario, it is recommended that the bidder note this in the "clarification" section for the requirement and include pricing, if available in Appendix A – section - Optional Products and Services. |

**Attachment One
Technical Requirements Matrix
RFP Number 6214 Z1**

| General Service Requirements Section 1 | | Yes | 3rd Party | Next Release | No |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------|-------------------------|-----------|
| 1.1 | <p>The emergency mass notification services (EMNS) must be able to reliably and efficiently distribute and manage message notifications through any and all of the following multiple channels.</p> <ul style="list-style-type: none"> a. Telephony calls to landline/wired phone, including Voice over IP (VoIP); b. Wireless mobile devices; c. SMS, text to wireless mobile devices; d. Mobile device apps; e. Email; f. Desktops; g. Social media such as Facebook and Twitter; h. Common Alerting Protocol (CAP feed), and; i. TTY for hearing impaired. <p>If bidder supports additional channels not listed above, please list them in the space provided below.</p> <p>Describe how the solution will meet this requirement.</p> | X | | | |
| <p>Bidder Response: Everbridge supports up to 40 total delivery methods, with 34 assignable per recipient. The total delivery methods available in the system consist of: 6 phones, 5 phones with extension, 5 SMS devices [using SMS via SMPP], 1 One Way SMS (often used for SMS paging), 5 email addresses, 3 TTY/TDD devices, 1 recipient app (Everbridge mobile app), 1 secure messaging app [SecureBridge app with premium features], 1 TAP Pager, 1 Numeric Pager, 3 Fax numbers, 1 plain text email 1-way, 1 plain text email 2-way using HTTPS Publish, Desktop Alerting (premium feature), posting to Nixte (premium feature), Social Network Posting (premium feature), posting to RSS (using our inherent OASIS CAP support), and posting to IPAWS (authorized clients only). The paths are customizable allowing your administrators to set up as many or as few of each type as needed.</p> <p>The system allows administrators and/or your contacts to configure preferred delivery priority so that devices are contacted in the order desired. If the system is unable to connect with the recipient via the first delivery path, it automatically rotates to the next delivery path and attempts contact again. This process continues until the recipient confirms receipt or until the Broadcast Duration and/or Contact Cycles have expired.</p> | | Yes | 3rd Party | Next Release | No |

**Attachment One
Technical Requirements Matrix
RFP Number 6214 Z1**

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|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|--|
| 1.2 | <p>The EMNS must have a minimum of two (2) geographically separated hosting data center locations by at least 250 miles apart. Both locations must be fully stand-alone, and provide true calling redundancy, and must have the capability to access a minimum of two (2) geographically separated locations by at least 250 miles alternate call server locations, with onsite redundancy per each system.</p> <p>The system shall not require the State to purchase of any additional hardware and/or software.</p> <p>Also, list all your data center compliance and certifications such as AICPA SOC 2 and SOC 3, FedRAMP, ISO 27001, etc. Describe how the solution will meet this requirement.</p> | X | | | | |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|--|

**Attachment One
Technical Requirements Matrix
RFP Number 6214 Z1**

Bidder Response: Everbridge uses a combination of brick-and-mortar data centers in California and Colorado and private cloud infrastructure in the US, Canada, and Europe to provide localized data storage and to meet demand during peak usage.

The Everbridge Critical Event Management Platform is a SaaS-based service and technology that enables our clients to communicate very quickly, with any number of desired recipients, targeting a variety of devices for contacting those individuals (pagers, telephones, text messaging, email, etc.). This means that all hardware, software, and capacity related to the notification system are hosted and managed entirely by Everbridge and authorized Everbridge personnel only. The only requirement for web-based access to the system is to leverage an internet browser which supports HTTPS 256-bit encryption. Everbridge also provides other means of access to the system, such as via telephone, Live Operator service and web-enabled mobile phones.

Everbridge maintains the following industry recognized security and compliance attestations:

- SSAE18 SOC 2 Type II and SOC 3 certified;
- ISO/IEC 27001:2013 Certification;
- FedRAMP Authorization;
- SAFETY Act;
- BSI Cloud Computing Compliance Control Catalog (C5);
- EU-U.S. Privacy Shield;
- G-Cloud; and
- UK ICO

Our security policies are governed by NIST 800-53 (<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>), Controls for Moderate Impact systems, and a complete overview of our security policies and attestations can be found here: <https://www.everbridge.com/company/legal/>

| | | Yes | 3 rd Party | Next Release | No |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------|--------------|----|
| 1.3 | The EMNS must be available 99.999% of the time. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Everbridge provides a high performance, scalable and reliable Software as a Service solution (the "Service"). The Service will have a monthly broadcast availability of 99.99% or greater, allowing for real-time call prioritization which provides optimal service to customers at all subscribed service levels. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.4 | The EMNS must include 24x7x365 system support, no queue, and no wait customer service/help desk. Describe how the solution will meet this requirement. | X | | | |

**Attachment One
Technical Requirements Matrix
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| <p>Bidder Response: From an operational and support perspective, clients have access to 24x7x365 technical support via our Support Center online, via email, and telephone. Technical support challenges are typically addressed by our Technical Support team, but more complex issues may be escalated to senior technical support personnel or NOC engineers. Additionally, each client is assigned an Account Manager to be the main point of contact for clients for business and service support.</p> <p>Everbridge provides clients with extensive online learning and training tools as well as best practice information for managing the solution, sending out communications, and more. These are available to all clients through Everbridge University and should clients require custom training, Everbridge is able to deliver such engagements through our Professional Services team.</p> | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 1.5 | The EMNS must ensure that the database is PII compliant. Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: In regard to PII, such as the contact data stored in the Everbridge system, by default, all data fields in the Everbridge system are "contact data" fields (such as telephone, email address, physical address, first name, last name, etc.). The only required fields in the platform are the first name, last name, External ID (unique identifier for each contact record), and Contact Record Type.</p> <p>At all times, clients maintain full control over which data fields are populated with data in the notification system, the amount of data being managed, and the frequency at which the data transmission occurs. Any data element that is deemed "too sensitive" to store externally from the client environment can simply not be provided to the Everbridge platform for storage or use.</p> <p>We leverage a defense in depth approach to protect client data. We also use real time monitoring and logging utilities to ensure compliance among our infrastructure.</p> | | | | | |

**Attachment One
Technical Requirements Matrix
RFP Number 6214 Z1**

| | | Yes | 3 rd Party | Next Release | No |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------|--------------|----|
| 1.6 | System upgrades and security patches for the EMNS must be provided at no additional cost to the State. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Due to the hosted nature of the system, all maintenance and upgrades are performed internally by authorized Everbridge personnel and at no charge to our clients. However, from time to time, we introduce premium features to which clients have the option to subscribe to gain access. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.7 | The EMNS must be capable of being securely accessed by designated division administrators for initiation via any and all of the methods listed below. Please describe how the system can be accessed for notification initiation. <ul style="list-style-type: none"> a. Any internet access connection, including dial-up or satellite without any additional software; b. Telephone Live support with no waiting cue; c. Email; d. Mobile device apps. | X | | | |
| Bidder Response: The Everbridge platform supports the ability to launch new and template broadcasts to both individuals and groups of individuals, manage messages, and view reports from PCs, smartphones, and tablet devices. Browser-based access to our system requires the use of a web browser which supports 256-Bit TLS security. Furthermore, today, we have mobile app support for iOS and Android devices as well as a universal browser interface which will function among any smartphone or tablet device, such as BlackBerrys or Windows Mobile phones or tablets. Any authorized user (admin) needing assistance from a remote location can access the live operator 24-hour help desk from a telephone, cell phone, or computer. The operator can assist with sending a notification when an internet connection is not available. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.8 | The system must support the establishment of multiple notification subdivisions/groups for each division or jurisdiction. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Everbridge supports an unlimited number of groups in a custom multi-tiered hierarchy that mirrors the structure of your organization. | | | | | |

**Attachment One
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| | | Yes | 3 rd Party | Next Release | No |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------|--------------|----|
| 1.9 | The EMNS must allow individual administrators and recipients to designate multiple devices to receive notifications. Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: Everbridge supports up to 40 total delivery methods, with 34 assignable per recipient. The total delivery methods available in the system consist of: 6 phones, 5 phones with extension, 5 SMS devices [using SMS via SMPP], 1 One Way SMS (often used for SMS paging), 5 email addresses, 3 TTY/TDD devices, 1 recipient app (Everbridge mobile app), 1 secure messaging app [SecureBridge app with premium features], 1 TAP Pager, 1 Numeric Pager, 3 Fax numbers, 1 plain text email 1-way, 1 plain text email 2-way using HTTPS Publish, Desktop Alerting (premium feature), posting to Nixle (premium feature), Social Network Posting (premium feature), posting to RSS (using our inherent OASIS CAP support), and posting to IPAWS (authorized clients only). The paths are customizable allowing your administrators to set up as many or as few of each type as needed.</p> <p>The system allows administrators and/or your contacts to configure preferred delivery priority so that devices are contacted in the order desired. If the system is unable to connect with the recipient via the first delivery path, it automatically rotates to the next delivery path and attempts contact again. This process continues until the recipient confirms receipt or until the Broadcast Duration and/or Contact Cycles have expired.</p> | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.10 | The EMNS must permit recipients to respond immediately on any two-way device (phone, mobile device or email) as well as provide a call back response number for one-way devices like fax machines and one-way pagers. Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: Our system supports many types of devices for two-way communication with target recipients. Two-way communication can be interpreted in several ways:</p> <p>The Ability to Gather Confirmation Information from a Target Recipient</p> <p>Everbridge supports confirmation capabilities with all notification types. The confirmation process varies based on the target device type (e.g., on a telephone the user will "Press 1" to confirm receipt; on an HTML email the user will click a hyperlink; on a text-based device, the user will use the device's Reply function, type the word "YES", and click the device's Send button). The Everbridge system intelligently tailors the confirmation process based on the intended target device and its capabilities.</p> <p>As recipients confirm receipt of a notification, all of the confirmation information being routed back is recorded in the Everbridge system. It includes all devices targeted, time/date stamp information for each contact attempt, and all of the call results for each recipient (whether the user confirmed and at what time, OR what the Everbridge system encountered when attempting to contact the target member). Everbridge reporting functionality will display near real-time statistics about the notification that was sent, and detailed archive reports will be available for viewing as well.</p> <p>The Ability to Query Target Recipients and Gather Responses Using a Polling Notification</p> | | | | | |

**Attachment One
Technical Requirements Matrix
RFP Number 6214 Z1**

Polling notifications enable clients to provide their target recipients with critical message content, include a question to which the recipient should respond, and then provide up to nine responses from which the recipient may choose. Once the recipient selects the desired response, the information is immediately collected and processed into the Everbridge system. This not only updates the notification system's real-time dashboard report; it also makes the information immediately available for additional mining using the system's additional reporting features.

Two-Way Communication Using the Everbridge Mobile Application and Secure Chat

The Everbridge mobile app supports two-way, secure communication via the Incident Chat feature. This feature enables two or more team members to have a secure text chat session. Information is encrypted in transit and at rest.

Two-Way Communications Using Everbridge Conference Calling Functionality

Everbridge also provides two-way communication via conference notifications which quickly join selected recipients of the notification to the same conference bridge. Clients may create conference notifications that include up to 250 individuals using our conference bridge system or by leveraging their own internal system for the calls. As target recipients receive the conference notification, they simply "Press 1" to join the call. The recipient is not disconnected from the initial notification call and does not have to dial an additional telephone number or pass code to be connected to the conference call.

| | | Yes | 3 rd Party | Next Release | No |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------|--------------|----|
| 1.11 | <p>The EMNS must be compliant with all requirements outlined by IPAWS 2.0 and WEA 2.0, including Spanish language and state/local WEA testing. Describe how the solution will meet these requirements.</p> <p>a. Is EMNS capable of allowing a state authority to issue Wireless Emergency Alerts with an event code of CAE (Child Abduction Alert)?</p> <p>b. Does the EMNS meet all critical functions outlined by FEMA in its vendor letters dated February 27, 2015 and May 2018?</p> | X | | | |

Bidder Response: Yes. Everbridge is certified as an application service provider for IPAWS. Authorized clients will configure their Everbridge Organization (environment) with their IPAWS information and digital certificate provided by FEMA. Once the client user loads the credentials into the assigned Organization, authorized alerting users will be able to send communications to contacts via all available delivery channels including IPAWS channels (such as WEA, EAS Broadcast, Public Feed, and COG to COG messaging) in the same notification, or simply target IPAWS channels separate from any other population/device. In addition, authorized clients can test their messages and templates by sending test alerts to the Joint Interoperability Test Command (JITC) test environment from their Everbridge Organization at any time and with any frequency.

**Attachment One
Technical Requirements Matrix
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| | | Yes | 3 rd Party | Next Release | No |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------|--------------|----|
| 1.12 | All EMNS access must be compatible with existing equipment without any modification, reconfiguration or additional hardware. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Using Everbridge requires no more than an existing PC workstation with a Web browser that supports HTTPS TLS encryption. Clients are not required to purchase, install, or maintain any hardware, software, or capacity to leverage the Everbridge system. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.13 | The EMNS must allow multiple administrators to make simultaneous outgoing calls. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Everbridge supports the ability for clients to deploy as many messages as desired (simultaneously) related to any event. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.14 | The EMNS must have Common Alerting Protocol (CAP) and RSS outputs. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Everbridge's solution supports CAP compliance with our IPAWS integration (available to FEMA authorized clients) and with our RSS feature containing an embedded CAP-formatted payload. Should additional CAP support be required, clients may utilize our JSON-based RESTful API structure to define custom integration to launch broadcasts from inbound CAP-based messages. Development can be conducted by our clients or Everbridge can provide such services as a Professional Service engagement (for additional fees). Everbridge would welcome the opportunity to discuss this topic further as required. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.15 | The EMNS must have the ability to convert text to speech. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Everbridge complies. Everbridge includes text-to-speech (TTS) to render audio in 24 languages (and growing). Everbridge holds US Patent # 8,149,995 covering the use of text-to-speech in a notification. | | | | | |
| In addition, Everbridge provides 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 | | | | | |

**Attachment One
Technical Requirements Matrix
RFP Number 6214 Z1**

- Call in from 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 ManageBridge application

**Attachment One
Technical Requirements Matrix
RFP Number 6214 Z1**

| | | Yes | 3 rd Party | Next Release | No |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------|--------------|----|
| 1.16 | <p>The EMNS must be able to receive multiple responses such as touch-tone signals to initiate further actions. Describe how the solution will meet these requirements.</p> <p>These actions must include:</p> <ul style="list-style-type: none"> a. Initiate a new notification upon selection of that response; b. Escalate the event upon selection of that response; c. Select a response that must automatically connect to a specific phone number; d. Instantly join a live conference call; e. Transfer the notification to another person if the recipient is unable to respond; <p>If additional responses are available, please list in the space provided below:</p> | | | | X |
| <p>Bidder Response: Everbridge clients can define their Polling Responses (up to nine) to collect this sort of information based on the verbiage used in the response – i.e. I can report within 15 minutes; I can support over time request for September 10, 2017; etc. At this time, we do not support the freeform collection of additional information once a Polling Response has been submitted by the recipient. Everbridge would welcome the opportunity to discuss and demonstrate this functionality as required.</p> | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.17 | <p>The proposed EMNS must not disrupt existing network security already in place, and must operate at a minimum of the 2048bit-key encrypted NSA (National Security Agency) standards. Describe how the solution will meet this requirement.</p> | X | | | |
| <p>Bidder Response: Everbridge is a SaaS implementation and as such it will not interrupt or affect your current in-place network security operations. Everbridge uses TLS 1.2 with 2048-bit encryption configured.</p> | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.18 | <p>Selectable access and security must be provided for administrators to control all user functions (Example: one user may be allowed to perform all functions; while others may be limited to performing restricted functions such as access only to update call lists, or only to view notifications in progress but unable to modify or end an alert). Describe how the solution will meet this requirement.</p> | X | | | |
| <p>Bidder Response: Everbridge has multi-tiered access controls that are based on the permissions that are assigned to an administrator. These roles can be restricted based on organization, group, or filters that allow an admin to only access the individuals that meet certain criteria within their profile.</p> | | | | | |

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| | | Yes | 3 rd Party | Next Release | No |
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| 1.19 | State of Nebraska data must never be sold, transferred, shared, or otherwise used for any other purpose than for explicit use by the EMNS. Likewise, the data must never be reviewed for data harvesting or any other type of metric analysis other than explicitly required for operation of the EMNS. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: At no time will any client's data be used for any purpose other than to provide requested notification and reported services. Statistical analysis of notification campaigns are done in aggregate, for usage and trending purposes, and at no time will an individual's data be surfaced through this process. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.20 | State of Nebraska data is the property of the State of Nebraska and remains so throughout the life of the contract to include any and all renewals and/or extensions. All data will be returned immediately at the end of the contract to the State of Nebraska. No copy of the data will be retained by the contractor. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Everbridge clients maintain full ownership of all data collected and provided to the Everbridge suite and the data the client uploads into our Community Engagement platform (optional purchase). However, opt-in data collected through our Community Engagement platform, while available for client notification purposes, is collected, owned, and hosted by Everbridge. | | | | | |
| Everbridge would be glad to discuss this topic in more detail upon final selection. Please contact your assigned Everbridge Account Representative for more information. | | | | | |

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| Message Management Requirements Section 2 | | Yes | 3rd Party | Next Release | No |
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| 2.1 | A message initiator must have the ability to create and send notifications in under two (2) minutes. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: We provide a single page workflow which allows clients to specify message type, message content, target audience, and deployment options (such as devices to target, number of contact cycles, etc.). Using this workflow, it takes less than one minute to define a notification and send it from the platform. Furthermore, notifications may be launched even more quickly using our Notification Templates, whereby various elements of the notification deployment may be defined ahead of time—reducing the selection of the options to send the notification when needed. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 2.2 | All administrators must be required to have a user name and password and a role description defining their scope of authority, division, and limits. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Everbridge, by default, requires all client administrators to login using a valid unique username and complex alpha-numeric password. Everbridge also offers Single Sign On functionality with SAML 2.0 compliant authentication systems as a premium option. Everbridge has multi-tiered access controls that are based on the permissions that are assigned to an administrator. These roles can be restricted based on organization, group, or filters that allow an admin to only access the individuals that meet certain criteria within their profile. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 2.3 | The EMNS must allow message initiator to send notifications to an unlimited number of recipients. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: The volume of message recipients (contacts) that clients may store in their Everbridge environment is based on the volume of contacts covered by their services agreement. Please contact your assigned Everbridge Account Representative to discuss this topic further as required. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 2.4 | The EMNS must allow designated division administrators to send pre-scripted or ad hoc emergency action messages using a web-based interface. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: 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 called the Everbridge Mobile URL to support any smartphone device. 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. | | | | | |

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| | | Yes | 3 rd Party | Next Release | No |
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| 2.5 | <p>Message initiators must be able to contact the notification service through a designated website or through a toll-free telephone number to a 24/7 operations center maintained by the contractor. It must be possible to immediately speak with an operator who can:</p> <ul style="list-style-type: none"> a. Follow instructions to initiate an alert; b. Determine the scope of authority, division, and limits of the caller. <p>Describe how the solution will meet these requirements.</p> | X | | | |
| <p>Bidder Response: Everbridge provides clients with 24x7x365 technical support and a Live Operator service for assistance with launching notifications. The Live Operator service is housed internally in our Network Operations Center for help sending broadcasts in any situation, day or night.</p> | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.6 | <p>The EMNS must include multiple methods to initiate messages. The message initiator must be able to:</p> <ul style="list-style-type: none"> a. Dictate a message to an operator; b. Record a voice message by telephone or Internet; c. Type a text message using an Internet or a telephone text-messaging device; d. Live operators or the system software must be able to convert text messages to highly intelligible speech. <p>Describe how the solution will meet these requirements.</p> | X | | | |
| <p>Bidder Response: Everbridge provides clients with 24x7x365 technical support and a Live Operator service for assistance with launching notifications. The Live Operator service is housed internally in our Network Operations Center for help sending broadcasts in any situation, day or night.</p> <p>Everbridge supports the ability for client message initiators to record voice content using the telephone, our online recorder, or using the Everbridge ManageBridge app for iOS and Android devices.</p> <p>The Everbridge platform supports the ability to launch new and template broadcasts to both individuals and groups of individuals, manage messages, and view reports from PCs, smartphones, and tablet devices. Browser-based access to our system requires the use of a web browser which supports 256-Bit TLS security. Furthermore, today, we have mobile app support for iOS and Android devices as well as a universal browser interface which will function among any smartphone or tablet device, such as BlackBerrys or Windows Mobile phones or tablets.</p> | | | | | |

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| | | Yes | 3 rd Party | Next Release | No |
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| 2.7 | The EMNS must have the ability to issue multiple notifications modes simultaneously with a single action. Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: Everbridge allows multiple message templates and message types to be rolled up into a single event so that a single action can launch all associated communications. Everbridge terms this functionality an "Event" launch. Furthermore, Events offer a unique report allowing admins to see, top down, how all notifications included as part of the event were executed and responded to.</p> | | | | | |

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| | | Yes | 3 rd Party | Next Release | No |
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| 2.8 | The message initiator must have the ability to define the duration of the notification. (Example: after one hour of attempts to contact recipients the notification must be terminated). Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Clients may define the Broadcast Duration for all notifications deployed which defines the amount of time the notification remains "active" in the Everbridge solution for deployment of messages as well as for the collection of confirmation/polling responses. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.9 | The EMNS must include a series of web based, pre-defined templates for emergency messages which administrators can use to initiate messages or can modify or define new ones. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Everbridge clients will create their own message and notification templates in the solution, ad-hoc, based on their needs. Everbridge can also provide some example "message maps" (templates) that can be used by our clients to craft their own messaging as needed. Everbridge would welcome the opportunity to discuss and demonstrate this functionality as required. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.10 | The system must allow for unlimited notifications to be created and stored for immediate activation with the ability to quickly edit notifications ad hoc. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Customers are able to create and save message an unlimited number of templates to expedite communication processes. Message templates contain pre-recorded voice and text content which can be applied to new notifications. Broadcast templates are pre-defined notifications which contain message content, target recipients, and settings. Once saved, broadcast templates can be quickly deployed individually or as a group in under 15 seconds. Templates are stored in a corresponding library for easy management. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.11 | The message initiator must have the ability to define the type of message (broadcast, first response, round robin, etc.) and the frequency of calling recipients' devices. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Everbridge supports rules to define the sequence of message delivery. This functionality is offered from an "admin" perspective whereby the Delivery Methods (devices) to which notification are sent are contacted in a desired order. This setting is "global" within the platform. Furthermore, "admin" level users may also access any contact profile and adjust the priority settings for any user directly. | | | | | |

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| 2.12 | <p>The EMNS user interface must allow for:</p> <ul style="list-style-type: none"> a. The simple creation of notifications; b. The selection of notification recipients or groups and; c. The ability to edit any portion of the notification prior to sending. <p>Describe how the solution will meet these requirements.</p> | X | | | |
| <p>Bidder Response: Everbridge provides efficient single screen message creation.</p> <p>Everbridge is designed with ease of use in mind for both message senders and recipients. Our system is built with an intuitive interface that allows for administrators to send messages and navigate the system easily. For new notifications, we provide a single page workflow which allows clients to specify message type, message content, target audience, and deployment options (such as devices to target, number of contact cycles, etc.).</p> | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.13 | <p>Message initiator must be able to have scheduled scenarios automatically delivered based on day of month or time of day, where scheduled call-outs can be classified as a recurring activity (Examples: monthly system tests, bi-weekly event postings). Describe how the solution will meet this requirement.</p> | X | | | |
| <p>Bidder Response: Everbridge Complies. In addition to sending a message immediately and saving broadcast templates for later use, clients can also choose to schedule a message to go out at a specific date and time or as a recurring message to be sent on a daily, weekly, or monthly basis.</p> | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.14 | <p>The EMNS must have the capability to transmit pre-recorded voice messages or ad hoc messages of any length between 10 seconds and three minutes. Describe how the solution will meet this requirement.</p> | X | | | |
| <p>Bidder Response: Our solution supports text-to-speech functionality inherently. If a client creates a text-only message and deploys it to a voice-based device, Everbridge's text-to-speech engine will convert the text for successful delivery to a voice device such as a telephone. Furthermore, clients can also record voice and text for any notification, and text-based content will deploy to text devices (email, SMS, etc.) and voice content will deploy to voice devices (cell phones, landline phones, etc.).</p> | | | | | |

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| 2.15 | The EMNS must allow the notification to provide recipients with response options that must immediately connect them to an administrator-defined phone number, such as a Service Desk or conference call bridge. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Everbridge provides four (4) basic conference bridge (CB) lines that are always available. You may distribute the CB details at your leisure. When two (2) contacts connect to the bridge, the line is opened, there is no 'organizer'. Each 'basic' bridge supports up to 96 concurrent callers. In addition, Everbridge provides Smart Conference Bridge capability where the line(s) is dedicated, 250 concurrent callers are supported and via Notification, caller validation may be applied, call recording can be enabled, and a 'connection' report is always available after the call is complete. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.16 | The message initiator must have the ability to listen to the text to speech message before the message is initiated. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Everbridge supports this functionality inherently and messages can be previewed by message initiators using our web based single page notification workflow prior to deployment. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.17 | The message initiator must have the ability to set the delivery speed/throttle rate for telephony type messages to be sent. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Everbridge's detailed reporting information and call results can be used by clients to determine throughput speed and limitations of any target network downstream. This information can then be used by clients to customize our Broadcast Throttling rules, if desired, to better accommodate local client infrastructure or capacity challenges. Everbridge would welcome the opportunity to discuss this topic further as required. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.18 | The EMNS must have the ability to store special pronunciations in the system so that when a word is typed in an outgoing message the word is pronounced as phonetically stored in the system. Describe how the solution will meet this requirement. | | | | X |
| Bidder Response: This functionality is not currently available but may be requested as an enhancement in the future. | | | | | |

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| 2.19 | The EMNS must have the ability to address the recipient by user name as a greeting at the beginning of the message as a default setting. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Yes, Everbridge supports the ability for clients to customize the "voice greeting" (preamble message) that is presented to a recipient prior to receiving the message content via telephone. Clients are encouraged to customize the greeting for both Non-Priority and Priority messages. Everbridge would welcome the opportunity to demonstrate this functionality as required. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.20 | The EMNS must have the ability to set default message sending methods by division or group. Example: a specific group could always default to "round robin" method unless overridden at the time the message was initiated. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Client can configure templates by group. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.21 | The initiator of a message must have the ability to override device preferences. (Example: the administrator must have the option to call "work phones only" during a notification even though the primary device listed in a recipient preference is "mobile phone" the only device called for this recipient in this example would be "work phone") Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: All default settings can be changed for a notification if desired. This includes caller ID, email address, cycles, wait times, device paths utilized, and priority. This allows for appropriate settings for appropriate messages. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.22 | The EMNS must have the ability to include rich media attachments on email notifications. Bidder describe process. (add this type of sentence to all requirements.) | X | | | |
| Bidder Response: Everbridge supports up to five separate attachments that can be sent to email notifications. Total attachment size cannot exceed 2 MB of data and no single attachment can exceed 2MB. | | | | | |

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Additionally, these attachments can be sent to our Everbridge mobile application for smart phones and tablets.

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| 2.23 | <p>The message initiator must have the ability to control how call-outs must be terminated, including but not limited to:</p> <ul style="list-style-type: none"> a. All recipients defined for notification have been reached; b. The pre-determined time period comes to an end; c. A selected number of unsuccessful attempts to reach a recipient has been reached; d. A pre-determined number of recipients from a larger list have been notified; e. Pre-determined positions have been filled by desired number of personnel; f. The callout is stopped manually. <p>Describe how the solution will meet these requirements.</p> | X | | | |
| <p>Bidder Response: The Everbridge system will continue to seek a confirmation from recipients until it is received. Confirmations can be received in a number of different ways. These include clicking a link in an email, pressing a key on the telephone, responding to a text message, pressing a button in a mobile app, responding to an email on a plain text email device (such as a two-way pager), or calling into a toll free number and entering a PIN.</p> <p>Once that confirmation is received the Everbridge system will stop trying to contact the individual. This means that the same contact will not receive multiple messages if they have registered their confirmation prior to the next message being broadcast.</p> | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.24 | <p>The EMNS must be able to receive a response from two way devices to confirm a message has been delivered.</p> <p>Explain the methods.</p> | X | | | |
| <p>Bidder Response: Everbridge Complies. Everbridge supports a total of 40 delivery methods per member all of which can receive and confirm delivery of recipient of a notification.</p> <ul style="list-style-type: none"> • A message delivery to a phone is typically confirmed by pressing one for a notification or selecting from up to 9 choices for a polling notification. • An SMS Text message will prompt a user to text back the word "yes" to confirm receipt of the text message. • Email is delivered with an active hyper-link that allows a user to click and confirm receipt. • Alpha Numeric Pagers are provided a toll-free number and PIN to enter to confirm receipt. • The Everbridge mobile recipient app for iOS and Android devices can also confirm receipt of a notification. In addition to being able to receive a message via Wi-Fi or cellular data, the recipient can reply with additional information. If the recipient was at an important location, he or she could reply with a message that included something similar to "I am seeing severe weather at the town center," and | | | | | |

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| <p>additionally provide a GPS location and attach a photo of the weather that he or she is seeing. The message sender could then see the recipient's location on a map and view and/or forward the image he or she has just submitted. This powerful two way communication tool assists organizations in making informed decisions while continuing the alerting process.</p> | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 2.25 | <p>The EMNS must be able to receive polling information (Example: "press one for Available, press 2 for Deployed, or press 3 for Out of Service"). This ability must be available in some form for all two-way devices and a call back method must be available for one-way devices. Describe how the solution will meet this requirement.</p> | X | | | |
| <p>Bidder Response: Everbridge fully supports this requirement.</p> | | | | | |

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| 2.26 | The EMNS must have the option of allowing the recipient to hear the message repeated. Describe how the solution will meet this requirement. (Example: "press zero to hear this message repeated") | X | | | |
| Bidder Response: Yes, recipients can have an Everbridge message replayed using the keypad on their phone. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.27 | There must be a feature that requires a PIN or other authorization of receiver for secure messages before delivery. (Example: "enter your PIN to listen to this message"). Describe how the solution will meet this requirement. If additional authorization criteria is available, please list: | X | | | |
| Bidder Response: Users can optionally set a PIN so that they will not be able to read messages until it is entered. This feature may be enabled by the individual or required as a setting by administrators. | | | | | |

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| Contact Management Requirements Section 3 | | Yes | 3rd Party | Next Release | No |
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| 3.1 | The EMNS database must be capable of allowing system administrators to add or delete contact numbers from the main database or any databases created by the same administrator at any time and provide an audit trail to search and inspect changes and deletions. Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: Everbridge allows client administrators to log-in to the system at any time to manually add, change, delete members and/or their data from the system. This option is ideal for one-at-a-time entry for small, periodic changes.</p> <p>Everbridge enables active monitoring, intrusion detection, and logging of all events, on all components, within all tiers of the fully redundant, geographically dispersed SaaS infrastructure. The monitoring tools consist of 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, then the monitoring tool generates an alert that is immediately investigated by our on-call support team.</p> <ul style="list-style-type: none"> • Production aspects captured through audit logs include user activity (individuals and administrative personnel), software processes, operating system processes, and data changes. • Everbridge captures information about all access requests and attempts, authorized or unauthorized (including deletions, last modified details, etc.) • Host-based process activity is logged, tracked, and monitored by Everbridge IT personnel. • Changes to data in the database (add, delete, and modify) are recorded in database audit logs. • Audit logs are reviewed on a regular basis to identify irregularities, to identify patterns of activity, and to ensure proper operation of the system. <p>All security event logs are stored off-site in cloud storage via an industry leading IT Security provider. The logs are digitally signed and compressed. Everbridge keeps security logs for one year.</p> | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.2 | The EMNS must have the ability to import contact information from any database via secure file transfer protocol. Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: Clients may choose to populate Everbridge with contact data from any internal data source (Workday, PeopleSoft, Ellucian/Banner, etc.) using several methods including a manual export of contact data from the chosen data source to a CSV file format for manual upload to Everbridge, an automated upload of a CSV data file using any SFTP clients, and more direct/programmatic integration is available through our RESTful JSON-based API structure. Integration with the Everbridge API is available as an option for all of our clients. Integration requires the development of a "middleware" application which will interface between the chosen backend data system with the Everbridge platform online. The development of the middleware can be conducted internally by client resources or clients may choose to contract with Everbridge Professional Services to complete the development and integration, which will require additional scoping and development fees.</p> | | | | | |
| | | Yes | 3rd Party | Next Release | No |

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| 3.3 | The EMNS must offer (as an option to divisions that require the additional service) a solution that must automatically synchronize the division's contact list with the system database. Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: In regard to PII, such as the contact data stored in the Everbridge system, by default, all data fields in the Everbridge system are "contact data" fields (such as telephone, email address, physical address, first name, last name, etc.). The only required fields in the platform are the first name, last name, External ID (unique identifier for each contact record), and Contact Record Type.</p> <p>At all times, clients maintain full control over which data fields are populated with data in the notification system, the amount of data being managed, and the frequency at which the data transmission occurs. Any data element that is deemed "too sensitive" to store externally from the client environment can simply not be provided to the Everbridge platform for storage or use.</p> <p>We leverage a defense in depth approach to protect client data. We also use real time monitoring and logging utilities to ensure compliance among our infrastructure.</p> | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.4 | The EMNS database must be able to store unlimited devices per database contact and should allow a different calling order of these devices depending on the time of day (location schedule). (Example: recipient might designate a work phone as the primary device between 0700 and 1800hrs, a home phone as primary device between 1800 and 2400hrs.) Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: Yes. All times tracked in the Everbridge platform are based on our production internal NTP (time server) which is synchronized with an authoritative publicly available time server (NIST). The deployment of messages is based on the message initiators time zone and should different deployment times based on time zone be required, the message initiator needs only to calculate the appropriate launch time in the desired time zone. Everbridge would be glad to discuss this requirement in more detail upon down select.</p> <p>Everbridge also offers the ability to turn on a Quiet time concept which would allow each Contact to define times they would like a delivery path to not be contacted. The Administrator sending the message could over-ride these quiet time settings in certain emergency circumstances.</p> | | | | | |

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| 3.5 | The EMNS must allow for each political subdivision and its separate departments or entities to open unlimited sub-accounts with their own secure password and identification. Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: Everbridge supports the ability for clients to create Groups and Rules (dynamic groups) for targeting communications. Groups are often defined based on department, division, location, or other attributes defined within an existing source system. Our Rules support the ability for clients to leverage any data element defined as part of the contact record (including Additional Information Fields) to create the target audience. Additional Information Fields/Rules are better suited for data elements that may change more often (such as Manager, Title, Location, etc.)</p> <p>Everbridge would welcome the opportunity to demonstrate our flexible data management options, Groups, and Rules functionality as required.</p> | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.6 | Division administrators must have the ability to control access to each of their databases or to subsets of data within their databases. Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: Everbridge supports this requirement through the use of our Security Roles and only authorized client administrators will have access to contact data. Everbridge would welcome the opportunity to discuss and demonstrate our robust security roles and access permissions as required.</p> | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.7 | <p>The EMNS must be capable of storing:</p> <ul style="list-style-type: none"> a. An unlimited number of call recipients; b. Data for each recipient in unlimited number of notification groups or lists; c. Updates or changes to recipient information and have those changes reflected in repeated records for every notification group where the recipient is listed. <p>Describe how the solution will meet these requirements.</p> | X | | | |
| <p>Bidder Response: The volume of message recipients (contacts) that clients may store in their Everbridge environment is based on the volume of contacts covered by their services agreement. Please contact your assigned Everbridge Account Representative to discuss this topic further as required.</p> <p>Everbridge supports an unlimited number of groups and subgroups. Furthermore, Everbridge supports dynamic grouping based upon filtered search criteria.</p> | | | | | |

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| | | Yes | 3rd Party | Next Release | No |
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| 3.8 | Administrators must have access to and be able to modify all user profiles. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Everbridge supports the ability to assign Security Roles to each of the client administrators to restrict the functionality available to the administrator and to whom the functionality may be applied. Clients may enable, alter, and revoke access for any of their users at any time. Everbridge would welcome the opportunity to demonstrate our security role functionality further as required. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.9 | EMNS must allow administrators to add, update, and delete recipients individually or through an online import process quickly and easily. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Everbridge allows client administrators to log-in to the system at any time to manually add, change, delete members and/or their data from the system. This option is ideal for one-at-a-time entry for small, periodic changes. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.10 | Recipients must have the ability to login to the service in order to update device information if administrator assigns these permissions. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Everbridge's solution inherently provides a profile management portal for clients to utilize, if desired. Our Contact Self-Serve portal enables organizations to expose a website which can be used by client recipients to manage contact data and/or opt-in/out (if enabled by the client) of notification types or services. Our Contact Self-Serve portal is highly configurable allowing clients to include a logo/banner graphic for custom branding and customize the text presented to the user accessing the page (Homepage text, Overview text, and FAQ page text). To provide clients with the best understanding of our portal and customization options available, instead of providing general screenshots, Everbridge would welcome the opportunity to demonstrate our portal and customization options, live, to client stakeholders as required. Please contact your assigned Everbridge Account Representative to request a demonstration of this functionality. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.11 | Administrators must have the option to give recipients the ability to opt in or out of receiving notifications. Describe how the solution will meet this requirement. | X | | | |

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Bidder Response: Everbridge provides an Opt-in portal, in addition, custom fields may be used in such a way to record opt-in or opt-out preferences.

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| | | Yes | 3rd Party | Next Release | No |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|--------------|----|
| 3.12 | The EMNS must allow for editing of groups, subgroups and management levels to be unlimited. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: The Everbridge platform supports an unlimited number of groups, subgroups, and groups within groups all of which are maintained in a single organization (client environment) within the Everbridge system. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.13 | Layers and types of security must be provided for all user functions (one user may be allowed to perform all functions while others may be limited to performing restricted functions such as roster updates.) Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Everbridge has multi-tiered access controls that are based on the permissions that are assigned to an administrator. These roles can be restricted based on organization, group, or filters that allow an admin to only access the individuals that meet certain criteria within their profile. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.14 | All State of Nebraska data base information must remain in the continental United States even for redundancy or backup purposes. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: From a data store perspective, clients may choose to store their data in one of the following implementation regions of Everbridge: <ul style="list-style-type: none"> • United States Region: Northern California; Northern Virginia • Canadian Region: Toronto, Ontario • United Kingdom Region: London, England • German Region: Frankfurt, Germany Once an implementation region is selected, data is stored within that region only and never replicated to another implementation region. | | | | | |
| | | Yes | 3rd Party | Next Release | No |

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| 3.15 | EMNS provider must have an internet based self-registration page or provide a link from an agencies specified website to same type of page. Self-registration site must have ability to enroll and register their enrollment date, name, address, at least three cell phone numbers per enrollee, cell phone of highest priority and selection from a predefined list of at least ten notification event types. All Enrollment information data fields must be searchable and sortable. User name and password can be synced with existing databases such as Active Directory. System enrollment webpage must include agreement language, acknowledgment of use, explanation of system use, limitations of | X | | | |
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| | system and enrollee requirements. Also allows users to un-enroll voluntarily at any time. Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: Everbridge's solution inherently provides a profile management portal for clients to utilize, if desired.</p> <p>Our Contact Self-Serve portal enables organizations to expose a website which can be used by client recipients to manage contact data and/or opt-in/out (if enabled by the client) of notification types or services. Our Contact Self-Serve portal is highly configurable allowing clients to include a logo/banner graphic for custom branding and customize the text presented to the user accessing the page (Homepage text, Overview text, and FAQ page text).</p> | | | | | |

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| System Reporting Requirements Section 4 | | Yes | 3rd Party | Next Release | No |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------|-------------------------|-----------|
| 4.1 | The EMNS must be capable of sending real time email reports to predetermined recipients. Describe how the solution will meet this requirement. | | | | X |
| Bidder Response: At this time, Everbridge does not support emailing reports. However, the Everbridge Dashboard tracks notifications in real time to display compiled results in a clear and easy-to-read interface for quick informed decision-making. The dashboard reporting screen automatically refreshes every 60 seconds, or it can be manually refreshed while the broadcast is active to provide up-to-the-second information. Officials can easily access detail-level reporting to see who has received and confirmed messages and who has not. Further high-level real-time reporting is also available using the Active Notification/Notification History tab in the web console – or through the ManageBridge app for handheld devices. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 4.2 | Real-time reports of all message delivery attempts, confirmations, and polling results must be available by internet once a notification has been sent. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Please see the response above. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 4.3 | EMNS reporting must be capable of providing notification content. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Everbridge provides real time notification metrics available for each broadcast that includes full broadcast summary details, total number of notification results (confirmations, not confirmed, confirmed late and unreachable or based on polling responses) along with full delivery details that outline each individual within the broadcast, their confirmation status, confirmation time, attempt time, first attempt time, confirmed path, polling results and full call results information. Additionally Everbridge has a robust Ad-Hoc reporting feature that can generate a report that can draw from all data fields in the notification details and contact database. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 4.4 | EMNS reporting must be available to view or upload to other reporting databases. Describe how the solution will meet this requirement. | X | | | |

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Bidder Response: Everbridge offers one of the most powerful sets of reporting tools in the Critical Event Management market. These include reports for use during emergency activations as well as afterwards. The system provides three types of notification reports, giving you the information you need, when you need it. All reports are capable of export.

Notification Dashboard Reporting (Real-time Reporting) - The first type of report is Everbridge's Notification Dashboard reporting. This dashboard is a reporting system that tracks notifications in real time, allowing you to observe the results of the broadcast as they occur. Receiving real-time broadcast results allows you to make faster, more informed decisions.

The dashboard reporting screen automatically refreshes every 60 seconds, or it can be manually refreshed while the broadcast is active to provide up-to-the-second information. You can easily access detail-level reporting to see who has received and confirmed messages and who has not.

Broadcast Reports - The second type of report is the Detailed Broadcast Report, which provides detailed breakdowns of each notification sent. Detailed Broadcast Reports are available online through the Web-based administration console. They can also be automatically e-mailed or faxed at the conclusion of a broadcast.

Ad Hoc Reports - The third type of report is the Ad Hoc report, which allows administrators to extract specific data from the system. Ad hoc reports can be downloaded in CSV and PDF format as well as HTML format.

Everbridge allows users to retrieve call records via a wide variety of record search and reporting options. Unlike some mass notification systems that provide only static report features, Everbridge's Ad Hoc Reporting functionality will allow you to pull reports that are important and meaningful for your specific needs. Users can create custom Member Reports, Group Reports, and Broadcast Reports by choosing from a large selection of data fields from which to query.

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| | | Yes | 3rd Party | Next Release | No |
|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|--------------|----|
| 4.5 | EMNS reporting must be downloadable to a single file report delivered in a CSV format. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Please see the response above. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 4.6 | EMNS reporting must be searchable by all data fields. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Please see the response to 4.5 above. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 4.7 | EMNS reporting must be capable of providing all attempts with specific results to include: <ul style="list-style-type: none"> a. Recipient response action; b. Message left in voicemail; c. Disconnected; d. Busy; e. Failed notification; f. Summary of responses; g. Time notification was closed. Describe how the solution will meet these requirements. | X | | | |
| Bidder Response: Please see the response to item 4.5 above. | | | | | |

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| | | Yes | 3rd Party | Next Release | No |
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| 4.8 | EMNS reporting must be capable of providing recipient list. Describe how the solution will meet this requirement. | X | | | |
| Bidder Response: Please see the response to item 4.5 above. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 4.9 | EMNS reporting must be capable of providing time of transmit to each device by each recipient. Describe how the solution will meet this requirement. | | | | X |
| Bidder Response: Even though this value is not directly available, first attempt time and actual attempt time is available in the system. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 4.10 | EMNS reporting must be capable of providing a detailed monthly census per division of the maximum number of enrolled contacts. Describe how the solution will meet this requirement. | | | | X |
| Bidder Response: | | | | | |

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| Other Requirements Section 5 | | Yes | 3rd Party | Next Release | No |
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| 5.1 | <p>EMNS must have a GIS mapping capability to enable sender to identify and outline geographic areas to receive specific notifications using at a minimum:</p> <ul style="list-style-type: none"> a. Zip code; b. Radius, polygon or other pre-defined geographic shape; c. Free form, curser-drawn outline of user specific area; d. Use of pre-drawn GIS generated boundary file such as political subdivisions or other. <p>Describe how the solution will meet these requirements</p> | X | | | |
| <p>Bidder Response: Everbridge's Universe Tab and our geographic selection capabilities support all items listed in this requirement using standard functionality. Clients may search based on address, lat/long, landmarks, by contact, and any other data element of a contact record. Our drawing tools allow clients to define new shapes (based on a radius), custom define polygons for inclusion, and utilize multiple shapes at one time. In addition, shapes may be uploaded to the solution for use, and clients may save custom-defined shapes for later use.</p> <p>Everbridge would welcome the opportunity to demonstrate this functionality as required.</p> | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 5.2 | <p>EMNS must have automated National Weather Service (NWS) alert capabilities available. Describe how the solution will meet this requirement.</p> | X | | | |
| <p>Bidder Response: Everbridge's platform offers extensive automated weather alerting which leverages Weather Decision Technologies' (WDT) meteorological resources (including feeds from the National Weather Service) to enhance and optimize over 150 severe weather alerts such as lightning, tornadoes, thunderstorms, hail, ice, snow, extreme temperatures, high winds, flash floods, and flooding. Because these severe weather events are difficult to predict far in advance, they often have terrible loss of property and life for those individuals who are caught unaware. Everbridge launches notifications that are:</p> <ul style="list-style-type: none"> • Specific - Detailed alerts, geographies, and stop start times (using LAT/LONG polygons and weather event information issued from the weather service based on impacted areas) • Map-driven - Visual weather and select targets using GIS maps and shapes • Automated - Deliver alerts to contacts and members automatically • Rules-based - Use rules to determine when a message should be triggered • Targeted - Deliver the right message to the right person automatically <p>Clients may expose weather related messaging categories to their contacts (based on weather events that may impact the client's jurisdiction or region of responsibility) in our Member Portal and allow constituents to opt-in to receive weather related messages that are most important to them (and clients may also require the opt-in of weather messages for events that may be highly threatening to life or property).</p> | | | | | |

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| Everbridge would welcome the opportunity to discuss this topic further as required. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 5.3 | The EMNS must have a minimum of at least two language translation capabilities to include English and Spanish. Describe how the solution will meet this requirement. If more are available, list in the space provided below. | X | | | |
| <p>Bidder Response: While Everbridge's language support is not specifically aligned to the standard outlined, Everbridge provides extensive language support for client users accessing the system or receiving notifications.</p> <p>For example, our user interface is provided in multiple languages; multiple languages are provided for voice prompts with voice notifications; clients may create message text and voice in foreign languages; clients may use auto-translation capabilities (premium feature offered through Scenarios); and the opt-in portal can be configured to support translation using Google Translate.</p> <p>Everbridge would welcome the opportunity to discuss and demonstrate our language support as needed.</p> | | | | | |

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| | | Yes | 3rd Party | Next Release | No |
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| 5.4 | The EMNS provider must have provided similar services for similar sized customers for a minimum of six (6) years. Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: Honing our experience since 2002, Everbridge is the leading provider of SaaS-based Critical Event Management solutions. These are our primary business interests and the whole reason for our operations. We maintain a single suite of products (Critical Event Management Platform) which include modules such as Mass Notification, Incident Communication, Safety Connection, IT Alerting, Visual Command Center, Crisis Management plus our Mobile Solutions. We have over 900 employees across our offices in Los Angeles, San Francisco and Boston (US), London (UK), Stockholm (SE), and Beijing (China).</p> <p>Everbridge, the first publicly traded Critical Event Management provider (NASDAQ: EVBG), currently has more than 4,800 customers, and we have the capability to launch 2 billion messages a year, with 500 million members within the reach of the Everbridge system, which solidifies our ranking as the single largest pure-play notification company in the global marketplace.</p> <p>The Everbridge CEM platform is a set of integrated components delivered via SaaS. Using Everbridge requires no more than an existing Windows or Mac PC workstation with a web browser that supports HTTPS TLS 1.2 256-Bit encryption. Clients are not required to purchase, install, or maintain any hardware, software, or capacity to leverage the Everbridge system. Finally, Everbridge handles all maintenance and upgrades to the solution at no cost to our clients.</p> | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 5.5 | A monthly test of each message delivery mode to at least twelve (12) or more recipients by each political subdivision must be included at no additional cost including any new political subdivision subscribers added after the start of the contract. Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: Everbridge supports the ability to enable clients to perform test notifications through the actual system (to predetermined test recipients), so that there is no danger of the test environment differing from the actual system, or of inadvertently launching a "test" notification to actual recipients instead.</p> <p>Through full testing customers can be confident that their administrators are able to log into the system (ensuring username and passwords are remembered) and can navigate through any of the custom group hierarchy or GIS sections. If a test environment is required, then additional Organizations for testing could be created.</p> | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 5.6 | The proposed EMNS software must be quoted and be supported as a standard existing and working product from the contractor, not as custom programming. Describe how the solution will meet this requirement. | X | | | |

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| Bidder Response: Everbridge is a SaaS service. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 5.7 | The system should be simple to use and should not require extensive training. Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: The Everbridge system is designed with ease of use and speed of access in mind. The Everbridge Web Manager leverages an intuitive tabbed interface along the top of the console, which provides access to all functionalities of the system. Furthermore, the interface has been optimized to support multi-tasking by enabling relevant functions to strategically integrate with one another in a single display. This allows clients to swiftly accomplish a task without navigating through multiple windows, redundant processes, or returning to previous selections to recall an input. Our color palette includes white menus upon a black background with grey-colored interactive buttons. Error messages are denoted separately in red text and presented directly to the logged in user when the exception is handled by Everbridge.</p> <p>Specifically to initiating a notification, all content fields and message options, including the various notification types, are effectively presented in a single view allowing for rapid message creation and deployment. All message settings including sender email address, caller ID and broadcast duration, etc. are automatically pre-loaded with default settings indicated for the organization environment to expedite processes. Customer administrators and authorized users maintain access to modify these default settings at any time.</p> <p>Finally, Everbridge conducts usability testing with both existing clients and individuals that have never seen or used the notification platform. This allows Everbridge to maintain the streamlined, easy-to-use interface that our clients find familiar, while continuing to deliver new and enhanced functionality on a regular basis.</p> | | | | | |

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| | | Yes | 3rd Party | Next Release | No |
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| 5.8 | The bidder must identify who controls or owns the product. Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: Everbridge is a SaaS solution.</p> <p>Everbridge fully hosts, manages, and maintains all aspects of its solution in order to achieve our leading uptime, performance and security commitments to our customers. We utilize a variety of industry leading technologies, vendors, and standards to deliver our solutions. However, Everbridge does not disclose specific information regarding providers utilized within our solution to any outside party in order to maintain compliance with our security framework which is based on NIST SP 800-37/53. Please see our security and data privacy compliance details at - https://www.everbridge.com/company/legal/everbridge-privacy-security-compliance/.</p> <p>At no time is any provider granted access to the solution or the client data therein.</p> | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 5.9 | The bidder must identify what components or elements are leased or partnered. Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: Not applicable as Everbridge is SaaS.</p> | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 5.10 | The bidder must identify who owns the elements that are leased or partnered with. Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: Not applicable with Everbridge.</p> | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 5.11 | The contractor must not require the State or any agency subscribing to the Service to purchase any new additional hardware, software or maintenance to sustain functionality. Describe how the solution will meet this requirement. | X | | | |

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Bidder Response: Everbridge will not require Nebraska to procure, implement and manage any specific hardware onsite for Everbridge suite or secure messaging app. The Secure Messaging app is a mobile solution, so CLIENTNAME's user base will be required to possess an iOS or Android smartphone or tablet.

Optional: clients who choose to utilize Active Directory/LDAP integration with Everbridge's secure messaging app will be required to install a client software application (on a physical server/virtual server the client hosts) which will communicate between the client's directory environment (Active Directory/LDAP) and the secure messaging app. Everbridge would be glad to discuss this upon being named a finalist for Nebraska.

| | Yes | 3rd Party | Next Release | No |
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| 5.12 | All bidders must include in their proposal response a description of the proposed method of importing the current user data from the current EMNS. Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: Clients may choose to populate Everbridge with contact data from any internal data source (Workday, PeopleSoft, Ellucian/Banner, etc.) using several methods including a manual export of contact data from the chosen data source to a CSV file format for manual upload to Everbridge, an automated upload of a CSV data file using any SFTP clients, and more direct/programmatic integration is available through our RESTful JSON-based API structure. Integration with the Everbridge API is available as an option for all of our clients. Integration requires the development of a "middleware" application which will interface between the chosen backend data system with the Everbridge platform online. The development of the middleware can be conducted internally by client resources or clients may choose to contract with Everbridge Professional Services to complete the development and integration, which will require additional scoping and development fees.</p> | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 5.13 | Bidder must make initial training available for administrators and message initiators available for each division of the EMNS. Additionally the bidder must provide additional online administrator training to account for turnover and growth to each division at least twelve (12) times per year as needed. Describe how the solution will meet this requirement. | X | | | |
| <p>Bidder Response: Everbridge University (EBU) is Everbridge's online Learning Management System, and it provides interactive, web-based training to ensure customer's initial and ongoing system proficiency. The training incorporates the skills, techniques, concepts, and best practices needed for anyone, even a non-tech savvy individual, to effectively leverage the Everbridge notification solution. Everbridge University can be revisited at any time for refresher training or for training on newly released products.</p> <p>Everbridge University On-Line Everbridge University consist of self-paced courses between 10 and 60 minutes in length, learning paths and user certifications with assessments. More than 40 courses, over 200 lessons, and more than 20 hours of training are already available with more sessions on the way. In the past six months, more than 4,000 Everbridge customer users have enrolled and completed 31,000 + lessons! The courses are built from an extensive library of short, media-rich training modules, allowing users to access individual modules for as-needed training. Everbridge University On-Line covers all of the Everbridge core products.</p> <p>Benefits</p> <ul style="list-style-type: none"> • Continuously available • Uses Adobe flash videos with audio narrations • Self-paced training allows students to learn when they have time and at their own pace • Just-in-time learning using small, focused content modules • No travel or facilities required, the classroom is anywhere a learner has Internet access • Instant access to updates • Everbridge Certification <p>Everbridge University On-Site (Optional add-on service) Everbridge University On-Site leverages basic knowledge developed through on-line training to develop advanced skills and reinforce best practices. During the on-site training, a highly qualified Everbridge instructor customizes the course to address the customer's implementation specifics. Everbridge University On-Site may be combined with Professional Services offerings creating a blended learning solution to swiftly</p> | | | | | |

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deploy and train advanced configurations and best practices.

Benefits

- Customized hands-on training
- Interactive and enthusiastic trainers with years of experience
- Development of sample maps to be used at any time by the customer

Everbridge RFP Representation

Everbridge represents that its information provided herein is true and accurate as of the date of submission. The proposal contains information that may be relevant to specific requests within the RFP, such as comparable use cases, technical performance capabilities, and company background, but which would not be appropriate to incorporate as part of the definitive agreement between the State of Nebraska (the "State") and Everbridge. Except as required by law, Everbridge requests that its proposal not be incorporated into the definitive agreement, but that the definitive agreement include those system and performance requirements and other terms that are required by the State, and such other terms as may be agreed upon by the State and Everbridge to appropriately capture each party's rights and obligations applicable to a SaaS engagement.

Everbridge Legal Comments and Exceptions

Everbridge respectfully proposes that the Everbridge Master Services Agreement (the "Everbridge Service Agreement") govern the terms of the relationship, a copy of which is included herein. As a Software as a Service (SaaS)-provider of a critical communications suite utilized by over 4,800 clients, we have tailored our standard Service Agreement in a fair and balanced manner to address the rights and obligations that are appropriate for SaaS-based products and our services in particular. Since our solutions operate in a multi-tenant environment, with all client accounts operating on the same platform, we have created form agreements unique to our platform-based solutions. Over the years we have also tailored the agreement to address the potential use cases of our clients so that all rights and obligations are covered by the Everbridge Service Agreement regardless of which solutions are purchased.

We note that an agreement that has been tailored to technology services in general, and SaaS in particular, will vary substantially from general services contracts. General contracts may also fail to account for provisions that are fundamental to SaaS transactions, such as the granting of intellectual property rights that are appropriate for a SaaS-subscription model. We have reviewed the Terms and Conditions within the RFP document and while we understand that there may be some provisions mandated by law or regulation, general services agreements often do not relate to SaaS engagements or the provisions of the Everbridge Service Agreement more appropriately address such issues. A few of the more pertinent provisions of our service agreement are highlighted below:

- Everbridge addresses the provisioning of intellectual property rights by granting a license and right of access for the term of the agreement (Section 6 of the Everbridge Service Agreement). Because no software is custom developed for any one client, the right to access the multi-tenant platform terminates at the end of the relationship. Clients retain all ownership of the data they upload to the solution, and Everbridge retains all ownership of the software platform and the services. In addition, because no software is delivered to the State, other terms more typical of traditional hardware and software transactions, are not applicable.
- Another issue that is fundamental to our services that is often lacking from general contracts, and even certain SaaS agreements, consists of the appropriate rights and obligations with respect to data upload and transmission. Each party's contractual responsibilities must reflect the respective roles of Everbridge in handling a client's data, and a client's responsibility to appropriately use our communications solutions. Section 3 of the Everbridge Service Agreement stipulates that a client retains all ownership of its data, as

well as the responsibility for ensuring its legality and appropriately using the services when transmitting content.

These are just two examples of areas of fundamental importance to an engagement for our services, and which are often either not addressed in other contracts or addressed in such a way as to conflict with our SaaS business model.

The RFP document requests that alternative language be provided specific RFP Terms & Conditions. The following lists those provisions and refers the State to the applicable section of the Everbridge Service Agreement.

II. J – Breach: Everbridge respectfully refers the State to Section 5 of the Everbridge Service Agreement for language in lieu of this section.

II. M – Indemnification: Everbridge respectfully refers the State to Section 9 of the Everbridge Service Agreement for language in lieu of this section.

II. Q – Force Majeure: Everbridge respectfully refers the State to Section 11.2 of the Everbridge Service Agreement for language in lieu of this section.

II. S – Early Termination: Everbridge respectfully refers the State to Section 5 of the Everbridge Service Agreement for language in lieu of this section.

III. H – Ownership of Information and Data/Deliverables: Everbridge respectfully refers the State to Section 3.1 of the Everbridge Service Agreement for language in lieu of this section regarding Client Data.

III. S – Warranty: Everbridge respectfully refers the State to Section 8 of the Everbridge Service Agreement for language in lieu of this section.

IV. C – Invoices: Everbridge respectfully refers the State to Section 2 of the Everbridge Service Agreement for language in lieu of this section regarding Payment Terms.

IV. H – Right to Audit: Everbridge respectfully refers the State to Section 3.4 of the Everbridge Service Agreement for language in lieu of this section regarding Data Security audit reports.

We have found that using the Everbridge Service Agreement allows for a more efficient contracting process, and ultimately produces a contract that more appropriately reflects each party's rights and responsibilities. Everbridge has significant experience serving state governments and we will be able to address unique contractual requirements, such as those that may be required by law or regulation to which technology purchases by the State are subject.

In sum, we respectfully propose that the Everbridge Service Agreement govern the terms and conditions of this relationship to allow us to quickly and effectively resolve the contracting process. We are happy to add those provisions of the State's contract that are required by law, regulation or are fundamental to the State's contracting process. We note that even though some clauses may still be required by the State there may be modifications that are necessary in order to appropriately address Everbridge's needs and business model.

Should the State have any concerns or need for clarification regarding these terms, we respectfully request the opportunity to address those prior to a final determination by the State.



Everbridge, Inc.
Master Services Agreement

This Master Services Agreement ("**Agreement**") is entered into by and between Everbridge, Inc. ("**Everbridge**") and _____ ("**Client**"), effective on the date of Client's signature below ("**Effective Date**"). Everbridge and Client are each sometimes referred to as a "**Party**" and collectively, the "**Parties**."

1. SERVICES.

1.1 Orders. Everbridge shall provide Client access to its proprietary interactive communication solutions (the "**Solutions**") subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the "**Quote**") and the applicable Solution documentation (the "**Documentation**"). If applicable, Everbridge shall provide the training and professional services ("**Professional Services**") set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the "**Services**". Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. "**Users**" are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or an Included Department. "**Included Department**" means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Client. "**Contacts**" are individuals who Client contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

1.3 Affiliated Entities. Departments, divisions, agencies or governmental entities which are affiliated politically, operationally or otherwise with Client, and which are not an Included Department (each, an "**Affiliated Entity**") may purchase Services to the same extent as Client, provided, that the Affiliated Entity purchases the Services on the same terms and conditions as are contained in this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliated Entity. Client and the Affiliated Entity shall maintain separate accounts with Everbridge. Solely as to the Agreement between Everbridge and such Affiliated Entity, all terms and references to "Client" shall refer to such Affiliated Entity upon execution of an applicable Quote. By executing a Quote each Affiliated Entity agrees to be bound by all the terms and conditions herein as to such Affiliated Entity. An entity that otherwise qualifies under this definition will be included within the meaning of Affiliated Entity even though it qualifies after the execution of this Agreement.

2. PAYMENT TERMS. Everbridge shall invoice Client annually in advance for all Solutions and Professional Services, and Client

shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. If Client exceeds any role-based numbers, messaging limits or other usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the then applicable rate. All Professional Services must be used within 12 months from date of purchase. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, the fees set forth in the Quote do not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge's net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

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

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

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

3.4 Data Security. Everbridge's IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) an annual assessment of its security controls

performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 18 (SSAE 18). Upon request, Everbridge shall provide Client with a copy of its current SSAE 18 SOC 2 report. Everbridge's security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST.

4. TERM. The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein ("**Initial Service Term**"). If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Service Term or applicable renewal Service term ("**Renewal Term**"), unless otherwise agreed to by the parties. If at the end of the applicable Quote, Client intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the "**Grace Period**") in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the "**Monthly Holdover Fee**"). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to ensure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal. Except as set forth in an applicable Quote, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, such Quote shall renew automatically for successive subsequent periods of twelve (12) months unless either party notifies the other party of its intent to terminate at least thirty (30) days prior to the end of the then current term. Everbridge reserves the right to increase its fees in any Renewal Term by three percent (3%). With respect to any renewals which are signed by Client after the previous term's expiration date, Everbridge reserves the right to increase its fees in such Renewal Term by five percent (5%).

5. TERMINATION; SUSPENSION.

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

5.2 Termination or Suspension for Non-Payment. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement upon thirty (30) days' prior written notice to Client. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. In lieu of termination for non-

payment, Everbridge may suspend Client's access to the Solutions upon written notice to Client.

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

6. PROPRIETARY RIGHTS.

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

6.2 Restrictions. Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

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

7. CONFIDENTIAL INFORMATION.

7.1 Definition. "**Confidential Information**" means all information of a Party ("**Disclosing Party**") disclosed to the other

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

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

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

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Solution Documentation. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards.

8.2 Disclaimer. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER, AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE

FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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

9. INDEMNIFICATION.

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

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client arising out of (i) any breach by Everbridge of applicable Privacy Laws; (ii) any breach by Everbridge of its data security obligations under Section 3.4; or (iii) an allegation that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

9.3 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the

indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, regional technology interruptions, or denial of service attacks. The Solution delivers information for supported Contact paths to public and private networks and carriers, but Everbridge cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

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

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its

conflicts of laws rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

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

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

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

11.9 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

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

11.11 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement,

shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax

machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

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

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| <p>EVERBRIDGE, INC.</p> <p>By: _____ Print Name: _____ Title: _____ Date: _____</p> <p>Address: 25 Corporate Drive Burlington, Massachusetts 01803</p> <p>For legal notice: Attention: Legal Department</p> | <p>CLIENT: _____</p> <p>By: _____ Print Name: _____ Title: _____ Date: _____</p> <p>Client's Address: _____ _____ _____ Attn: _____</p> <p>Address for Legal Notice: _____ _____ _____ Attn: _____</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

EXHIBIT A
Additional Business Terms

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

If Client Is Ordering Nixle® Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

If Client Is Ordering Everbridge Suite or Risk Center Products:

1. **Types of Notifications.** "**Life Safety/Emergency Notifications**" are communications sent by Client through the Solution to multiple Contacts via one or multiple communication paths to advise Contacts of a life safety incident or other immediate or expected emergency such as a severe weather event, evacuation or shelter in place notice, active shooter or similar attack, hospital code alerts, etc. Life Safety/Emergency Notifications also include a reasonable number of test messages sent on a periodic basis during an annual period. "**Non-Emergency Notifications**" are communications sent by Client through the Solution to multiple Contacts via one or multiple communications paths which are not characterized as Life Safety/Emergency Notifications.
2. **Messaging Credits.** The Solutions include units of usage ("**Messaging Credits**") to send Life Safety/Emergency Notifications and Non-Emergency Notifications. No Messaging Credits shall be required to send Life Safety/Emergency Notifications or Non-Emergency Notifications via the mobile application, by push notification or by email. Messaging Credits are not required for messaging sent via Everbridge's IT Alerting products. Additional Messaging Credits may be purchased separately and additional charges may apply for international notifications. If Client's use of the Solutions exceeds the amount of Messaging Credits purchased or incurs charges for international notifications, Client shall pay for such overages back to the date such overages were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote, and are not refundable. If Client has "Unlimited Use" as identified on the applicable Quote, such unlimited use does not include conference minutes, or international usage, which must be purchased separately.
3. **Life Safety/Emergency Notification Review.** If a Client is purchasing the Mass Notification or Safety Connection Solution, Everbridge may, where local laws permit, review message content to verify that messages have been appropriately characterized as Life Safety/Emergency Notifications. If Client has not characterized a message appropriately, then Everbridge may recharacterize the message in its reasonable judgment, and apply Messaging Credits in accordance with the above Usage allocations. Client's intentional mischaracterization of Life Safety/Emergency Notifications, or mischaracterization of more than three Life Safety/Emergency Notifications in a twelve-month period, shall constitute a material default under this Agreement.
4. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.
5. **Risk Center Restrictions on Use.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from the Risk Center Services, except as authorized in writing by Everbridge.
6. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. "**Data Feed**" means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services.
7. **Resident Connection Data.** If a Client is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records ("**Resident Connection Data**") in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and

the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.

8. **Incident Management/IT Alerting.** If a Client is purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) "Incident Administrators" are authorized by Client as an administrator for the Incident Management or IT Alerting Solution components and are typically responsible for the configuration of IT Alerting as well as managing and reporting on Incidents ; (c) "Incident Operators" are authorized by Client as an operator of the Incident Management or IT Alerting Solution and are typically responsible for launching/managing Incidents; and (d) "Group Managers" shall have the ability to build, manage and/or participate in on-call schedules to receive IT related notifications. Everbridge may limit or throttle Client's automated use of the Incident Management or IT Alerting Solution in order to protect the stability and security of the Solution.
9. **Secure Messaging.** If a Client is purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws, including the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. Any Business Associate Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Critical Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law**"). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at <http://mmaglobal.com/policies/code-of-conduct>.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

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

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

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidder's should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | X | | The Proposal contains information that maybe relevant to specific requests within the RFP (comparable use cases, technical performance capabilities and company background, which would not be appropriate to incorporate as part of a definitive agreement. Except as required by law, Everbridge requests that its proposal not be incorporated into the definitive agreement, but that the definitive agreement include those system and performance requirements and other terms that are required by the State, and such other terms as may be agreed upon by the State and Everbridge to appropriately capture each party's rights and obligations applicable to a SaaS engagement. |

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Bidder's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Bidder's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| X | | | |

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. NOTICE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Bidder will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Bidder. The Bidder will be notified in writing when work may begin.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| X | | | |

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. VENDOR PERFORMANCE REPORT(S)

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| X | | | |

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or RFP specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| X | | | |

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the

State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-------------------------------------------------------------------|
| | | x | Please see Legal Comments and Exceptions for Alternative language |

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

K. NON-WAIVER OF BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| x | | | |

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| x | | | |

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | x | Indemnities should be specifically tailored to conduct giving rise to risks appropriate for a SaaS-based product and the services provided, such as intellectual property infringement. Therefore, Everbridge offers an unlimited indemnity for IP infringement as well as indemnitees for its breach of privacy laws and breach of data security. Everbridge expects clients to indemnify us to the extent that the content of their communications (which Everbridge does not filter and are only within the client's control) are libelous, defamatory or causes some other harm. Please see Legal Comments and Exceptions for alternative language. |

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY (Optional)

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| X | | | |

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| X | | | |

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| X | | | |

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | x | Such interruptions must be regional in scope and include events that are specific to the type of services offered. Please see Legal Comments and Exceptions for alternative language. |

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| x | | | |

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

S. EARLY TERMINATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | x | Customers may use our cloud-based service on a subscription basis for a minimum of a one-year term. Our performance commitments, pricing, and infrastructural investments are based on this minimum commitment. As such, early termination or termination for convenience is inappropriate. Termination for non-appropriation of funds is offered. Please see Legal Comments and Exceptions for alternative language. |

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor

shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | x | | Transition services upon contract closeout are more appropriate in the context of custom-developed or downloaded software where a client maintains access or ownership to the software after termination of the agreement. However, this is a multi-tenant SaaS. Everbridge clients own their data but have no other interest to the solution beyond termination. Access to the solution ends upon termination of the agreement. Thus, it would not be applicable to continue to provide tech support or maintenance. Clients leverage the web-based user interface to download/access all of their data without intervention. Upon termination or expiration of the contract, the Client account is disabled and Client data is flagged for deletion within 30 days of termination/expiration. |

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| X | | | |

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| x | | | |

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the RFP response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| x | | | |

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly

executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the RFP is cancelled.

Cost submitted for Year One, Year Two and Year Three of the initial period are firm for the entire contract period each year and cannot increase. Price escalation of no more than 3% may be allowed for each renewal period.

Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to contract renewal date, and must show cause and be accompanied by supporting documentation. Failure to supply any requested supporting documentation may be ground to reject the requested increase and cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to the State without prior written approval by the State Purchasing Bureau.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. PERMITS, REGULATIONS, LAWS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| X | | | |

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | x | There is no information or data developed or obtained by Everbridge on behalf of the State pursuant to this contract. Please see Legal Comments and Exceptions for alternative language. |

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

I. INSURANCE REQUIREMENTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| X | | | |

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and

Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

| REQUIRED INSURANCE COVERAGE | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| COMMERCIAL GENERAL LIABILITY | |
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal/Advertising Injury | \$1,000,000 per occurrence |
| Bodily Injury/Property Damage | \$1,000,000 per occurrence |
| Medical Payments | \$10,000 any one person |
| Damage to Rented Premises (Fire) | \$300,000 each occurrence |
| Contractual | Included |
| XCU Liability (Explosion, Collapse, and Underground Damage) | Included |
| Independent Contractors | Included |
| <i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i> | |
| WORKER'S COMPENSATION | |
| Employers Liability Limits | \$500K/\$500K/\$500K |
| Statutory Limits- All States | Statutory - State of Nebraska |
| USL&H Endorsement | Statutory |
| Voluntary Compensation | Statutory |
| COMMERCIAL AUTOMOBILE LIABILITY | |
| Bodily Injury/Property Damage | \$1,000,000 combined single limit |
| Include All Owned, Hired & Non-Owned Automobile liability | Included |
| Motor Carrier Act Endorsement | Where Applicable |
| UMBRELLA/EXCESS LIABILITY | |
| Over Primary Insurance | \$5,000,000 per occurrence |
| PROFESSIONAL LIABILITY | |
| Qualification Under Nebraska Excess Fund | |
| All Other Professional Liability (Errors & Omissions) | \$1,000,000 Per Claim / Aggregate |
| COMMERCIAL CRIME | |
| Crime/Employee Dishonesty Including 3rd Party Fidelity | \$1,000,000 |
| CYBER LIABILITY | |
| Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties | \$10,000,000 |
| CONTRACTOR'S POLLUTION LIABILITY | |
| Each Occurrence/Aggregate Limit | \$2,000,000 |
| Includes Non-Owned Disposal Sites | |
| MANDATORY COI SUBROGATION WAIVER LANGUAGE | |
| "Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska." | |
| MANDATORY COI LIABILITY WAIVER LANGUAGE | |
| "Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured." | |

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Agency: OCIO Purchasing
 Attn: Contract Manager
 501 South 14th Street
 Lincoln, NE 68509

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of

coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

J. NOTICE OF POTENTIAL CONTRACTOR BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| X | | | |

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

K. ANTITRUST

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| X | | | |

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

L. CONFLICT OF INTEREST

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| X | | | |

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

M. STATE PROPERTY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| X | | | |

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

N. SITE RULES AND REGULATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| X | | | |

The Contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

O. ADVERTISING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| X | | | |

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

P. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

Q. DISASTER RECOVERY/BACK UP PLAN

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | x | | Everbridge does maintain a Business Continuity/Disaster Recovery plan which is based on NIST SP 800-34 requirements. We test the NIST Continuity Plan at least annually as required by NIST and will provide those tests along with a Table of Contents, which does not necessarily include what is listed below. Please see Legal Comments and Exceptions for alternative language. |

The Contractor shall have a disaster recovery and back-up plan, of which a summary copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

R. DRUG POLICY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------|
| x | | | |

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

S. WARRANTY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | x | Everbridge's performance warranty relates to the relevant product specifications documentation. Everbridge is providing a tool through which critical communications can be reliably sent, but Everbridge cannot guarantee that the various carriers (phone, email, SMS, etc.) will deliver those communications. No technology provider can guarantee 100% error free performance. Please see Legal Comments and Exceptions for alternative language. |

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this RFP. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | x | Everbridge's business model, as most SaaS businesses, is based on payment annually in advance. As opposed to traditional software providers, SaaS providers must invest in and develop the infrastructure necessary to host the software before the software can be provided. This results in cost savings to the purchaser, but requires an upfront, annual payment. With Everbridge's SaaS solution, there is no custom development and the services are fully functional upon access. As such, it would not be appropriate to relate payment terms to completion of the services; payment must be made pursuant to the effective date of the agreement. |

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Submit monthly invoices to: ocio.procurement@nebraska.gov. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | x | | While, Everbridge may assist with implementation and training, we do not offer any custom development or work-for-hire services. Accordingly, acceptance and inspection criteria are not applicable as our platform is fully operational. Furthermore, due our Security Certifications, such as FedRAMP, facilities visits by clients cause security vulnerabilities. |

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative withIn RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| X | | | |

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | x | Everbridge agrees that the Client shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Everbridge involving transactions relating to this Agreement. Client shall give Everbridge reasonable advance notice of intended audits. Everbridge may fulfill this audit requirement by digitally delivering all pertinent records. Furthermore, Everbridge undergoes annual audits conducted by an accredited third-party assessment organizations (3PAO's) for purposes of providing data security and privacy certifications. Everbridge then shares these certifications with clients as reflecting compliance with appropriate data security regimes. Except for such audits, Everbridge does not allow outside audits. Please see Legal Comments and Exceptions for alternative language. |

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one percent (1%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

Form A
Contractor Proposal Point of Contact
Request for Proposal Number 6214 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the contractor's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

| Preparation of Response Contact Information | |
|---------------------------------------------|------------------------------------------------|
| Bidder Name: | Everbridge, Inc. |
| Bidder Address: | 155 N. Lake Ave., Suite 900 Pasadena, CA 91101 |
| Contact Person & Title: | Michele Nelson, Senior Account Executive |
| E-mail Address: | michele.nelson@everbridge.com |
| Telephone Number (Office): | 781.382.3242 |
| Telephone Number (Cellular): | |
| Fax Number: | Contract/Sales Fax: 818.484.2299 |

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

| Communication with the State Contact Information | |
|--------------------------------------------------|----------------|
| Bidder Name: | Same as above. |
| Bidder Address: | |
| Contact Person & Title: | |
| E-mail Address: | |
| Telephone Number (Office): | |
| Telephone Number (Cellular): | |
| Fax Number: | |

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this RFP, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

| | |
|-------------------------------|------------------------------------------------|
| FIRM: | Everbridge, Inc. |
| COMPLETE ADDRESS: | 155 N. Lake Ave., Suite 900 Pasadena, CA 91101 |
| TELEPHONE NUMBER: | Toll-Free (USA/Canada): 1.888.366.4911 |
| FAX NUMBER: | Contract/Sales Fax: 818.484.2299 |
| DATE: | <i>1.29.2020</i> |
| SIGNATURE: | <i>Phillip E. Huff</i> |
| TYPED NAME & TITLE OF SIGNER: | Phillip E. Huff, Chief Accounting Officer |

Everbridge Critical Event Management Platform Overview

The key to successfully managing incidents, both crisis and day-to-day operational incidents, revolves around making informed decisions and having the visibility to communicate quickly and effectively. Everbridge provides a robust suite of products to empower better decisions throughout the incident lifecycle to protect your most important assets. With over 500 million users and more than 4,700 organizations in all major industries and government sectors, Everbridge brings technology and expertise to match your unique needs.

Within the core of our solution, Everbridge provides extensive functionality to empower clients to communicate quickly, to any desired target audience, among a wide range of communication devices, and track response details in real-time to address accountability and after action reporting. Functionalities available in the core of the solution include full mobile support, communication deployment capabilities, centralized contact data storage and management, geographic targeting and mapping, and a secure infrastructure to ensure client data security.

Built on top of these core functionalities, Everbridge provides flexible product modules to address specific client communication needs and use cases. These modules include **Visual Command Center, Crisis Management, Mass Notification, Incident Communication, Safety Connection, IT Alerting, Everbridge Engagement, Everbridge App (Recipients), ManageBridge (Admins), and Secure Messaging.**

Via a single, interactive console, users get a birds-eye geographical view of the state of the organization in real-time. Everbridge delivers the most accurate information in real time to key decision makers by providing them with simultaneous visibility and interactivity. This leads to better decisions every time.



Business Benefits of Critical Event Management

Between rising security risks, natural disasters, climate change, business application slowdowns, IT outages, and unpredictable man-made threats, it's not a question of whether, but when, a serious security or performance issue with your digital or physical infrastructure will endanger the health of your business or the communities you serve. The results can be immediate and devastating. For a business, they may include lost revenue, reduced employee productivity, a drop-in share price, regulatory fines, and reduced customer satisfaction and retention. For a public safety agency or a health care provider, the stakes can be life or death if a doctor or nurse fails to receive an urgent order, or the public isn't notified of an emergency evacuation.

The Everbridge Critical Event Management Platform is built on the most secure, scalable, and reliable infrastructure with multiple layers of redundancy to provide real-time threat detection, situational awareness, integrated response, and collaboration capabilities all with a single, enterprise-wide view.

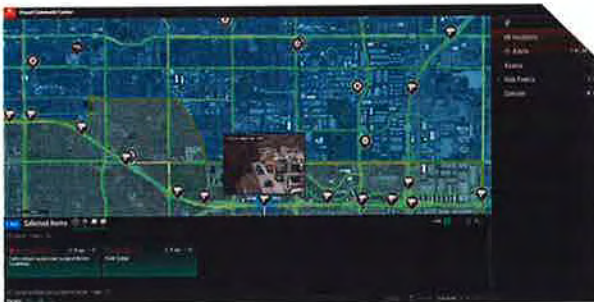
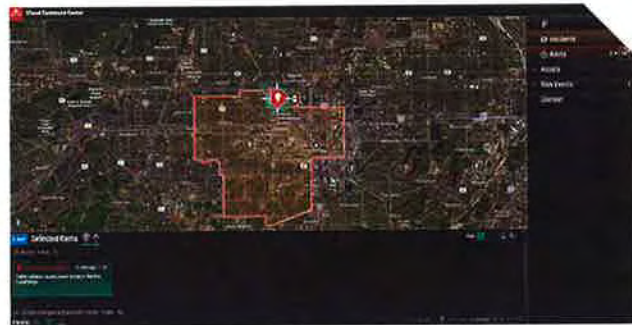
Our approach to Critical Event Management enables organizations to quickly and reliably:

- Gain clarity of threats
- Reduce the time to initiate action
- Minimize the cost to restore normal operations
- Gain a common operating picture across the organization



ACHIEVE SITUATIONAL AWARENESS

Gain a complete and shared boots-on-the-ground understanding of critical events your organization faces so that operations can effectively manage day-to-day challenges and respond to disasters when they arise.



DRIVE A COORDINATED RESPONSE

As the situation changes, Visual Command Center allows you to collaborate and communicate with key stakeholders through integration with incident communications and mass notification.

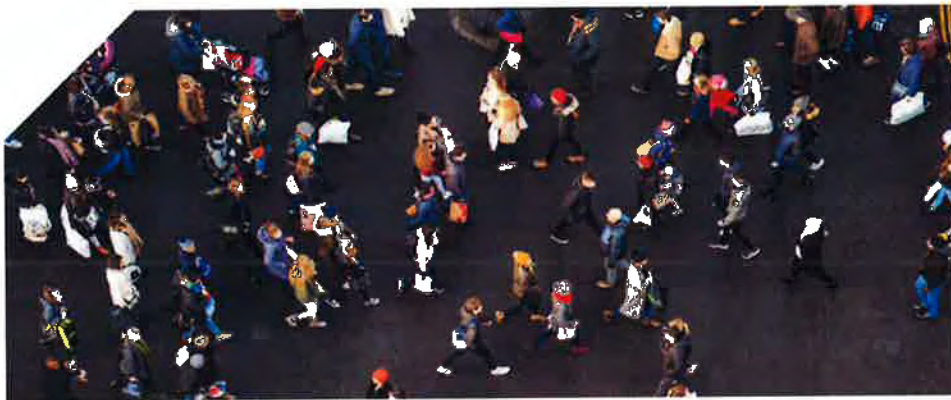
AVOID COSTS

Through better risk preparedness, organizations can be more proactive when dealing with threats. This can help them mitigate or avoid the impact altogether. This can result in avoidance of costs that might include shutdowns, fines, loss or damaged inventory and even loss of life.



GROW REVENUES

By improving risk resilience, organizations can take on more risk which might allow them to operate in new markets or take market-share from competitors that are less prepared for managing operational risk.



**A Day like Any Other.
Until It's Not.**

The Everbridge Critical Event Management platform keeps people safe and businesses running.

Everbridge Products

Visual Command Center

How Visual Command Center Works

Leveraging a single, unified, and integrated view for managing and responding to enterprise risk, Visual Command Center enables enterprises can gain situational awareness and risk resilience on an unprecedented scale. Through real-time threat intelligence, situational awareness, and integrated response and collaboration across the enterprise, security and risk professionals can better mitigate or eliminate the impact of critical events to their organization. These critical events can span across multiple use cases such as Life Safety & Security, Business Continuity, and Supply Chain Management.

Visual Command Center serves as the visualization and orchestration engine for the Everbridge Critical Event Management Platform streamlining the steps of Assess, Locate, Act, and Analyze, thereby enabling organizations to better manage operational risk.

VISUAL COMMAND CENTER BENEFITS:

Operator Console

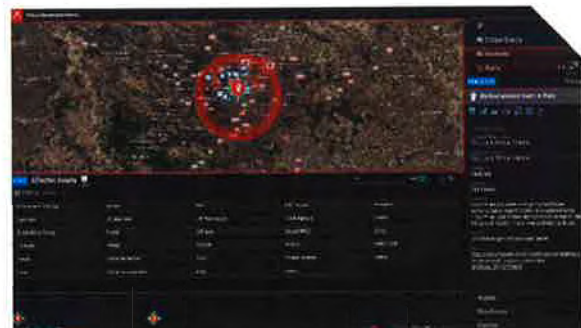
Visual Command Center brings together data about your organizational assets (employees, travelers, buildings, supply chain, etc.) and risk events (crime, terrorism, natural disasters, weather, health risks, activism, etc.) which it gets from public, proprietary and partner data sources into a highly visual common operating view. Visual Command Center then correlates those risk events to your assets through its Intelligent Alerting™ to identify critical events that could threaten your organization. Then using built-in assessment data and tools, you can quickly assess threats to determine the appropriate action to take and execute this action directly from the platform, thereby saving valuable time in execution. This time saved can help mitigate or even eliminate the impact of that critical event.



Integrated Asset, Threat, Contextual Data

Visual Command Center includes risk intelligence data from over 100 different sources to provide a comprehensive view of risk. Some of these types include:

- Asset data from corporate Asset Management or HR Systems



- Integration with Safety Connection providing travel data and access control and badging information to understand an employee's dynamic location during a critical event
- Weather and natural disaster data from sources including the National Weather Service, GDACS, USGS and more
- Threat data from our 24x7 Global Intelligence Operations Center (GIOC)
- Law enforcement and crime data from the Everbridge Nixle Network
- Risk event data from trusted partners like International SOS, Dataminr, NC4, and Anvil
- Traffic and traffic camera data
- Weather radar and forecast data from The Weather Company
- Ability to add KML/KMZ layers on-the-fly from trusted sources
- Operator-entered risk events

Channels

Visual Command Center Channels are designed to deliver the right information to the right people during a critical event or when your organization needs to understand the current risk environment. Channels can be broadcast on your command center video wall or on a mobile device or computer screen for stakeholders that are not in the command center or for organizations that have more of a "virtual" command center. Channels are organized into the following categories:

- Aerial Map Channel
- Alerts Channel (Summary and Detail)
- Assets Channel
- Grid Map Channel
- Incident Communications Channel
- Montage Channel
- Peroptics Channel
- Status Board Channel



NC4 Risk Center

Everbridge's NC4 Risk Center provides critical, time sensitive and contextual information to enhance situational awareness and help mitigate risk. Risk Center facilitates proactive risk management built around the collection and analysis of all-hazards information, as well as targeted real-time alerting that streamlines your ability to monitor and analyze worldwide

incidents and events, dramatically increasing your ability to respond to risks that threaten your operations, facilities, employees, travelers, expats, executives and suppliers – locally and globally.

Utilizing proprietary technology, Everbridge's team of highly skilled analysts are able to leverage thousands of diverse information sources to provide early warning of incidents at the neighborhood, county, state, national and international levels. Analysts evaluate incident intelligence in real-time, reporting all incidents that could threaten citizens, business assets, operations and/or employees. Threats monitored include:

- Terrorism/Suspicious activity / Natural disasters including wildfires, hurricanes, earthquakes and severe weather / Zoonotic disease outbreaks and other biomedical incidents / Mass casualty accidents and other medical incidents / Selected cyber-incidents / Travel warnings and other warnings issued by various governments / among other threats

Risk Intelligence and Analysis

Everbridge has the most sophisticated technology in the industry for harvesting and filtering global incident information. The technology is leveraged by a team of highly educated, professionally trained, multilingual, real-time Incident Analysts that provide the earliest, most accurate, and most comprehensive real-time incident tracking available today.

Everbridge's Incident Analysts:

- Have specific regional designations as well as specializations that allow them to source relevant information with accuracy and a specialized level of depth.
- Monitor open-source information, and numerous international and local media sources. In-house language capabilities allow Everbridge to research events and developments often in their source language.
- Have specific training in the mining and use of social media information as well as sourcing second and third tier data.

Have access to multiple supporting software systems to efficiently aggregate and process intelligence information.



Safety Connection

Any time one of your people logs onto your network, swipes an access badge or uses the Everbridge mobile app, it is captured by Safety Connection. Those data points are continuously cross-checked against travel management or scheduling systems like International SOS TravelTracker to pinpoint that person's last known and expected location without ever infringing upon his or her privacy.

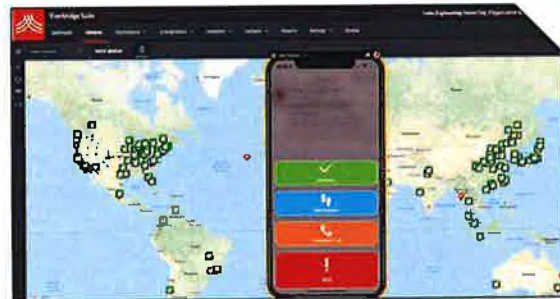
This information, combined with direct access to the leading intelligence feeds, allows security teams to monitor active threats in relation to their people's safety and automatically alert them when they are close to or approaching danger. Two-way communication capabilities allows recipients to acknowledge receipt of alerts, confirm their safety or request additional assistance.

Safety Connection also helps enable a culture of mutual responsibility by empowering your people. The mobile SOS button and Safe Corridor feature allows your people to notify you when they need help, or voluntarily check in when they feel they are in a potentially dangerous situation.

With Safety Connection™ you can:

Protect and Alert Your Workforce Wherever They Are

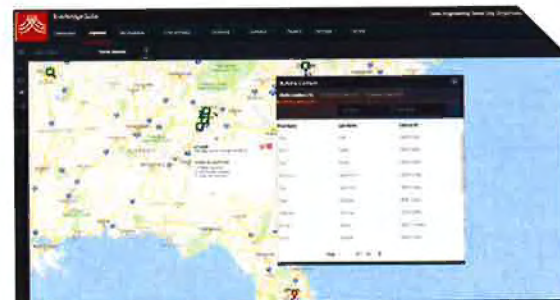
With an increasingly mobile workforce, distributed teams, and large campuses, traditional physical safety measures don't offer sufficient employee protection. Safety Connection helps businesses and organizations quickly locate and communicate with their people who may be in harm's way.



Organizations of All Sizes Can Promote Lone Worker Safety with Everbridge Safety Connection

Out of Sight Does Not Mean Out of Mind

- **Panic Button** - Send a panic message to the security team with their current location. In addition to sending the contacts' location, audio and video is also transmitted and shared.
- **Check-in Capability** - Capture and report your contacts' geo-location information back to your security center.
- **Safe Corridor** - Stay safe even when entering and passing through an unsafe area. Safe corridor will trigger a panic message when something abnormal occurs.



Locate People in Harm's Way

Manually Locating Traveling Employees Takes Too Long

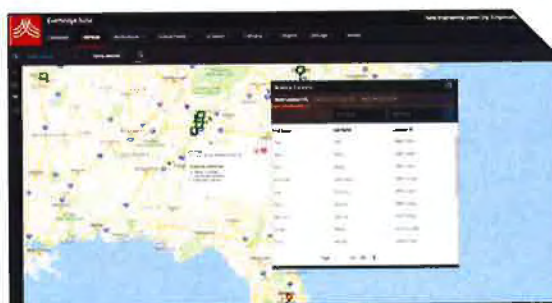
When seconds count, automatically locate your employees even while they're traveling or simply moving between buildings or campuses. Safety Connection aggregates data to show you where your employees are right now, in real-time.



Keep People Informed

Power of Location-Based Alerts

- Know who is in the building and communicate with them in case of emergencies.
- Automate communications and collaboration for mustering purposes and evacuation plans.
- Automate evacuation rostering during emergencies.
- Target outreach via SMS text alerts, voice, mobile app alerts, digital signage or desktop alerts.
- Use the Everbridge Mobile Application to immediately send a message to your team pinpointing your current location.

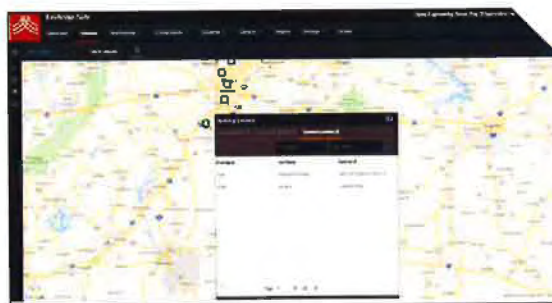


Leverage Location Data

By Using Dynamic Locations

Automatically keep employee locations current even when they are traveling or moving between buildings and campuses. Aggregate location data from:

- Access and badging systems including Lenel, Tyco, S2, and more
- Wired and wireless network access points like Cisco.
- Office hoteling systems like Dean Evans.
- Corporate travel management systems like Concur.
- Medical and Security assist providers like International SOS



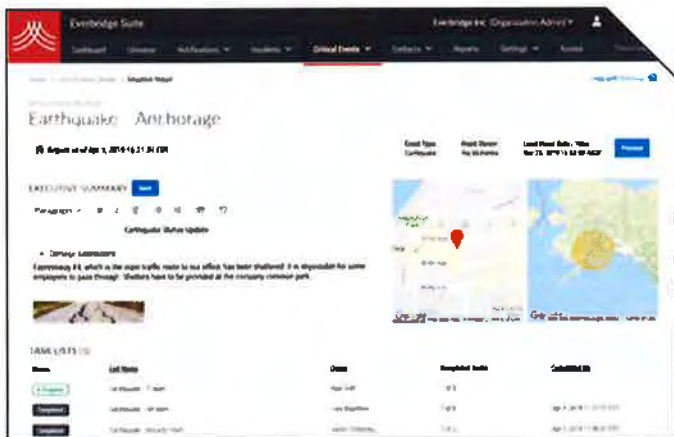
Crisis Management

Everbridge Crisis Management provides organizations a single solution for business continuity, disaster recovery and emergency communication. In one application, crisis teams can coordinate all response activities, teams and resources to accelerate recovery times and maintain command and control when crises evolve into unanticipated scenarios. With all stakeholders – from responders in the field to executives in the boardroom – working from a common operating picture, you will never have to worry that your response plans are not getting executed or tear yourself away from mission critical activities to provide a status update. Fully integrated with the Everbridge Critical Event Management Platform, Crisis Management employs Everbridge’s best-in-class technology for mass notification, incident management and mobile collaboration.

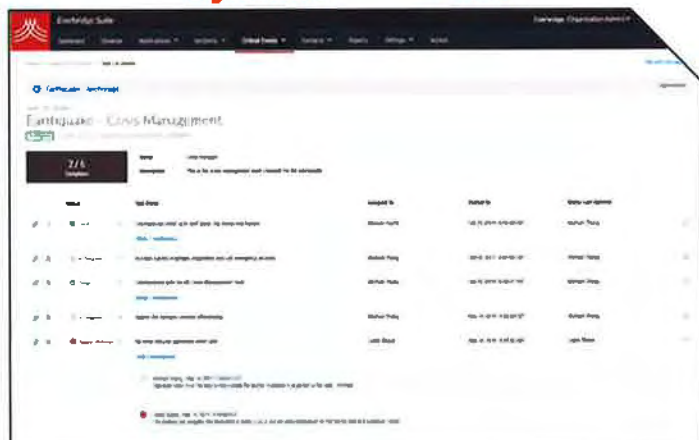
Key Crisis Management Features

- **Real-time Event Dashboard** – Displays all open and completed tasks, enabling a common operating picture and streamlines status update process
- **Dynamic Task Manager** -- Automates task assignment and allows tasks to be added on-the-fly
- **Document Repository** -- Centralizes access to all response plans, tasks, and associated documents (e.g., floor plans)
- **Audit Logging** -- Detailed event logging for all tasks and communications ensures compliance with plans and regulations
- **Real-time Reporting** -- Preconfigured and ad hoc reports can be instantly created to improve situational awareness and easier after-action reporting
- **Smart Conferencing** -- Ensures collaboration between the right team members in real-time
- **Incident Communication with Chat** -- Provides instant communication for improved situational awareness and maintaining a common operating picture
- **Single Sign-on Integration** – Provides instant access to mobile task lists without having to log into the member portal.

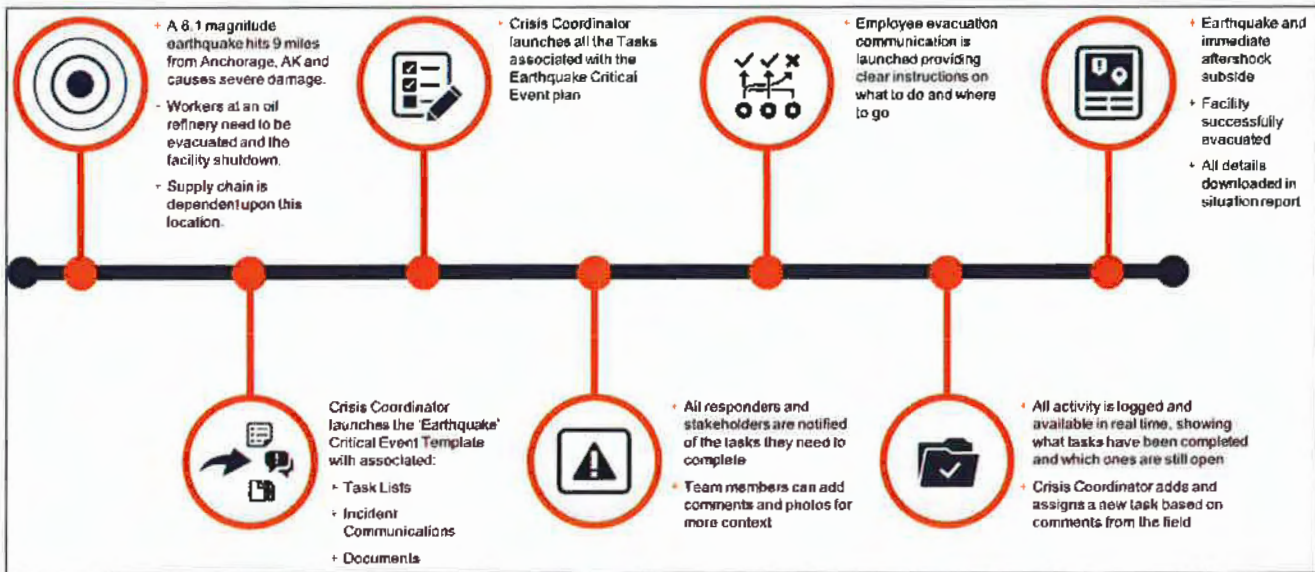
Unified Response & Communication



Dynamic Task Lists



Crisis Response Timeline Overview



With Crisis Management – Be in Command

- Mobilize your response** (Icon: Smartphone)
- Accelerate time to restore operations and services** (Icon: Clock with circular arrow)
- Reduce liability and the cost of downtime** (Icon: Dollar sign with vertical line through it)

Mass Notification

Mass Notification prioritizes ease-of-use, allowing users at all levels to quickly and easily send emergency communications through the most intuitive user interface on the market. Providing a secure, scalable, and reliable emergency management application, Everbridge Mass Notification enables enterprises and governmental entities to send notifications to individuals or groups to keep them informed before, during and after critical events.

WITH MASS NOTIFICATION YOU CAN:

Target & Communicate

The Right Message to the Right People

- Target the individual and not the device
- Escalate to ensure that the next person or group is notified
- Broadcast to virtually any communications device including desktop alerts
- Set up templates with predetermined contacts and messages
- Protect infrastructure capacity with flexible call-throttling
- Automatically publish to websites, internal systems, and social media



Workflow Intelligence

Automate to Reduce Errors

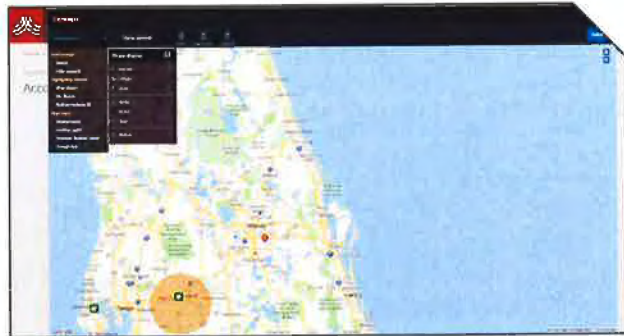
- Separate plans by location, department or facility
- Automate recipients and content based on location, severity and type
- Catch errors early with user prompts for required critical details
- Granular user permissions to prevent users from making changes



Geo-Intelligent

GIS-based Message Targeting

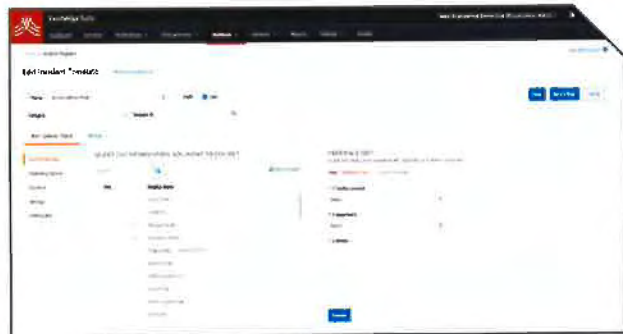
- Send messages to recipients in a specific geographic region
- Specify target locations with user friendly drawing tools, or even upload shape files
- Search for, view the locations of, and send alerts to specific contact types
- Highlight functional needs populations, fire districts, alert type subscribers, and more
- Load, geo-code, and manage contact data within a single interface and in real-time



Simple, Powerful & Intuitive User Interface

Giving Power to Users

- Manage settings, limits, and defaults through a user-friendly admin
- Import and organize contact data in a way that is meaningful to your organization
- Define role-based access controls to manage user and contacts separately
- Customize portals to allow contacts to update, and manage their accounts
- Section 508 compliant accessibility guidelines



Benefits:

Secure, reliable & scalable platform trusted by 4000+ customers

Communicate and respond more quickly to disruptive events

Send consistent and error-free messages quickly

Automate and customize response activities to meet your needs

Integrate easily with common HR and BC Planning systems



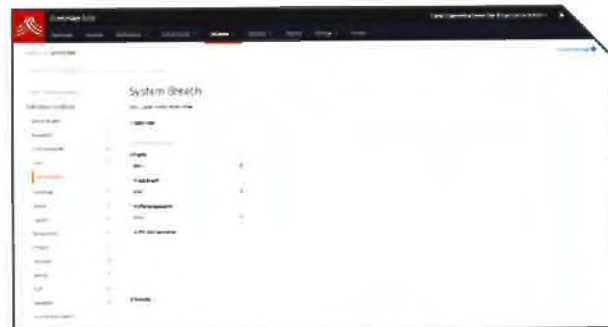
Additional Mass Notification Features

INCIDENT COMMUNICATION

Every day, operational issues impact productivity and revenue, cause production slowdowns, delay responses to time-sensitive issues, and require tracking for compliance purposes. To ensure a quick response and fast resolution, it is critical to follow the correct procedure and include the information required for each incident type. The incident has a prescribed set of processes that must be followed in order to efficiently resume regular operations, notify the correct internal and external stakeholders and comply with organizational and industry guidelines.

FORM-DRIVEN TEMPLATES

The easy-to-use interface ensures the right incident communications processes are followed at the right time, and that clients are notified based on the type of incident taking place. Messages are consistent, error-free and complete every time they are sent to responders and stakeholders. Simply select incident types and fill in the required information. The notification is sent to a pre-defined list of recipients.



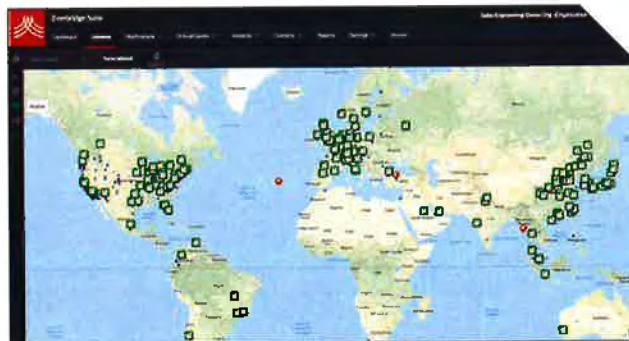
HIGHLY CUSTOMIZABLE INCIDENT COMMUNICATIONS

Incident Communication can be configured to fit the needs of any organization or government agency with customizable variables and a separate incident response plan by location, line of business, or facility. Multi-step workflow that prompts users to select the correct incident type. Use different Incident templates & setting based on phase of notification (New, Update, and Close).

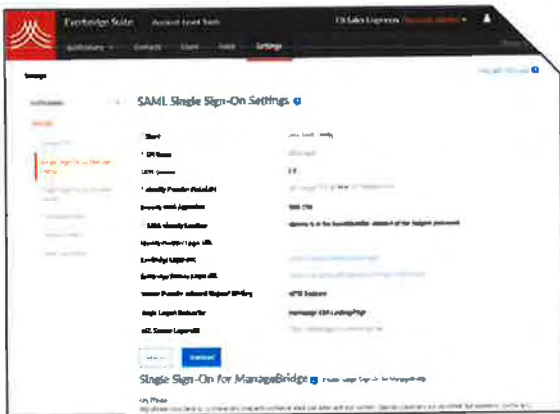


Situational Awareness

Integrating recipient feedback, external data feeds, and social media in a single communications console allows decision makers to simultaneously monitor events and communicate to designated recipients using insight gathered from multiple sources.



Supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, and interactive reporting and analysis allows administrators to make better informed decisions and helps them manage the lifecycle of critical incidents with increased speed and efficiency.

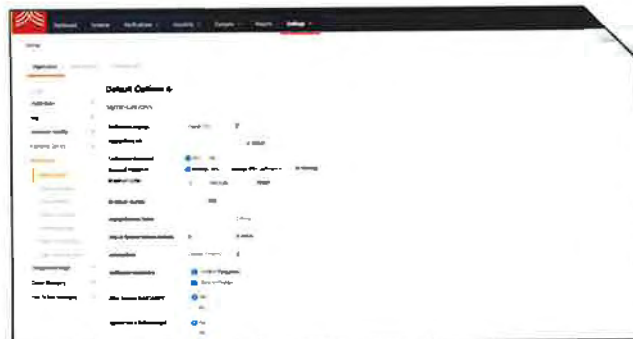


Single Sign-On

By default, Everbridge supports authentication with our system using a combination of User ID and complex alpha-numeric password. Clients who desire to utilize an existing authentication system and internal user account or password requirements may leverage our Single Sign-On functionality which supports authentication using SAML 2.0 compliant authentication systems and Identity Providers (IDPs).

Custom Message Identification

Clients may customize the Caller ID (globally), Sender Email Address, Voice Greetings, and Header/Footer of Email Notifications as default options (and for any notification being created) for branding of messages from the solution. Everbridge clients who utilize our Engagement functionality will be able to set the "SMS Shortname" displayed with SMS text messages sent from the Everbridge solution.

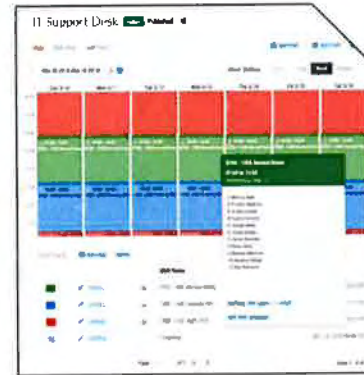


IT Alerting

IT alerting automates and streamlines the way IT communicates during major IT incidents to resolve issues faster and minimize their impact on the business. It provides consistent messages to the right IT experts and keeps all stakeholders and impacted customers informed on resolution progress.

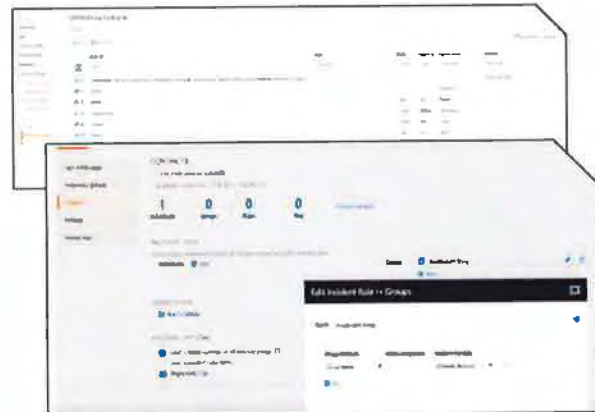
On-Call Schedules

Does your IT team still use a manual process to identify who is on call? IT Alerting helps you track who is on-call on each team, and alert the right people based on the type of incident, time of day, skill set required and location.



Smart Routing

Identify in real time the right teams and personnel based on who's on-call, location, skillset, and more. Smart Routing technology offers multi-criteria-based identification and on-call scheduling to identify the right teams and individuals to engage. Automated escalation will kick in if people don't acknowledge in a timely manner.



Smart Channels

The technology gives a way to send 1-click invitation to join a collaboration channel as part of the targeted notification.

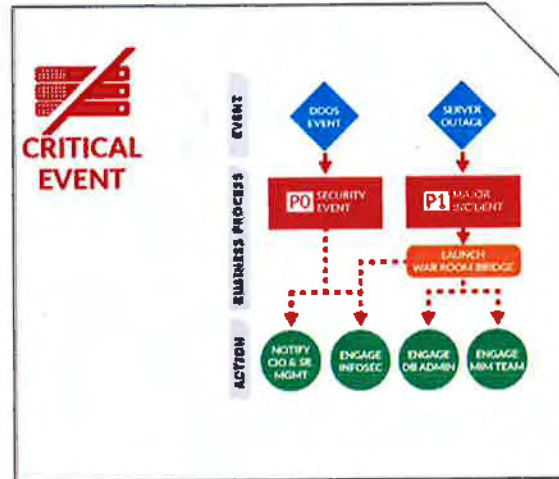
- Smart Conferencing
- ChatOps Collaboration



Smart Orchestration

Rapidly define and deploy a business process, including orchestration, and integration to a specific endpoint application for change, problem, and incident management

- Define escalation rules based on negative acknowledgment and time thresholds
- Determine which teams to engage based on type of critical event and business process
- Launch complex response and notification scenarios to communicate and collaborate across teams, stakeholders and end-users
- Automatically launch, monitor, and record conference bridges based on incident severity or business process



Self-Integration Platform (iPaaS)

The API connector offers an easy and flexible way to ingest events and alerts from a variety of third-party tools, such as ticketing systems, service desk systems, ITSM systems, event correlation systems, ITOM systems, APM solutions, and more. Then, events are turned into Everbridge incidents based on conditional logic.



Coordinate and Automate with IT Alerting Integrations

With two-way integration between Everbridge and our partners, you can trigger conditional incident creation, and automatically send notifications to the right people, in an on-call schedule-aware fashion, through multiple modalities and delivery paths. Resolve incidents efficiently by launching conference-bridges or chat-channels and escalate to senior personnel when needed.



Smart Analytics

Interactive dashboards give visibility and insights into incident response across all areas of IT. Smart Analytics provides incident response trends which is available by group, time or type to help continuously improve processes and assist managers with resource planning and optimizing response times and SLAs. With interactive response timeline monitoring, and early warnings, businesses can proactively ensure adherence to the organizational service level objectives.



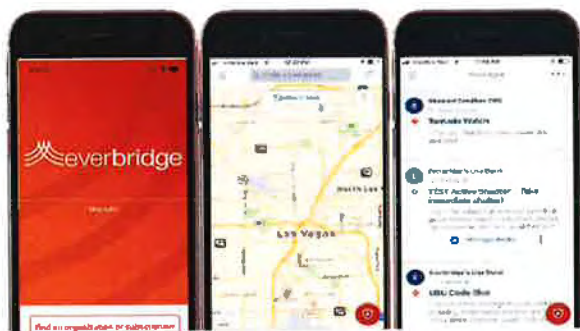
- Actively manage SLAs
- Manage team capacity
- Monitor group response performance
- Assess incident trends

Benefits

- Resolve IT incidents faster
- Reduce unplanned IT work
- Eliminate alert fatigue
- Increase accountability and reduce frustration
- Streamline incident response across Service, Security, Dev and BC/DR Ops

Everbridge Mobile Applications

One Mobile App for Employees and Recipients



One Mobile App for Critical Event Managers and Administrators



Organizations need the ability to have a two-way conversation with mobile recipients and leverage these contacts to provide the eyes and ears on the scene as a situation develops. The Everbridge Mobile App allows organizations to request information through polling and allows residents or employees to submit on-the-scene reports including pictures, video and text descriptions, all through the convenience of their mobile phone.

Key Features of the Everbridge Mobile App

- See Something...Say Something – Be the eyes and ears of your community and share geo-location information, pictures free-form text as a situation develops.
- Opt-in immediately and anonymously
- Receive a push alerts from authorized public safety agencies for high-priority messages sent while in a geo-fenced area
- Full control over privacy settings to decide what info is shared and when
- View Nixle safety alerts on a map and filter alerts based on time, priority and source

Chances are when an emergency occurs, some of the crisis responders will not be at their desk or may even be asleep. Everbridge ManageBridge brings the same set of rich features available to Mass Notification, Safety Connection and IT Alerting administrators who frequently use smartphones and tablets. The free, native mobile application is available to Everbridge clients, providing them with more control than ever before over their critical event response.

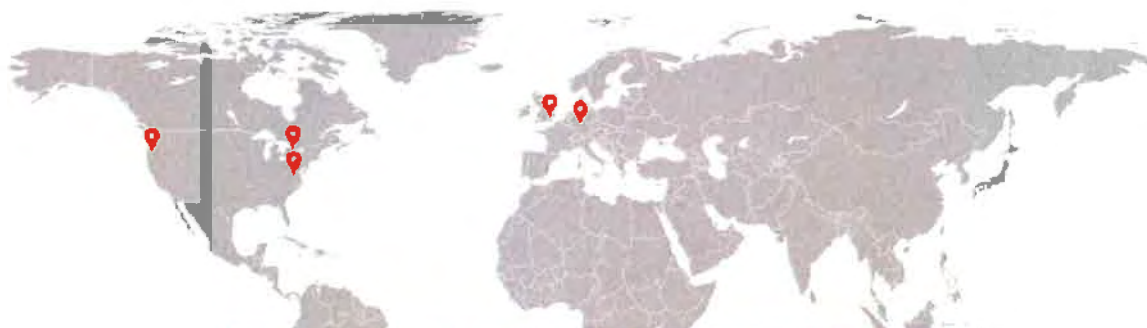
Key Features of Everbridge ManageBridge App

- Customize notifications on the fly or use existing templates
- Select which individuals, groups, rules or a GIS shapes to include
- Open new incidents and automatically notify responders
- Monitor critical event response with reports and logs
- Record a voice message and immediately send it
- Attach an image from your smartphone or tablet to include with your notification

Infrastructure

The Everbridge critical event management and communication suite is a Software-as-a-Service (SaaS) platform that is fully redundant and geographically dispersed. Our platform does not require clients to purchase, install, or manage any hardware, software, or capacity within their organizations. This allows Everbridge clients to quickly begin using Everbridge services without the typical "ramp up" or implementation time required by many other vendor systems in the marketplace.

To provide a highly scalable and global solution, Everbridge's system has designed a true "zero point of failure" system. Our infrastructure is hosted within SOC2 compliant cloud facilities in multiple locations around the globe (see graphic below).



| Implementation Region | Geographic Location(s) |
|-----------------------|----------------------------------------|
| United States | Northern California; Northern Virginia |
| Canada | Toronto, Ontario |
| United Kingdom | London, England |
| Germany | Frankfurt, Germany |

Our cloud computing environments in these facilities include redundant network uplinks feeding dual routers, fully meshed with dual load balancers. Our tiered architecture approach includes a web tier, application tier, database tier, and a tier for our communication engine. Each tier within our architecture is supported by an elastic cluster of servers allowing for full redundancy, high performance, and easy scalability. If service is disrupted at any site, traffic is rerouted to the remaining sites so that Everbridge's services remain constantly available to all of our clients.

Everbridge has implemented this global infrastructure to:

- Provide clients with the ability to select the location in which to store data, allowing for compliance to local and international privacy laws as well as internal client data store requirements (locations available include US, CA, UK, DE – see next section for more detail)
- Provide clients with a more robust level of international support to enhance the delivery of communications using industry standards for deploying communications (telephonic, ISO 3166/SMS, SMS via SMPP/email-based, SMTP), multiple international SMS long codes, and international Caller ID support for any country around the globe

Furthermore, to ensure each of our clients are able to leverage our platform services at all times and as outlined by the Everbridge SLA, Everbridge has developed sophisticated non-starvation algorithms that are used to ensure that no large workload (client broadcasts, data uploads, etc.) will ever cause smaller workloads to be delayed. We also conduct advanced capacity planning that takes into account historical and seasonal utilization patterns and peak events that may impact our client base, while factoring in our growth and our client's growth.

The combination of Everbridge's global, fully redundant, multi-region cloud architecture and our sophisticated monitoring and platform management ensure our clients will experience high levels of performance as well as high levels of availability at 99.99% or greater uptime.

Data Store Options

Everbridge utilizes a combination of top tier SOC2 compliant cloud providers in a fully redundant, multi-region cloud configuration. The deployment regions are currently:

| Implementation Region | Geographic Location(s) |
|------------------------------|----------------------------------------|
| United States | Northern California; Northern Virginia |
| Canada | Toronto, Ontario |
| United Kingdom | London, England |
| Germany | Frankfurt, Germany |

Note: All client data is stored encrypted at-rest, regardless of data store. Clients choose the Data Store Location from the list above.

Upon implementation of any client's Everbridge environment, the Data Store Location must be specified from the implementations listed above.

Once the Data Store Location is selected and the environment is saved and "built" within the Everbridge system and available for use, the Data Store Location cannot be changed. This means that if a client chooses to store data in another country, a new ORG will need to be implemented to support this request.

Data is not transferred from international environments (Canada, UK, and Germany) to the United States at any time (or vice versa). In addition, each data store location contains a multi-region cloud deployment which provides fault tolerance for any region while maintaining data privacy and adhering to international regulations.

Security & Compliance

Everbridge's security framework is based on the comprehensive set of security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations, the ISO 27001 framework, and GDPR for privacy compliance.

Annually, Everbridge achieves certification and accreditation from an independent third-party assessment organization (3PAO) approved under the Federal Risk and Authorization Management Program (FedRAMP). The 3PAO security assessors verify Everbridge's compliance in over 150 security and data protection areas within 17 different security categories including access control, incident response, security training, system integrity, identification and authentication, contingency planning, etc. via various assessment techniques including vulnerability analysis and penetration testing.

Everbridge selected the NIST 800-53 standard and the ISO 27001 framework because, together, they provide a complete and truly holistic approach to strong information security controls and strong governance.

Globally Applicable Certifications

SSAE-18 SOC 3

Everbridge publishes a Service Organization Controls 3 (SOC 3) report. The SOC 3 report is a publicly available summary of the Everbridge SOC 2 Type II report. The SOC 3 report includes the auditor's statement on Everbridge's achievement on all trust services criteria (based on the AICPA's Trust Services Principles assessed in the SOC 2 report), the assertion from Everbridge management regarding the effectiveness of these internal controls, and an overview of the Everbridge Suite platform. The SOC 3 report provides assurance that Everbridge's internal controls have been verified to achieve the AICPA's Trust Services Principles for data security, availability, and confidentiality. Our latest SOC 3 report is available here:

<https://www.everbridge.com/customers/success-center/resource/soc-3-assessment-by-coalfire/>



ISO/IEC 27001:2013 CERTIFICATION

Established by the International Organization for Standardization (ISO), the prestigious and internationally recognized ISO 27001 standard requires the certification of an organization's information security management controls for areas such as data security and business continuity. Everbridge's information security management system has been inspected and certified by Coalfire, an accredited certifying body. The Everbridge suite of products that are ISO-certified include Mass Notification, Safety Connection™, Crisis Management, Visual Command Center®, IT Alerting, SMARTweather and ThreatView, and Everbridge's mobile apps, both in the United States and Europe.



ISO Certificate: http://www.coalfireiso.com/Certificates/Everbridge-ISO-27001-Certificate-Award_5-7-2019.pdf

U.S. Government Certifications

FedRAMP AUTHORIZATION

Everbridge Suite has achieved the prestigious and rigorous Federal Risk and Authorization Management Program, or FedRAMP, compliance and authorization. FedRAMP is a United States government-wide program that provides a standardized approach (based on NIST SP 800-53 revision 4) to security assessment, authorization, and continuous monitoring for cloud products and services.



- FedRAMP Authorization: <https://marketplace.fedramp.gov/#/product/everbridge-suite?sort=productName>
- Publicly available 3PAO FedRAMP Assessment Report: <https://www.everbridge.com/customers/success-center/resource/fedramp-assessment-by-coalfire/>

TELECOMMUNICATION SERVICE PRIORITY (TSP) LEVEL 3 CERTIFIED

Everbridge maintains a certification as a Level 3 Telecommunication Service Priority (TSP) System by the Department of Homeland Security (DHS). TSP is a program that authorizes national security and emergency preparedness (NS/EP) organizations to receive priority treatment for vital voice and data circuits. The TSP program provides service vendors a Federal Communications Commission mandate to prioritize requests by identifying those services critical to NS/EP. A TSP assignment ensures that it will receive priority attention by the service vendor before any non-TSP service.



Homeland Security

IPAWS CERTIFICATION

Everbridge is certified as an application service provider for IPAWS. Authorized clients will configure their Everbridge Organization (environment) with their IPAWS information and digital certificate provided by FEMA. Once the client user loads the credentials into the assigned Organization, authorized alerting users will be able to send communications to contacts via all available delivery channels including IPAWS channels (such as WEA, EAS Broadcast, Public Feed, and COG to COG messaging) in the same notification, or simply target IPAWS channels separate from any other population/device. In addition, authorized clients can test their messages and templates by sending test alerts to the Joint Interoperability Test Command (JITC) test environment from their Everbridge Organization at any time and with any frequency.



IPAWS Open Developers Information: <https://www.fema.gov/media-library-data/1558708655983-cf99d1c7d2b1badb737a128659f5472b/OpenDevelopers.pdf>

SAFETY ACT

The United States Department of Homeland Security (DHS) has designated and certified Everbridge under the SAFETY Act (Support Anti-terrorism by Fostering Effective Technology). Pursuant to the SAFETY Act, the designation provides legal liability protections to both Everbridge and our customers in the result of technology failures during a DHS declared terrorist attack. Applications on Everbridge critical communications platform are now on the DHS SAFETY Act's "Approved Technologies List."



EU Privacy Compliance

GENERAL DATA PROTECTION REGULATION (GDPR)

On May 25, 2018, a new European privacy regulation called the General Data Protection Regulation ("GDPR") went into effect. As a company, Everbridge is GDPR ready having reviewed our business processes and forms to confirm our compliance with the new requirements, including an individual's right to access their personal data, their right to be forgotten, their right to data portability, and their right to be notified of a breach. Everbridge currently complies with current EU legislation, including the Data Protection Directive 95/46/EC, the UK Data Protection Act, and the German Federal Data Protection Act (Bundesdatenschutzgesetz). The company is also certified under the EU-US Privacy Shield (see below).



More details regarding our GDPR compliance may be reviewed here:

<https://www.everbridge.com/about/legal/general-data-protection-regulation-gdpr/>

BSI CLOUD COMPUTING COMPLIANCE CONTROL CATALOG (C5)

Cloud Computing Compliance Controls Catalog (C5) - is a German Government-backed attestation scheme introduced by the Federal Office for Information Security (BSI) to help organizations demonstrate operational security against common cyber-attacks within the context of the German Government's "Security Recommendations for Cloud Providers." The Everbridge Critical Event Management platform has undergone a third-party audit to ensure it complies with security requirements defined by C5. Customers in German states can rest assured that their use of the Everbridge platform complies with stringent local requirements. Using our C5 audit report, customers can effortlessly evaluate how legal regulations (i.e. data privacy), their own policies, or the threat environment relate to their use of the Everbridge platform.



More details regarding C5 can be reviewed at the following links:

- https://www.bsi.bund.de/SharedDocs/Downloads/EN/BSI/Publications/CloudComputing/ComplianceControlsCatalogue-Cloud_Computing-C5.pdf?__blob=publicationFile&&v=3
- https://www.bsi.bund.de/SharedDocs/Downloads/EN/BSI/Publications/CloudComputing/SecurityRecommendationsCloudComputingProviders.pdf?__blob=publicationFile&&v=2

PRIVACY SHIELD

Everbridge participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework. Everbridge is committed to subjecting all personal data received from European Union (EU) member countries, in reliance on the Privacy Shield Framework, to the Framework's applicable Principles. To learn more about the Privacy Shield Framework, visit the U.S. Department of Commerce's Privacy Shield website at

<https://www.privacyshield.gov/welcome>.

More details can be reviewed at the following link: <https://www.privacyshield.gov/participant?id=a2zt0000000GnAAAAQ>

**UK GOVERNMENT LISTINGS****G-CLOUD**

The Everbridge Critical Event Management platform is a listed vendor within the G-Cloud framework. G-Cloud is the UK government's latest framework that is designed to simplify and accelerate adoption of cloud-based services within the public sector. The Everbridge platform, and suite of enterprise applications, are entirely SaaS-based, and designed to automate and accelerate an organization's operational response to critical events in order to keep people safe and businesses running.

More details can be reviewed at the following link: <https://www.digitalmarketplace.service.gov.uk/g-cloud/services/180172124930913>

**UK ICO**

Everbridge is registered by the Information Commissioner's Office. This UK-based governmental office upholds information rights in the public interest, promoting openness by public bodies and data privacy. The registration confirms Everbridge's commitment to safeguarding user information and adhering to security and privacy protection standards.

More details can be reviewed at the following link:

<https://ico.org.uk/ESDWebPages/Entry/ZA022031>



Onboarding, Support, Training & Professional Services

We understand that technology alone does not determine success in incident notification and critical communications. Our 17+ years of experience supporting critical event solutions across all major vertical markets has helped us develop the most experienced crisis communications and response professional services team in the industry.



Our focus is to deliver solutions that help ensure our clients success, and to maintain our relationships with our clients long after they make their initial purchase decision.

ONBOARDING

Everbridge Suite is a robust, on-demand, software-as-a-service (SaaS) platform that requires no hardware or software installation. As such, our chief objective is to deliver impactful, consultative on-boarding services to our customers, resulting in expedited time to value and product adoption of the system.

The Everbridge Suite implementation process has been tried and proven across thousands of customers and several vertical focuses. What has resulted is a repeatable, streamlined deployment model that lends itself to long-term success and operational adoption of the tool, in-line with your specific use cases. While a typical implementation takes place over the course of three-to- four- weeks (15 business days), our Implementation Specialists are industry experts that are flexible and willing to meet our customers' deployment and go-live timelines.

Each implementation will be tailored to our customers' use cases and operational processes. If you're in the midst of building-out your processes and workflows – not to worry! We'll help you to understand how Everbridge fits within your new framework. We'll consult on focus areas such as Data Management, Best Practice Application, Notification Support and Management, Governance and Role-Based Access, and Go-Live Strategies. Our end-state is your comfortability and understanding of the tool, with short and long-term goals defined for success and internal integration.

TECHNICAL SUPPORT

The Everbridge Customer Success team is available to you at any time of day or night—24x7x365. Customer Success staff members are actual Everbridge employees located on-site. We do not outsource our client care services to third parties that do not have the Everbridge expertise. When you reach out to Everbridge Customer Success, you will get a professional who is well-versed in the Everbridge system and is more than capable of assisting you, no matter what your need may be.

EVERBRIDGE UNIVERSITY

Everbridge University (EBU) provides 650+ interactive training lessons to ensure customer's ongoing system proficiency. The training incorporates the skills, concepts, and best practices needed for anyone, even a non-tech savvy individual, to effectively leverage Everbridge solutions. Everbridge offers two training options: Everbridge University On-Line, which has delivered over 700,000 learning lessons to develop core system concepts and refresh skills at any time, and a tailored On-site instructor-led training, which can be coupled with Everbridge Professional Services to ensure accelerated system deployment and adoption.

CRITICAL EVENT MANAGEMENT TRAINING AND BEST PRACTICES

Everbridge University



Sample Courses

Hundreds of courses and guides including:

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Everbridge Fundamentals • Adding and Managing Contacts • Role: Data Manager • Getting Started with Notifications • Incident Management Overview • Role: Incident Management Operator Basics | <ul style="list-style-type: none"> • IT Alerting: Incident Templates • Onboarding for IT Alerting • MN Message Sender Certification • Everbridge IPAWS Integration Certification • CARES Best Practices for Notifications Certification | <p>Product and Best Practices Guides</p> <ul style="list-style-type: none"> • Everbridge Sulte User Guide • Everbridge Sulte REST API Guide • Safety Connection User Guide • Everbridge SMS Messaging Best Practices • Increase Your Resident Opt-In Database Guide |
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PROFESSIONAL SERVICES

Everbridge Professional Services utilizes a proven, four-stage implementation and project management discipline that offers the following benefits:

- Leverages best practices and subject matter expertise built over 1,500+ deployments.
- Mitigates risk via effective planning, project management and communication.
- Optimizes time-to-launch, customer self-sufficiency, and solution quality/robustness over the long-term.

We work with you to address the unique challenges within your organization, your operational requirements, and specific training needs. We provide both bundled packages and customized options designed to your individual specifications.

In addition to programs like our on-site Premium Implementations, our Everbridge CARES program brings together years of critical communications experiences and best practices to improve your success—ranging from certification courses, planning and policy forums, user groups, and more. In addition, the Everbridge CARES program provides access to a team of experts and resources to deliver your critical communications exchanges with confidence.

Everbridge Technology Partners

Everbridge recognizes that having a comprehensive, multi-modal notification and communication platform throughout the incident lifecycle is vital to business continuity.

Since the company was founded in 2002, we have developed partnerships with leading business continuity service providers to deliver a seamless, integrated solution that allows our joint clients to leverage their existing systems to maximize performance and results.

Whether an organization needs to upload employee and/or customer contact information from their business continuity plan directly into the Everbridge system or send severe weather alerts directly to a first responder group predefined in the notification application, Everbridge works in concert with complementary technology through our established partnerships.

For more information, please visit: <https://www.everbridge.com/company/partner-program/>

BCDR PARTNER PLANNING

- Launch notifications and access broadcast reports from BC/DR tools and Everbridge.
- Contact names, data, and attributes flow from planning tool to Everbridge.

SITUATIONAL AWARENESS

- Service (event-driven contacts)
- Notify first responders of incident via personal device
- Archive copy of initial notification in the Everbridge system and forward as is or amend before forwarding

MULTI-LEVEL COMMUNICATION PARTNERS

- Launch predefined notifications from Everbridge to digital signs and desktops
- Send predefined notifications from VoIP paging systems to Everbridge

