

Proposal ORIGINAL

# Emergency Notification Services for Center for Threat Preparedness



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3/10/2011

Roberta Wagner  
Center for Threat Preparedness  
Dept. of Administration  
Purchasing Division  
Building 15  
2019 Washington St., East  
Charleston, WV 25305-0130

Re: Emergency Notification Services

Dear Ms. Wagner:

On behalf of Everbridge, I appreciate the opportunity to present this comprehensive proposal to West Virginia CTP in response to your request. Based on your requirements, we are confident the Everbridge Aware™ solution will meet or exceed your needs and expectations.

Everbridge, Inc., in operation since 2002 (privately owned), is the leading global provider of mass notification solutions to healthcare systems, Global 2000 corporations, educational institutions, and government agencies and municipalities in more than 100 countries with the ability to communicate in more than 230 locations worldwide.

Our corporate offices are located in Glendale, California. We currently employ almost 100 employees. Each employee is thoroughly examined to ensure the highest quality candidates are hired, and our rosters currently include employees with Microsoft and Oracle certifications as well as others such as CISSP (Certified Information Systems Security Professional), CIPP (Certified Information Privacy Professional), and CISM (Certified Information Security Manager).

We hope to have the chance to add you to our growing base of satisfied customers and look forward to being chosen as your emergency notification service provider and partner in the years to come.

Best regards,

John Karambelas  
Everbridge  
Sr. Director of Strategic Sales  
310-567-6300 phone  
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## 1. EXECUTIVE SUMMARY

Everbridge Aware will bring tremendous automation and efficiency to the West Virginia Department of Health and Human Resources, Bureau for Public Health, Center for Threat Preparedness (CTP) communication processes and will ensure reliable delivery of your emergency notifications via your Health Alert Network.

Everbridge will stand out for our focus in emergency notification, our work with and recognition by more than 450 hospitals and several federal, state and county agencies, our unique system features including flexible integration, our ease of use, our customer support, and our infrastructure. Over time we have found that these are the key items that impact clients. They range from game-changing technology to a client's overall experience with the application to client interaction with our personnel. The items below sometimes get glossed over in a presentation and are usually buried somewhere in an RFP response; but when a crisis hits, they are critically important and should ultimately affect your decision of provider.

### Infrastructure

In conjunction with the SaaS architecture, Everbridge leads the Emergency Notification System market by providing the first true, third-party verified (by Oracle) Active-Active architecture. Located at the Point of Presence in redundant, top tier, geo-dispersed Qwest CyberCenters in California and Colorado, Everbridge's 15 millisecond bidirectional Active-Active Emergency Notification platform offers the highest availability, capacity, scalability, security, speed, resiliency, and ease of use anywhere in the world.

This means that if something happens to one of our data centers you will not lose access to the application. In fact, you will not even realize anything has happened. This unique architecture ensures Everbridge lives up to its 99.99% **contractual uptime guarantee**. To further drive home the validity of this model, Everbridge does not exclude maintenance windows from this guarantee as is commonly done by competitors in the industry.

### Capacity

Everbridge contractually guarantees communication capacity across our entire existing customer base. The average utilization of Everbridge Aware is less than 3%. Instead of making claims of "perfect world" distribution capabilities that few customers would ever see, we guarantee communications with customers through Service Level Agreements (SLAs) that provide contracted minimum performance levels that are "burstable" and capable of taking advantage of the entire Everbridge system.

Everbridge maintains sufficient capacity to support all of our delivery SLAs and is continually building capacity to support the needs of our growing customer base.

**In the 30 seconds it took to read the last several paragraphs, all of our customer data was replicated 2,000 times between our data sites.**

Everbridge Aware is designed so that each data center is fully capable of meeting all customer SLAs individually, so each additional load-balanced data center in the Everbridge Active-Active environment adds multiples of capacity. In addition we own and operate 100% of our telephony resources and infrastructure. This allows us to offer customer-facing SLAs on true message capacity and delivery—not a third-party vendor guarantee on their contracted "overflow" carrier capacity.

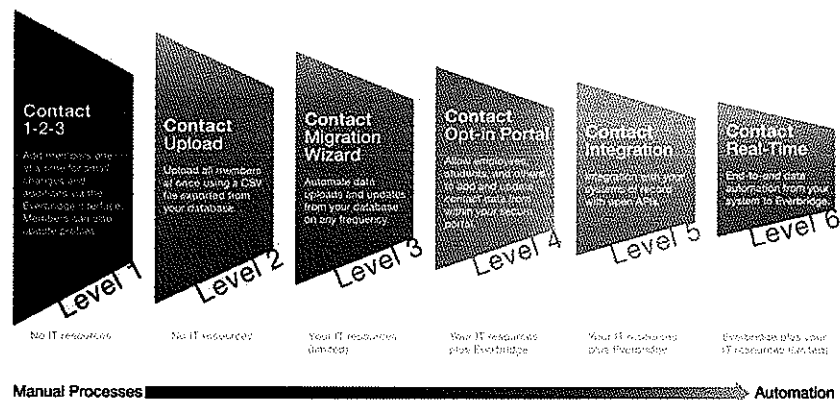
### Secure Data Integration

Secure data integration is always a top requirement of any organization. Nothing is more important to your employees and students than the security of their information. In order to make our system the most secure, we comply with Department of Defense security guidelines set forth by NIST (National Institute of Standards in Technology). In addition, NIST completed their own Emergency Notification vendor evaluation, where they found that Everbridge best suited their needs.

In addition to our NIST compliance, the General Services Administration (GSA) has also completed several security audits on our application. These audits resulted in our being the only emergency notification vendor to receive an Authority to Operate and secure the GSA as a customer.

From an integration standpoint, to minimize the stress and timeline, Everbridge offers six different ways to get data into the system securely.

## Everbridge Contact Data Management Solutions



### Client Care/Customer Experience

Each of Everbridge's 1,000 client organizations relies on the Everbridge application to deliver their important communications in the midst of emergency situations. From the beginning of the implementation process, each customer is assigned a dedicated Implementation Specialist. Everbridge does not stop there. After your implementation

you will continue the life of your contract with a dedicated Account Manager to make sure you are always getting the most out of our application. This process has been honed across over 1,000 customers across our different verticals and is the reason why we uphold over 98% customer retention. In addition to your personalized service, we also offer additional 24/7/365 customer support housed internally in our Network Operations Center.

### Intelligent Messaging

Everbridge offers a complete intelligent solution to sending out notifications that is comprised of three different levels.

- **Emergency vs. Standard Message Broadcast Prioritization**—Everbridge is in the business of critical incident or crisis notification. With Everbridge Aware, emergency broadcasts always take preference over standard messaging. OCC will be able to choose which type you need for each event.
- **Multiple Contact Paths with Prioritization vs. Limited Contact Paths with no prioritization**—The Everbridge application allows you to enter up to 35 voice and text contact paths per student/employee/recipient. These might include: home phone, cell phone, work phone, e-mail, pager, fax, Instant Messaging (IM), text messaging (SMS via SMTP & SMPP), Student's Parent's Phone, relocation phone, etc. In addition to the multiple paths, the Everbridge platform allows you to customize the delivery via prioritization to each device. Bottom line—the more contact paths your students/employees have on file, the more likely it is that you will be able to reach them in emergency situations.
- **Priority Rotation vs. "The Blast"**—Can you imagine a disaster has just occurred and all of the sudden every device on your desk starts to buzz, beep or ring. Your cell phones, your desk phone, your e-mail, your pager; which do you answer first? Studies have shown that "The Blast" approach typically creates more confusion for the recipient than was already experienced by the disaster itself. Everbridge takes a more calculated approach in the message delivery process. As the recipient of the message, you simply instruct the system in advance as to the priority/order you would like to receive calls. First to your cell, then to your e-mail, then your office, then your pager, etc. Everbridge Aware will systematically cycle through each device until you are reached and then stop the delivery. Reaching is not just leaving a voice-mail, our system will ask for human interaction to ensure that the message was delivered to a human. Intelligent messaging vs. bombardment messaging.

### Reporting

Unlimited 100% custom reports vs. hardcoded static reports—one of the toughest things for any organization is trying to disseminate all of the figures to complete an after-action report. The Everbridge application provides for the user to build simple custom reports to view in their desired format, while also boasting the ability to export the data

Everbridge Aware supports 18 different device types and a total of 35 delivery methods per member.

in a variety of formats. While we also provide several commonly used static reports, we know our customers are all different and each customer has preferences on how they would like to view their activity. Ultimately with Everbridge Aware, the customer controls the data and can manipulate the data in any manner desired, either through available template reports, 100% custom reports, or data exports.

### Ease of Use

**New users are typically able to send a message in just over one minute.**

Ease of use in an emergency notification application is paramount. Although your organization may run drills and tests to ensure familiarity with the application, emergency situations will test this familiarity and comfort level. Everbridge Aware was first and foremost designed to provide a simple and intuitive graphical user interface. The simplicity of the application has been finely balanced with a robustness of features and functionality to provide our customers with a great deal of flexibility and choice when composing and delivering a message. In spite of all this functionality and flexibility, the underlying system still maintains three simple steps to send a notification.

Everbridge delivers mass notification with an easy three-step process.



- 1. Select individuals and groups**
- 2. Create voice/text message**
- 3. Send to all devices simultaneously**

This simple three-step process can be repeated for all types of messaging from a standard message, to a polling notification, to an on the fly conference call or quota notification. Once a user is familiar with the basic three-step process, the Everbridge application is very easy and intuitive to navigate. In addition, our customers asked for a scaled back three-step notification process to help with their “casual” or “non-technical” users. To answer that call we’ve developed a feature called QuickLaunch allowing for a one-step notification process that can be bookmarked or placed on a desktop, hence QuickLaunch.

In addition to all the system features, Everbridge offers the most comprehensive best practices training and methodology in the industry. It is common knowledge that we educate our competitors’ customers on proper system use as often as they educate their

**Free monthly Webinar training enhances the standard training package for all Everbridge customers.**

own through available well-constructed Webinars, local multi-day seminars, and custom on-site learning tracts. We encourage the West Virginia CTP evaluation team to look closely at these key areas mentioned above. Our exclusive focus in the emergency notification space for the past eight years has not only resulted in recognition by many third-party groups such as the American Hospital Association and MICTA, 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 Everbridge excels in the core fundamentals of a notification platform specifically in the area of infrastructure, ease of use, and customer service. Focus and success in these areas will ultimately lead your team to a proven provider that will not only deliver reliable communication for your organization but will become a partner in your communication process.

We thank the West Virginia CTP for the opportunity to present the Everbridge system and are pleased the requirements of the RFP correspond very well with the strengths of the Everbridge Aware, Act/SaaS offering. As you will see by reviewing our response, we are poised to swiftly and effectively implement our solution to arm the West Virginia CTP with a system that will dramatically improve your communication process.

We would be pleased to demonstrate Everbridge Aware at your convenience in an effort to further support our RFP response.



## 2. REQUIREMENTS

The successful vendor will meet all mandatory requirements listed below:

- A. **In addition to the notification requirements described above, the service selected will also serve as the emergency alerting vehicle for the West Virginia Rapid Emergency Deployment Information System (WVREDI), the state's health and medical emergency credentialing system as well as for dissemination of important alerts and warnings, including CDC's Health Alert Network (HAN) messages. Information for alerting will be imported from existing databases or spreadsheets with remote update capability, or will be separately built and loaded into system from every West Virginia county as well as the Center for Threat Preparedness itself.**

Everbridge will comply. Everbridge Aware is capable of serving as the emergency alerting vehicle for WVREDI, the state's emergency credentialing system and for dissemination of alerts and warnings including CDC HAN messages. Everbridge Aware can import data from existing databases or spreadsheets with remote update capability, or databases and spreadsheets can be separately built and loaded into system from every West Virginia county as well as the Center for Threat Preparedness itself.

- B. **The service selected must meet the following criteria: Must comply with all applicable Public Health Information Network (PHIN) requirements as articulated in the CDC Partner Communication and Alerting (PCA) Guide. The PCA Guide can be found at:**

**<http://cdc.gov/phn/library/documents/pdf/guides/PCAGuide-v1.3.pdf>.**

Everbridge complies. The State Departments of Health of Connecticut and Maryland have achieved PHIN Direct Alerting Certification from the CDC using Everbridge Aware.

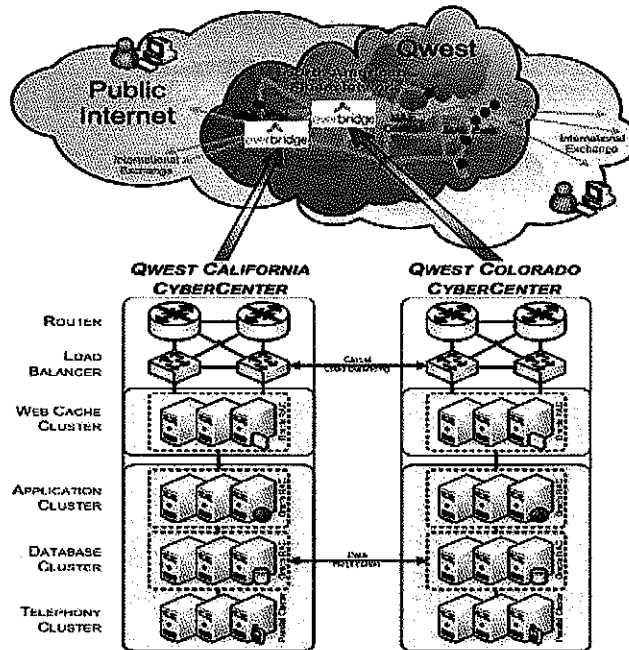
- C. Continuous and uninterrupted availability of this service is critical. While it will not necessarily be used on a daily basis, the service must be continuously available for use in times of need. Accordingly, the service must be distributed across multiple call centers utilizing different telephone and bandwidth providers within the United States to minimize the likelihood that an outage in any geographic area or affecting a single provider would affect service availability. Strong security must be deployed to ensure all possible safeguards are in place to protect data in storage at each of the locations. The service must be able to automatically route calls over the least congested networks to ensure rapid message delivery, and must be able to utilize the Government Emergency Telecommunication Service (GETS) <http://gets.ncs.gov/> as provided by National Communications System, for emergency call prioritization. The service must have redundancy or servers in different geographical locations.**

Everbridge complies. In order to maintain the 99.99% availability provided for in our SLA, Everbridge employs two geographically separated Tier 4 Data Centers, located in California and Colorado, for all of our test and production systems in an Active-Active configuration. Data is continuously replicated between the California and Colorado sites, and each site can provide the full range of Everbridge services. If service is disrupted at either site, all traffic is dynamically rerouted to the other site so that Everbridge's systems and services remain constantly available. Our operations staff is located in Glendale, California.

Each site is designed with full redundancy from top to bottom. Dual network uplinks feed dual routers, fully meshed with dual load balancers, which secure the front-end network with tight controls. Each tier of servers are clustered using Oracle's Real Application Clusters (RAC), which allows for real-time load balancing and failover between nodes, and affords easy scalability to meet increasing demand.

Each of Everbridge's data centers includes a cluster of dedicated telephony servers. Each telephony server operates in parallel, independently polling the database for outstanding calls to be made. If one or more servers were to fail, the others would continue to function unaffected by the outage, and would continue processing until all outstanding calls had been placed. Even if all of the telephony servers at one site were to fail, our overflow configuration would route the calls through the telephony servers at our other site which are fully capable of meeting all customer service level agreements.

Everbridge Aware is technically capable of supporting GETS; however the GETS system was not designed for mass notifications.



**Everbridge Aware uses fully redundant Active-Active architecture.**

Everbridge, in connection with Oracle, Qwest and AT&T, hosts and manages the solution and continually upgrades all computer hardware, software and communications lines.

The Everbridge architecture uses standard Intel based servers, and an Oracle/Red Hat Linux application including database, applications servers, and web servers. In addition, EMC is used for the Storage Area Network. These companies allow us to provide secure, continuous access to data that is backed up at numerous locations daily. Redundancy and multiple phone carriers eliminate a single point of failure crucial to the nature of an emergency notification system, and to ensure system accessibility at any time.

The Everbridge system was built with multiple redundancies, and is housed and maintained by one of the most technologically advanced and protected data center facilities in the world. These facilities are SAS 70 Type II certified and there is no single point of failure within the entire system. The equipment is backed up with UPS back-up power at both locations. Hardware is continuously monitored and updated as new technology becomes available.

- D. The successful vendor must include unlimited inbound or outbound calls in their bid. In addition, the system database must allow for unlimited names/contact information to be included.**

Everbridge complies. Everbridge has provided for unlimited inbound or outbound calls, and the Everbridge Aware database allows for unlimited names and contact information to be included.

- E. The successful bidder shall agree to work with the current vendor (Software Computer Group) to ensure a timely, accurate, and complete transition of the project operations. The bidder selected must be able to import existing data from WARN (Wide Area Rapid Notification), the incumbent emergency notification system (all call groups from each user location in counties and state) into the new system within 4 weeks of contract award. If the incumbent system is not available to export existing call group data from the state and local health departments, then the successful bidder must be able to rebuild all the call groups from each of those agencies within 4 weeks of contract award (See Deliverable Sheet). This would include personal interaction with staff from each of the agencies and any technical assistance needed.**

Everbridge complies. Everbridge will work with the current vendor to ensure a timely, accurate, and complete transition of the project operations. Everbridge will be able to import existing data from the incumbent emergency notification system into the new system within 4 weeks of contract award. If the incumbent system is not available to export existing call group data from the state and local health departments, Everbridge will be able to rebuild all the call groups from each of those agencies within 4 weeks of contract award.

- F. The successful bidder shall agree to ensure the new system is fully operational within 5 weeks of contract award (See Deliverable Sheet). Failure to meet this deadline will result in cancellation of this contract with the vendor. G. The successful bidder shall agree to cooperate with the agency and any subsequent vendor should the contract, which is the subject of this RFQ, be terminated, and to deliver any and all electronic files, documentation, and associated work products to the agency within thirty (30) days of receipt of notice of contract termination.**

Everbridge will comply, and ensure the new system is fully operational within 5 weeks of contract award.

- H. The successful bidder's service must provide the ability for secure transmission of notification messages, and report results back to the West Virginia State Center for Threat Preparedness or other designated facility. The service center must also have multiple points of communication from contact requests including, but not limited to, the internet (with or without a Virtual Private Network (VPN), a dedicated dial-up line, and a private peering network).**

Everbridge Aware provides the ability for secure transmission of notification messages and report results. Everbridge Aware uses a 128bit SSL security certificate obtained from VeriSign, and all data is transmitted over the internet using HTTPS. Data can be securely sent and received from any computer with internet access, so neither a VPN, dedicated dial-up line nor private peering network will be necessary.

- I. Each of the following service functionalities are mandatory requirements of the successful bidder:**

- 1. Must have the capability to send notifications rapidly via multiple communication mediums utilizing assigned roles; (Must be able to use both "land lines" and mobile phone, fax, instant messaging, and Simple Mail Transmission Protocol (SMTP) Short Message Service (SMS) messaging such as email, alphanumeric papers and other wireless devices.)**

Everbridge complies. Everbridge supports up to 35 contact paths for each recipient, including:

- Fax—3
- Business Phone—4
- Text Device Unlimited (Text-based email such as RIM devices) - 1
- Home Phone—2
- Instant Messaging—1
- Email Address—3
- SMS Device—2
- Numeric Pager—1
- Text Device Limited—1 (Two-way text pagers)
- Mobile Phone—3
- Other Phone—1
- Assistant's Phone—1
- One-Way SMS Device—1
- One-Way Pager Unlimited—1
- One-Way Pager Limited—1
- Tap Pager—1
- International Phone—5
- TTY/TDD—3

- 2. Must be capable of delivering customized messages, both the content and the delivery mechanism, to each individual, and in the case of voice messages using a text-to-speech engine to dynamically create the messages;**

Everbridge complies. The message creation process within the Everbridge system can be completed in three easy steps. For maximum efficiency, both text messages and voice messages can be created and delivered via the same broadcast. Users may leverage pre-recorded messages, record their own message, or type a text message and elect to have it converted to voice using the text-to-speech engine, if preferred. The user then has the ability to select the delivery mechanism for the message.

- 3. Must have the ability to send the notification to one device and if there is no answer within a specified timeframe (user defined) sends the notification to the next device listed in the user's profile. This process must continue until contact attempts for all listed devices defined in the user's profile are exhausted. The sender must have the option to continue contact attempts until contact is successful.**

Everbridge complies. The Everbridge system offers the ability to communicate to up to 35 contact paths on up to 18 device types. The Everbridge system will rotate thorough each contact device, individually, for a target member and seek confirmation. Once confirmation is received, it is reported to the Everbridge system and no further notifications are deployed to that member—they have confirmed receipt. However, if the member does not confirm (device cannot be reached, member hangs up, etc.), the Everbridge system rotates to the next available device for the target member and attempts to contact them again, seeking confirmation. This process continues until the member confirms or until the notification campaign has expired. This allows the Everbridge Aware system to effectively deliver only the notifications required for the environment (based on recipients confirming) and allows the recipients to more easily respond, as they are being methodically contacted on one device at a time.

- 4. Must allow the user's profile to contain delivery device preference order based on at least two self-defined timeframes; (Example: Call pager first on Monday - Friday, 8:00 A.M. -5:00 P.M. and home phone first at all other times. Call mobile phone second at all times.)**

Everbridge complies. The Everbridge system allows the user's profile to contain delivery device preference orders based upon the urgency of the message.

- 5. Must be able to deliver notifications based on prioritization of individuals/roles (i.e. send to those in more authority first, then other users.);**

Everbridge complies. The Everbridge Aware systems provided the ability to delivery notifications based upon the urgency of the message. This allows message that are time-sensitive to be prioritized above those that are not.

- 6. Must have the capacity to notify predefined groups and "on-the-fly" ad-hoc groups, not only by name, but by all fields (i.e. roles, agency worked for, geographic location, and political jurisdiction.)**

Everbridge complies. Everbridge supports unlimited pre-defined groups and sub-groups within the system. To support "on-the-fly" ad-hoc groups, Everbridge supports the ability to add up to 10 "User Defined Attributes". These attributes are available to store additional data in the Everbridge system in the event the system does not contain a default data field for the desired information. The "User Defined Attributes" can then be used to generate filters for any target audience of a notification deployment – enabling "dynamic targeting" for notifications based on the latest data stored in the Everbridge system for each member. Everbridge allows the creation of dynamic targeting based on up to three UDAs.

- 7. Must have the capacity to notify 'subgroups'. (i.e. group(s) within a group)**

Everbridge complies. Everbridge supports the ability to notify subgroups. Everbridge offers the ability to create an unlimited number of subgroups.

- 8. Must have the capacity to select individuals even if they are not in a group or subgroup.**

Everbridge complies. Everbridge supports the ability to select one or more groups or individuals for a notification. Everbridge notifications may include individuals that are not within a group or subgroup.

- 9. Must have capability of multiple administrators. 130 at a minimum. (1 10 for County use at 2 per county x 55 and 20 for State use).**

Everbridge complies. The Everbridge system does not restrict the number of administrators or group leaders within the system. Everbridge does not charge extra for additional administrators or group leaders.

- 10. Must have flexibility for agency control over number and type of call groups.**

Everbridge complies. The number of and type of call groups are created and managed by the client.

- 11. Must integrate functionality that will support single sign on from our existing portal and any necessary data synchronization methods. (Logon name field, password field). Will need custom Uniform Resource Locator (URL) that will accept these parameters so logon to notification system will be seamless.**

Authentication and user information resides within the Everbridge Aware environment and is not exchanged with any other systems.

Everbridge Aware does not currently support single sign on from existing customer portals due to the fact that this would require customers to open their authentication

system to the Internet. Additionally, this creates a single point of failure between Everbridge and our customers because if the external authentication environment is unavailable for any reason, it creates a situation where the emergency communication tool could be unusable.

12. **Must have the ability to initiate a broadcast directly from another application through an Application Program Interface (API) protocol solution (supplied by the successful vendor) so that contact data can be maintained in another system and broadcasts can be initiated directly from another application. This process should be provided through a web-services API using a standards-based SOA (service oriented architecture). In addition to initiating the broadcast, the API should also handle cancellation and status of the notification. Currently this would require integrating with the West Virginia RED1 System, a proprietary emergency credentialing platform developed by Collaborative Fusion, Inc (See Section III A above).**

Everbridge provides two SOAP-based web service API's for integration into other 3rd party applications. The Everbridge API's are Java-based and the West Virginia RED1 System would be able to use the web services which are published through a WSDL. The integration can be developed by the Everbridge Professional Services team or development may be done internally by the client. Everbridge's optional API's operate securely over the internet, using HTTPS (over Port 443) and a valid VeriSign 128-Bit SSL Security Certificate. The Everbridge API's support member management and initiating and reporting on broadcasts.

13. **Must allow for the activation of alerts via the Internet or telephone; security must be in place to only permit a notification request from specific, predefined phone numbers and systems user identification accounts. Additionally, a log of notification requests from any source, successful or not, must be maintained in the system (not through manual logging) and made available as an automated report.**

The Everbridge system is web based, so the primary point of access is through the internet using a web browser which supports HTTP/ SSL security. Everbridge also recognizes that internet access, a computer, or a web enabled mobile phone will not always be readily available. Thus, Everbridge provides telephone based access, 24x7x365, by contacting the Everbridge "Automated System" (IVR) or by contacting an Everbridge Live Operator. Notifications can be initiated by individual with the proper credentials using any of these methods.

Reports of all notification requests are available through the web interface. These reports are kept on the system for 18 months and can be saved locally as a PDF file.



14. **Must have the capability for each notification to provide an immediate receipt confirmation. Results of the notification and confirmation must be available through live, on-line inquiry and through historical reports.**

Everbridge complies. The Everbridge system provides both “live” notification statistics and historical reporting regarding any notification sent. The “live” Broadcast Dashboard Report displays the current count of Confirmed/Not Confirmed/Unreachable Members that have been targeted for the notification. The Dashboard Report is presented after each notification sent. In addition, Broadcast Reports display a more granular level of details concerning the notification such as contact attempts, the path type, what device the member confirmed on, etc. Lastly, Ad-Hoc Reporting allows clients to fully develop their own Broadcast Reports and save them for later use –whether as a template or to simply re-generate the report “on the fly”. All reporting data is stored within the Everbridge system for 18 months. Customers have the ability to download the stored data, at any time, into a Comma Separated Value (CSV) file format for further archiving or use of the data within their environment

15. **For high level/emergency notification, notification recipients must have the capability of replying to the call or calling back into the system (not to a person) and reporting their availability for emergency response. The system must be able to record their responses, and include their availability in reports back to the sender. The service must be able to receive at least 25 inbound calls per minute.**

Everbridge complies. Everbridge supports this requirement through the Polling Notification which allows the sender to ask their audience a multiple choice question and view responses in real time. This functionality can be used for reporting availability for emergency response. The recipient can respond to the polling notification during the call – or they can respond using a call back number if the message is left on an answering machine. The system will record and report on the responses. In addition, Everbridge quota notifications require broadcasts to terminate after a set number of positive confirmations. This feature is ideal in many situations, such as recruiting a specific number of volunteers for a project, filling a training session, or staffing last-minute open shift positions. Once enough people respond to meet the need, the broadcast will end. Everbridge can support at least 25 inbound calls per minute.

16. **Must provide the capability to access reports via both the internet and fax; (Reports must be available in real-time for high priority/emergency notification and within user-defined time periods for low and medium priority notifications, allowing for ongoing status reports of those notified. Reports will include calling results and time of results, such as individual reached, message left, no-answer, number out-of-service, etc., and, for high priority/emergency notification, will include responder reported availability.)**

Everbridge complies. All broadcast reports are available online and in real time. The broadcast reports will include the calling results details with timestamps. Everbridge

supports faxing a summary report at the conclusion of a broadcast campaign. The summary report will not include all the details of the online broadcast report but will include contents of the notification along with total number of member contacted, total confirmed, total not confirmed and total un-reachable.

17. **Must allow for the sender to define how notifications are delivered based on criticality of the notification, (E.G. high priority/emergency -utilize user personal notification delivery preference, medium or low priority - fax and/or e-mail only).**

The Everbridge system supports emergency (for high priority, emergency) messages and standard (for medium and lower priority) messages. The default delivery methods will be determined by the sender – the recipient, however, can set the priority and methods, within their personal profile.

18. **Must have capability for the sender to schedule notification to be sent at a later time and/or date.**

The Everbridge system supported the ability to create a message to be sent at a later date and/or time. The message can also be scheduled as reoccurring notifications.

19. **Must allow for multiple layers of authorization/authority. (Multiple authorized users may be able to send a low or medium priority notification via e-mail or fax, but only those with high-level roles can send high priority/emergency notifications. Additionally, multiple agency use requires division of authorization by agency, with some crossover of high-level roles.**

Everbridge complies. The Everbridge mass notification system is designed to be extraordinarily flexible and granular. The system allows the organization to determine how many administrators will have complete access to all functions and user data.

Administrators can create group leaders and groups of recipients according to team, department, division, or whatever category best suits the needs of the organization, and the system can support an unlimited number of groups and subgroups, as well as nesting of groups within groups.

The administrator is able to set the access and modification rights of group leaders and can restrict access or to allow group leaders to add or change member information and send notifications to their groups and sub-groups.

Users of the Everbridge application are assigned one of three roles: member, group leader, or organization leader. Each role determines the level of access the user will have to the organization's profile and data and the actions the user will be able to perform via the application.

In addition, Everbridge also offers an optional Organizational Hierarchy feature. This feature allows organizations to grant separate locations, departments, or districts the

power to manage their own data and execute emergency plans independently or in conjunction with the rest of the organization. Please talk to your sales contact regarding pricing for this functionality.

20. **Must be able to have multiple layers of administrator rights as to what access is given. (i.e.: View, change, add, and notify rights determined by the State office)**

Everbridge complies. Everbridge provides clients with 3 security roles: Organizational Leaders, Group Leaders, and Members. The Organizational Leaders support the ability to manage and maintain member contact data, group creation, and group assignment in the system. In addition, Organizational Leaders have full access to the system to deploy notifications and generate reports to any Member in the system. Group Leaders have the ability to deploy notifications and generate reports –but conduct those activities to only the Group(s) to which they are assigned. Finally, Members are the target recipients for notifications and are the default security role for any person entered into the system.

21. **Must have the capability of producing reports identifying costs for use by notification event, individual sender, and/or organization.**

Everbridge complies. The Everbridge system has the ability to generate reports based on an event, individual senders and/or organization. Additionally, the Everbridge Aware service supports the use of Billing Codes that can be required for each notification. Billing Codes allow system administrators to produce reports identifying costs for use by event, sender, and organization.

22. **Must have the ability to send multiple notifications at the same time to the same or different recipients.**

Everbridge complies. The Everbridge system fully supports the ability to send multiple notifications at the same time to the same or different recipients. In addition, the Everbridge Scenario Manager feature allows clients the ability to create an unlimited number of scenario events within the system and to include multiple notifications (Standard, Polling, Quota, Conference, and Call-In notification types), all with their own set of target recipients, message content, and options.

23. **Must have the ability to provide login audit tracking.**

Everbridge complies. The Everbridge Aware service logs all login attempts. These reports are available through Everbridge Client Services.

24. **Must have the ability to maintain privacy of all contact information through access control where only administrators with appropriate rights can view or update recipient and contact information.**

Everbridge complies. Access to the Everbridge Aware application is roles-based. Organizational leaders are granted access to all of their organization's data, group

leaders are granted access to information pertaining only to the groups for which they are leaders, and members can access only their own personal information.

**25. Must have the ability to customize the telephone number display (caller identification (ID)) for voice messages and the email addresses for text messages.**

Everbridge complies. The Everbridge system supports the ability to set the caller identification (ID) for voice messages and the email address for text messages. The system can be set with default values and the sender can have the option to change these values when initiating a notification.

**26. Must have the ability to override call-blocking.**

Everbridge complies. The Everbridge Aware solution is not affected by telezappers and other call-blocking type devices. The Everbridge Aware system offers custom caller ID options so that the telephone number displayed on the notification includes the customers designated telephone number.

**27. Must have the ability to leave a message when a voice-delivered message reaches an answering machine or voicemail.**

Everbridge complies. The Everbridge system supports the ability to leave a message when a voice delivered message reaches an answering machine or voicemail. Everbridge Aware is able to tailor the message for live delivery versus machine delivery. Everbridge provides three options when a notification is delivered to a machine. The options are: leave no message, leave message or leave message with a call back number for confirmation. If a live person answers the incoming call, Everbridge can reliably deliver the message content along with the necessary information to confirm receipt.

**J. Support for the successful bidder's services must be available 24 hours a day, 7 days a week, 365 days a year, including holidays, (24/7/365) via telephone and the Internet.**

Everbridge complies. Everbridge provides full maintenance and support of the Everbridge Aware application at no extra cost.

Communication to Everbridge Aware Client Care is provided via the Internet, email, and telephone. Everbridge Client Care is available 24 hours a day, 365 days a year by calling our toll free Client Support line at 866-436-4911. Any authorized user needing assistance from a remote-location can access the live operator 24-hour helpdesk from a telephone, cell phone or computer at 877-220-4911, or they may call our automated system to send a notification at 888-440-4911.

Client Care also provides our clients with access to our CRM Case Tracking tool via a Self Service Portal. This portal provides clients the ability to submit and view cases (both open and closed), and have access to our Knowledge Database. The monthly

webinar training calendar is accessible via the Self Service Portal and Everbridge continues to expand our offerings via the Self Service Portal. Just express interest in the Self Service Portal to your implementer for access and training.

Client Care 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 and may not even be located in the United States. When you reach out to Everbridge Client Care, you will get a professional who is well-versed in the Everbridge Aware system and is more than capable of assisting you, no matter what your need may be.

The Everbridge mass notification system is a Software as a Service solution that doesn't follow traditional software models requiring traditional technical support. Because Aware is based on an active-active architecture, the chances of a problem jeopardizing or degrading the services provided are virtually zero.

The Client Care staff members are Everbridge employees, located on-site, and available 24/7/365. Everbridge does not outsource our client care services to third-party entities that do not have the Everbridge expertise and may not even be located in the United States.

- K. Due to the emergency use of this system, routine maintenance, system upgrades or emergency repairs for system degradation or failure must be managed in as expeditious a process as possible. Emergency interventions must be initiated immediately (within one hour) upon discovery of a problem and every effort must be made to complete repairs, or provide appropriate temporary solutions until permanent repairs can be completed, as quickly as possible with a minimum of system disruption/downtime.**

Everbridge complies. The Active-Active mirrored and load balanced environment utilized by Everbridge means that routine maintenance and systems upgrades can be performed without any disruption of service for our clients. When large-scale maintenance is required, one site is taken offline while the other remains operational. At this point, the automatic load balancers automatically redirect all client activities to the other data center dynamically and seamlessly so that clients are unaware of the activity. Once the maintenance operations are fully completed, tested, and verified, the site is brought back online and so that the process can be repeated at the other site. This unique architecture ensures Everbridge lives up to its 99.99% uptime commitment. This is equivalent to less than 53 minutes of downtime for the entire year. To further drive home the validity of this model, Everbridge does not exclude maintenance windows from this guarantee as is commonly done by competitors in the industry. Everbridge performs system updates about once per quarter; however, in practice the schedule varies and the intervals between releases may vary.

- L. **The successful bidder must include 3 levels of training.**
1. **Initial training: The successful bidder must provide on-site training on the use of the bidder's service/system for up to 20 administrators per class for a total of 7 classes. This training must be completed within 5 weeks of contract award or at end of existing contract, whichever is later. Training facilities with computers will be provided by the State in or near Charleston, WV. Training materials will become the property of the state to copy at will for additional users.**

&

  2. **Update training: The successful bidder must provide training when updates or changes are made to the system, if those changes mandate new ways to operate the systems. This training can be provided via web training or CD.**

&

  3. **New User training. The successful bidder must provide a way for later added users to obtain Initial training, such as web training or via a training CD.**

### ***Everbridge Training***

Just having access to an emergency notification system isn't enough. Everbridge must know how to use the system effectively before you can protect your employees and realize a return on your investment. Everbridge provides initial training as part of the implementation process. We offer your choice of Web-based training or an intensive, two-day, on-site training session. During your training, Everbridge will provide all the information you need to use and maintain Everbridge Aware.

### ***Web-Based Training***

Training sessions typically last 4–6 hours. Topics covered include initiation and management of all notification types (Polling, Conference, Quota, Call-In). Everbridge will also train Everbridge on all functions of scenarios, including creating, sending, and managing messages. Administrators are trained on all administrative functions including:

- Member roles
- Adding/deleting/managing members
- Creation and management of groups and subgroups
- All reporting functions

### **Training Model**

Our training model is to “train the trainer” with the goal of teaching key users how to fully utilize and manipulate the system. As such, all trainees must demonstrate a comprehensive understanding of system operation and capabilities before Everbridge Client Care considers training complete.

## Ongoing Training

We aren't successful if you aren't successful. That's why training does not stop after implementation. Keeping your skills sharp will enhance your ability to use the system effectively. As an Everbridge client, you may participate in on-demand training sessions offered through our Client Self-Service Portal. These free, Web-based training sessions are available at your convenience—24x7x365. Simply log in at the Self-Service Portal and choose from topics such as:

- Aware Administration
- Aware User
- SmartGIS – Part 1 – Who
- SmartGIS – Part 2 – What and How
- Member Upload via an Upload File
- Scenario Manager
- Ad Hoc Reports
- Basic Admin/User Overview

As noted, there is no charge for these training sessions, and you can participate in however many you like as many times as you desire.

While our Web-based training is comprehensive, some clients prefer additional training for their own purposes. To meet this request, we offer a two-day training session on-site at the client's location.

## ***On-Site Training (Optional)***

Developing and executing an effective incident notification strategy involves four critical components: people, process, message, and technology. Most providers stop at technical training without factoring in the psychology of communications and the importance of message content. We go several steps further. Our two-day on-site training program gives you the tools and training you need to integrate notification into your incident response plan and ensure a successful, comprehensive strategy you can rely on.

## **Training on People, Process, Message, and Technology**

The two-day training program delves into topics aligning with Everbridge's Four Components of Incident Notification Model™, the four critical components of incident notification to ensure our clients gain a comprehensive understanding of the many facets of notification and learn how to maximize the effectiveness of the Everbridge system. This training includes 4 main modules.

### *Module 1: People*

- **Presence** (internal and external audiences)—How to roll out your program internally to employees and to external audiences, such as students, citizens, and the public
- **Certification** (internal audiences)—Building expertise and improving your skills, best practices for drilling, the Chandler Method of Crisis Communications™, and how to apply for continuing education units (CEUs)/continuing education activity points.
- **Online resources** (internal audiences)—Accessing Everbridge’s knowledgebase, training documents, online help files, and more

### *Module 2: Process*

- **Protocol**—Adjusting policies to address when to activate your notification plan, who has authority, and in which situations. Reviewing and updating procedures concerning information source and credibility, level of response, notification up the chain of command, and monitoring

### *Module 3: Message*

- **Methodology**—Writing effective messages that evoke the desired reaction. Understanding how to address differences in messaging needs at each stage of an incident

### *Module 4: Technology*

- **Execution**—Learning how to use the Everbridge system, evaluating delivery decisions and incident scenarios, and continually improving skills

## **Advantages of On-Site Learning**

Our training philosophy is to make each and every training experience both educational and enjoyable. Each session focuses on product demonstrations based on real-life examples of system usage and drills down into product fundamentals and their associated options.

### *Hands-On Learning*

To learn how a notification system works and build proficiency with it, there is no substitute for actually using the system as part of training as opposed to watching a demonstration from your computer.

### *On-Site Everbridge Trainer*

An expert Everbridge trainer provides personalized, hands-on training for you and your team. Our training professionals also address your individual questions and lead discussions on best practices.



### *Customized Training*

As a complement to the Everbridge training model, we customize the learning experience to meet Everbridge's specific needs.

### *Skills and Confidence*

Clients who take advantage of on-site training typically gain more skills, knowledge, and confidence with the Everbridge system and feel better prepared to use it in any situation.

### **Continued Learning**

While our on-site training programs kick-start your incident notification strategy and deliver quick, effective results, our Web-based training sessions are an excellent way to refresh and enhance your knowledge of the system. We accommodate all schedules by offering multiple training Webinars monthly—varying from 30 to 90 minutes in length—at no cost to clients as refresher courses for seasoned users or as comprehensive introductory sessions for new users.

### **3. *EVERBRIDGE PRICING***

Please see the following cost sheets for the price quote for implementing Everbridge Aware with the Center for Threat Preparedness.

RFQ Addendum for Notification System

Cost Sheet Year 1

Deliverable				Total Cost for Deliverable
<p><b>Deliverable 1</b> Vendor will meet with CTP to setup implementation strategy. This portion of the deliverable can be accomplished by a telephone conference call or "web ex" type presentation. Vendor will then meet with Notification System Workgroup (State-developed) to initiate implementation process. This meeting must be conducted in Charleston, WV with CTP staff.</p>				\$1750
<p><b>Deliverable 2</b> Vendor will develop/implement State and Local Health components of Notification System. This will include development of capacity to push messages/information to State and Local Health-developed call groups as well as internal and overall message management capability.</p>				\$1000
<p><b>Deliverable 3</b> Vendor will complete data transfer (call groups) from incumbent system - OR - complete building and import of new State and LHD call groups into Notification System.</p>				\$1000
<p><b>Deliverable 4</b> Vendor will develop initial training curriculum/delivery mechanism for all users as described above in this document in Section 3, Part L of RFQ.</p>				No Charge

Deliverable 5	Vendor will complete initial user training for State and LHDs as described above in this document in Section 3, Part E of RFP	\$15,000 <small>*Based on consecutive days for a 30-day period</small>				
Deliverable 6	Vendor will complete "dry run" performance tests and correct any residual issues. This will be executed and evaluated on site in Charleston, WV. System will be initialized and placed in-service. This will require vendor presence in Charleston, WV.	\$1750				
Deliverable 7	Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required. Please provide a monthly and total yearly (11 month) cost for this deliverable after the initiation date up to the end of the contract period. The first 5 weeks are development costs and not included in this amount.	<table border="1"> <thead> <tr> <th>Per Month cost</th> <th>Yearly Total (Per month cost x 11)</th> </tr> </thead> <tbody> <tr> <td>\$2250</td> <td>\$24750</td> </tr> </tbody> </table> <small>*Based on up to 7,500 loaded into system</small>	Per Month cost	Yearly Total (Per month cost x 11)	\$2250	\$24750
Per Month cost	Yearly Total (Per month cost x 11)					
\$2250	\$24750					
Deliverable 8	Technical assistance will be performed as needed upon contact by State or Local staff. Please provide a monthly and total cost for this deliverable after the initiation date up to the end of the contract period, assuming 15 hours of support per month. The first 5 weeks are development costs and not included in this amount. (ex. \$cost/month x 1 mos = yearly total)	<table border="1"> <thead> <tr> <th>Per Month cost</th> <th>Yearly Total (Per month cost x 11)</th> </tr> </thead> <tbody> <tr> <td>No Charge included.</td> <td></td> </tr> </tbody> </table>	Per Month cost	Yearly Total (Per month cost x 11)	No Charge included.	
Per Month cost	Yearly Total (Per month cost x 11)					
No Charge included.						
<b>TOTAL COST - Year 1</b>		<b>\$45,250</b>				

days

RFQ Addendum for Notification System

Cost Sheet -- Year 2

Deliverable			Total Cost for Deliverable
<p><b>Deliverable 1</b> Vendor will provide user update training for State and LHDs as described above in this document in Section 3, Part I of RFQ. Vendor will provide training via 2 "web ex" presentations or one reproducible DVD</p>			no charge
<p><b>Deliverable 2</b> Vendor will provide new user training for State and LHDs as described above in this document in Section 3, Part I of RFQ. Vendor will provide training via 2 "web ex" presentations or one reproducible DVD</p>			no charge
<p><b>Deliverable 3</b> Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required. Please provide a monthly and yearly total cost for this deliverable</p>			<p>Per Month cost \$2250</p> <p>Yearly Total (Per month cost x 12) \$27000</p>
<p><b>Deliverable 4</b> Technical assistance will be performed as needed upon contact by State or Local staff. Please provide a monthly and total cost for this deliverable, after the initiation date up to the end of the contract period, assuming 10 hours of support per month. (ex. \$ cost/month x 12 months = yearly total)</p>			<p>Per Month cost no charge</p> <p>Yearly Total (Per month cost x 12) no charge</p>



TOTAL COST - Year 2	\$27000
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RFQ Addendum for Notification System

Cost Sheet - Year 3

Deliverable	Total Cost for Deliverable				
<b>Deliverable 1</b> Vendor will provide user update training for State and LHDs as described above in this document in Section 3, Part I of RFQ. Vendor will provide training via 2 "web.ex" presentations or one reproducible DVD.	no charge				
<b>Deliverable 2</b> Vendor will provide new user training for State and LHDs as described above in this document in Section 3, Part I of RFQ. Vendor will provide training via 2 "web.ex" presentations or one reproducible DVD.	no charge				
<b>Deliverable 3</b> Vendor will maintain system in "ready" state, constantly monitoring for any operational integrity and prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required. Please provide a monthly and total cost for this deliverable.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Per Month cost</th> <th style="text-align: center;">Yearly Total (Per month cost x 12)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$2250</td> <td style="text-align: center;">\$27000</td> </tr> </tbody> </table>	Per Month cost	Yearly Total (Per month cost x 12)	\$2250	\$27000
Per Month cost	Yearly Total (Per month cost x 12)				
\$2250	\$27000				

Deliverable 4	Technical assistance will be performed as needed upon contact by State or Local staff. Please provide a monthly and total cost for this deliverable, after the initiation date up to the end of the contract period, assuming 5 hours of support per month. (ex: \$ cost/month x 12 mos = yearly total)	Per Month cost	Yearly Total (Per month cost x 12)
<b>TOTAL COST – Year 3</b>		\$27000	
<b>Grand Total – Year 1 + 2 + 3</b>			\$99250

## **4. REFERENCES**

Everbridge is providing three references where they have mass notification solutions for existing customers with similar project scopes to the requirements set out by the Center for Threat Preparedness.

### **State of Connecticut**

Stephen Verbil  
System Administrator - OSET Emergency Telecommunications Manager  
State of Connecticut, Dept. of Public Safety  
(860) 685-8127  
stephen.verbil@po.state.ct.us  
(860) 685-8363 Fax

Stephen has been the primary management contact from initial project outline, vendor selection and project implementation.

### **Implementation of Statewide Emergency Notification System**

112 Unique Organizations comprised of multiple state agencies (State Police, DEMHS, Department of Health, Emergency Operations, etc.) as well as 118 unique PSAP instances.

In the case of Connecticut the implementation also included a GIS component incorporating 1,700,000 unique households on a single map.

This implementation is without a doubt one of the most sophisticated ever undertaken in the Emergency Notification space. Following is the timeline:

- Everbridge received a Purchase Order on July 17<sup>th</sup>, 2009, kick-off meeting scheduled within the week
- Request by State of Connecticut that initial rollout of all citizens and state structure of up to 130 unique organizations be completed within the next 30 days in anticipation of possible pandemic or severe hurricane season
  - ⇒ Project officially began 8-1-09
  - ⇒ First phase of project delivered 8-22-09 (11 days early)
  - ⇒ Complete geo-code and upload of 1,458,276 initial citizen records
  - ⇒ 132 Organizations identified, 112 completed and ready for use
  - ⇒ 10 System Administrators trained and ready to launch notifications
- As of today, over 300 users have been trained in a comprehensive two-day training session covering in-depth study and application of message methodology, message mapping, and system use
- 10 official tests conducted for auditing purposes



- General access granted to trained users—system in daily use by state agencies
- Ongoing statewide policy meetings being conducted—group comprised of 30 state emergency management leaders (Police, Fire, Health, Legal, EM), Everbridge has been given a seat on the policy group

The project at this point is considered delivered. There are a few remaining users to be trained, and Everbridge is conducting twice monthly on-site training workshops for the next 6 months and then will continue providing the workshops on a quarterly basis.

The original project budget was \$1,400,000 first year. The final project budget at completion of delivery is \$1,400,000. The project was delivered on budget and on time.

## **State of Maryland – Department of Mental Health and Hygiene**

(Maryland Health Alert Network)

### **Harrison Smith**

IT QA Specialist Supervisor  
Department of Health and Mental Hygiene  
201 West Preston St.  
Baltimore, MD 21201  
(410) 767-5320  
(410) 333-5941 Fax  
hsmith@dhmh.state.md.us

Harrison works with a team at DHMH which is using an extensive API (Web Services) use case of Everbridge. Everbridge is being used to upgrade from a legacy system and will be used for PHIN compliance (Both Direct and Cascade Alerting).

## **Sutter Health**

(35,000+ members across 40+ unique healthcare installations)

### **Sara Obeidat**

Project Manager  
(916) 286-8549  
obeidas@sutterhealth.org

Sara represents a wonderful point of reference from a multi-pronged mentality. Sara was initially tasked with evaluating emergency notification solutions for an enterprise roll-out spanning over 30 hospitals and 35,000 employees. After an exhaustive selection process, Sutter Health was so impressed with their findings on Everbridge's robust feature-rich solution that they determined Everbridge to be a preferred vendor system-wide. This designation followed with a pre-payment in excess of seven figures for future service years yet to be delivered.



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 BPH11103

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 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Everbridge  
 505 N. Brand Blvd., Suite 700  
 Glendale, CA 91203

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BPH - THREAT PREPAREDNESS  
 505 CAPITOL STREET, SUITE 200  
 CHARLESTON, WV  
 25301 304-558-1218

DATE PRINTED 02/09/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 03/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CMT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	YR		205-60		
<p>TO PROVIDE EMERGENCY NOTIFICATION SERVICES</p> <p>THE WV DEPT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR PUBLIC HEALTH, CENTER FOR THREAT PREPAREDNESS (CTP) IS SEEKING VENDOR QUOTATIONS FOR CONTRACTING OF A MANAGED SERVICE TO PROVIDE AUTOMATED NOTIFICATIONS OF PUBLIC HEALTH AND MEDICAL EMERGENCY CALLOUTS AND OTHER CRITICAL INFORMATION TO MEMBERS OF VARIOUS EMERGENCY AND HEALTH PREPAREDNESS RESPONSE TEAMS AND PUBLIC HEALTH PARTNERS THROUGHOUT THE STATE, PER THE ATTACHED SPECIFICATIONS. THE CONTRACTOR MUST PROVIDE AN AUTOMATED NOTIFICATION SERVICE AND PRICING FOR THE SERVICES PROVIDED.</p> <p>TERM OF THE CONTRACT SHALL BE UPON AWARD AND CONTINUE FOR A PERIOD OF ONE YEAR, WITH THE OPTION OF TWO (2), ONE (1) YEAR PERIODS.</p> <p>SEE ATTACHED SPECIFICATIONS</p> <p>SUCCESSFUL VENDOR MUST SIGN THE ATTACHED NO DEBT AFFIDAVIT PRIOR TO AWARD. ALL VENDORS SHOULD SIGN AND INCLUDE THE FORM WITH THEIR BID.</p> <p>SUCCESSFUL VENDOR SHOULD SIGN THE ATTACHED WV-96 FORM. THE WV-96 SIGNATURE DATE MUST BE THE SAME OR LATER THAN THE BID DOCUMENT SIGNATURE DATE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 818-230-9700	DATE 3/7/2011
---------------------------------	---------------------------	------------------

TITLE VP-Finance	SIN 262919312	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED "VENDOR"

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

---

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 BPH11103

PAGE  
 2

ADDRESS/COMPANY NAME TO ATTENTION OF  
 ROBERTA WAGNER  
 304-558-0067

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Everbridge  
 505 N. Brand Blvd., Suite 700  
 Glendale, CA 91203

HEALTH AND HUMAN RESOURCES  
 BPH - THREAT PREPAREDNESS  
 505 CAPITOL STREET, SUITE 200  
 CHARLESTON, WV  
 25301 304-558-1218

DATE PRINTED 02/09/2011	TERMS OF SALE	SHIP W/	FOB	FREIGHT TERMS
BID OPENING DATE: 03/10/2011		BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	UNIT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SUCCESSFUL VENDOR MUST PROVIDE ANY REQUIRED SOFTWARE LICENSE AGREEMENT(S) OR SIGN THE ATTACHED "NO OTHER TERMS" FORM PRIOR TO AWARD. ALL VENDORS SHOULD INCLUDE THE AGREEMENT(S) OR SIGNED FORM WITH THEIR BID.</p> <p>ANY QUESTIONS REGARDING TECHNICAL SPECIFICATIONS MUST BE SUBMITTED IN WRITING TO THE ATTENTION OF:            ROBERTA WAGNER, CFPB            PURCHASING DIVISION,            2019 WASHINGTON ST., EAST            CHARLESTON, WV 25305 OR FAX YOUR QUESTIONS TO:            304-558-4115 OR EMAIL THEM TO: ROBERTA.A.WAGNER@WV.GOV.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 818-230-9700	DATE 3/7/2011
TITLE VP-Finance	FEN 262919312	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 BPH11103

PAGE  
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 304-558-0067

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Everbridge  
 505 N. Brand Blvd., Suite 700  
 Glendale, CA 91203

HEALTH AND HUMAN RESOURCES  
 BPH - THREAT PREPAREDNESS  
 505 CAPITOL STREET, SUITE 200  
 CHARLESTON, WV  
 25301 304-558-1218

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FLIGHT TERMS
03/09/2011				

BID OPENING DATE: 03/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.

THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.

REV. 04/11/2001

2019 WASHINGTON STREET, EAST  
 CHARLESTON, WV 25311

FAX: 304-558-4115  
 E-MAIL: ROBERTA.A.WAGNER@WV.GOV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	818-230-9700	3/7/2011

TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
VP-Finance	262919312	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

RFP NUMBER  
**BPH11103**

PAGE  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER**  
**304-558-0067**

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
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HEALTH AND HUMAN RESOURCES  
 EPH - THREAT PREPAREDNESS  
 505 CAPITOL STREET, SUITE 200  
 CHARLESTON, WV  
 25301 304-558-1218

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/09/2011				

BID OPENING DATE: **03/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOE	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 818-230-9700 DATE 3/7/2011

TITLE VP-Finance FBN 262919312 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'





RFQ No. 2PH1103

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Everbridge

Authorized Signature:  Date: 3/7/2011

State of California

County of Los Angeles, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

AFFIX SEAL HERE

NOTARY PUBLIC See attached



# Jurat

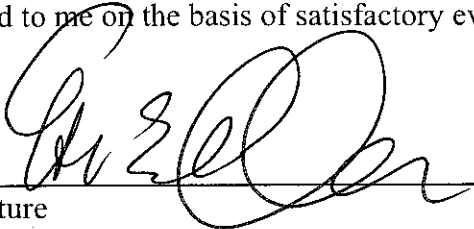
State of California

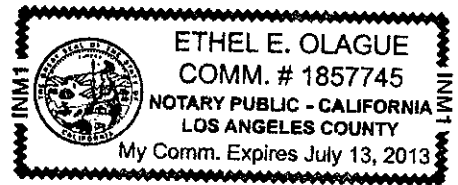
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 7<sup>th</sup> day of March,

20 11 by Marie-Laure Leglise,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
Signature \_\_\_\_\_ (Notary seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any Jurat completed in California must contain verbiage that indicates the notary public either personally knew the document signer (affiant) or that the identity was satisfactorily proven to the notary with acceptable identification in accordance with California notary law. Any jurat completed in California which does not have such verbiage must have add the wording either with a jurat stamp or with a jurat form which does include proper wording. There are no exceptions to this law for any jurat performed in California. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

Rev. 09/08

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:  
 \_\_\_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 \_\_\_\_\_ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 \_\_\_\_\_ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:  
 \_\_\_\_\_ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked:  
 \_\_\_\_\_ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked:  
 \_\_\_\_\_ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
 \_\_\_\_\_ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
 \_\_\_\_\_ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Everbridge Signed:   
 Date: 3/7/2011 Title: VP-Finance

\*Check any combination of preference consideration(s) indicated in box which you are entitled to receive.

ATTACHMENT  
P.O.# TPH11103

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed  
*[Signature]* 3/7/2011  
Signature Date

VP-Finance  
Title  
Everbridge  
Company Name

\_\_\_\_\_  
Signature Date  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Agency/Division

WV-96  
REV. 1007

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. DISPUTES - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. HOLD HARMLESS - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. TAXES - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. PAYMENT - Any references to prepayment are deleted. Payment will be in arrears.
6. INTEREST - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. RECOUPMENT - Any language in the agreement waiving the Agency's right to set-off, counterclaims, recoupment, or other defense is hereby deleted.
8. FISCAL YEAR FUNDING - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. STATUTE OF LIMITATION - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. SIMILAR SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. ATTORNEY FEES - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. ASSIGNMENT - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. LIMITATION OF LIABILITY - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. RIGHT TO TERMINATE - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. TERMINATION CHARGES - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. RENEWAL - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. INSURANCE - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. RIGHT TO NOTICE - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. ACCELERATION - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. CONFIDENTIALITY - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. AMENDMENTS - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VENDOR

Company Name: Everbridge

Signed:  \_\_\_\_\_

Title: VP-Finance

Date: 818-230-9700



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

REQ NUMBER: BPH11103

PAGE: 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 ROBERTA WAGNER  
 304-558-0067

RFQ COPY  
 TYPE NAME/ADDRESS HERE

HEALTH AND HUMAN RESOURCES  
 BPH - THREAT PREPAREDNESS  
 505 CAPITOL STREET, SUITE 200  
 CHARLESTON, WV  
 25301 304-558-1218

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/28/2011				

BID OPENING DATE: 03/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: BPH11103						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1 ... <input checked="" type="checkbox"/> ...						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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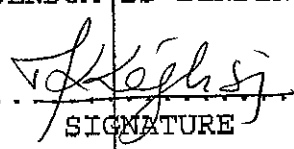
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LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">             .....            SIGNATURE            Everbridge            .....            COMPANY            3/7/2011            .....            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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# Request for Quotation

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**BPH11103**

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LINE	QUANTITY	UOP	GAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	YR		205-60		
TO PROVIDE EMERGENCY NOTIFICATION SERVICES						
***** THIS IS THE END OF RFQ BPH11103 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

## **6. EVERBRIDGE SERVICE AGREEMENT**

Please see the terms and conditions of our standard Service Agreement. Everbridge will comply with the terms provided by the Center for Threat Preparedness, but if possible, we would like to add the non-conflicting terms of our Service Agreement to the agreement for service with if we are selected.



**Everbridge, Inc.  
Service Agreement**

This Service Agreement ("Agreement") is entered into by and between Everbridge Inc. ("Everbridge"), and \_\_\_\_\_ ("Customer"), on \_\_\_\_\_, 2010 (the "Effective Date"). Everbridge and Customer are each hereinafter sometimes referred to as a "Party" and collectively, the "Parties."

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING THE USE OF EVERBRIDGE'S SERVICE:

**1. DEFINITIONS.** As used herein, the following terms shall have the meanings ascribed to them as set forth below:

"Everbridge Technology" includes, without limitation, the Software, all proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer through the Service or otherwise in connection with this Agreement. "Applicable Law" means any domestic or foreign law (statutory, common, or otherwise), order, writ, injunction, decree, award, stipulation, ordinance or administrative doctrine, ordinance, equitable principle, code, rule, regulation, executive order, request, or other similar authority enacted, adopted, promulgated, or applied by any Governmental Body, each as amended including, without limitation, the Telephone Consumer Privacy Act (TCPA, 47 USC Section 227) and implementing Federal Communications Rules (47 CFR 64.1200), the CAN-SPAM Act (15 USC Section 7701 et seq.) and the FCC's implementing rules (47 CFR Section 64.3100, with respect to communications to wireless devices) (47 CFR 64.3100), and the Federal Trade Commission's implementing rules (16 CFR Section 316.3, with respect to communications to computers). "AUP" means the Acceptable Use Policy of Everbridge, available at <http://www.everbridge.com/aup>, as may be amended from time to time to time. "Customer Data" means the names and contact paths for Members, and any and all electronic data provided by Customer to Everbridge in connection with the use of the Service. "Governmental Body" means any legislature, agency, bureau, branch, department, division, commission, court, tribunal, magistrate, justice, multi-national organization, quasi-governmental body, or other similar recognized organization or body of any federal, state, county, municipal, local, or foreign government or other similar recognized organization or body exercising similar powers or authority. "Intellectual Property Rights" means patented or unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"Member" or "Members" shall mean Customer's employees, agents, representatives, clients, customers, subscribers, members and/or other persons or entities whom Customer may wish to contact using the Service, provided, however, that each Member Record, if more than one for any Member, shall be deemed to represent a separate Member for all purposes hereunder. "Member Record" includes, without limitation, the Customer Data for a Member. "Quote" means the description of Services purchased by Customer, subject to the terms and conditions hereof, which is attached hereto as Exhibit A and incorporated herein by this reference. "Software" means the computer source code and object code, including, without limitation, the software, provided or used by Everbridge in connection with the Service provided hereunder. "Users" means Members, Customer's employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by Everbridge at Customer's request).

**2. SERVICE.** Subject to the provisions of this Agreement, Everbridge shall provide Customer access to the service utilizing the Software, applications and services that comprise the Everbridge Mass Notification System, an automated system for delivery of messages to multiple Members via multiple communication paths, and for processing responses thereto, as set forth in the Quote (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including any new Service, will be subject to the provisions of this Agreement. Everbridge shall make the Service available to Customer pursuant to the terms and conditions set forth in this Agreement. Customer agrees that its purchase of the Service is not contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public comments made by Everbridge with respect to future functionality or features.

**3. USE OF THE SERVICE.**

**3.1 Everbridge Responsibilities.** Everbridge shall: (i) in addition to its confidentiality obligations pursuant to Section 10, not use, edit or disclose to any party other than Customer, the Customer Data, unless otherwise required by a Governmental Body; (ii) use commercially reasonable efforts to provide the Service herein contemplated; (iii) use commercially reasonable efforts to provide support for the Service, except for: (a) planned downtime as therein set forth or (b) unavailability caused by circumstances beyond Everbridge's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems, and network intrusions or denial of service attacks, in each case, which are not within Everbridge's possession or reasonable control.

**3.2 Customer Responsibilities.**

(a) Customer is responsible for all activities that occur under Customer's account. Customer shall: (i) provide Everbridge with the Customer Data for Members that Customer and Customer's authorized users want to communicate with using the Service; (ii) provide Everbridge with this Customer Data in a form and format specified by Everbridge, if so required; (iii) have sole and exclusive responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (iv) maintain a copy of all Customer Data it provides to Everbridge; (v) designate certain Users to access and use the Service on Customer's behalf; (vi) ensure that Users shall at all times use the Service in accordance and in compliance with this Agreement, and the AUP, as each may be updated periodically by Everbridge; (vii) prevent unauthorized access to, or use of, the Service, and notify Everbridge promptly of any such unauthorized use and, notwithstanding anything to the contrary in this Agreement, Everbridge shall have no liability for any losses, damages, claims, suits or other actions arising out of or in connection with such unauthorized or improper use of the Service by Customer, Users or Members; and (viii) comply with all Applicable Laws; (ix) cause such number of its employees, as determined by Customer, to undergo initial setup and training, as set forth in the Quote; (x) not cause any disturbances, outages or take any other actions that may adversely affect the Service; and (xi) be responsible for, and/or its Users shall be responsible for, payment of any service fees, text messaging fees, and any other third party fees or expenses, associated or incurred in connection with, the access or use of the Service by Customer and/or its Users. Customer acknowledges that it is solely responsible for the content of any information that it makes available through the Service and that Everbridge will not, except as otherwise expressly herein set forth, monitor Customer or Customer's use of the Service to examine the content passing through it. Notwithstanding anything to the contrary in this Agreement, in no event shall Everbridge be liable to Customer, a Member or any other third party for any failure on the part of Customer to fulfill its responsibilities pursuant to this Section 3.2 and Everbridge expressly disclaims any liability arising therefrom.

(b) Customer agrees to: (i) provide true, accurate, current, up-to-date and complete Customer Data and information about itself; and (ii) maintain and promptly update the Customer Data to keep it true, accurate, current and complete, the failure of which shall not impose or create any liability or obligation on the part of Everbridge. If Customer authorizes Everbridge to do so, Customer's Members will be allowed access to their personal Customer Data to make modifications or changes thereto. If Customer or any Member provides any information that is untrue, inaccurate, not current or incomplete, Customer understands, acknowledges and agrees that any notifications sent utilizing the Service may not reach the intended Member.

(c) Customer may designate up to the number of Users permitted under its account, which corresponds to the level of Service purchased by Customer as set forth in the Quote. Customer shall be responsible for the confidentiality and use of its Users' identifications and passwords. Customer shall be responsible for all electronic communications (including maintenance of Customer Data) and the sending of messages to Members ("Electronic Communications") entered through or under a User's identification and/or password(s). Everbridge will act as though any Electronic Communications sent by Customer shall comply with Applicable Law, and shall have been sent by an authorized User, and shall be permitted to rely thereon for all purposes. Customer agrees to immediately notify Everbridge if it becomes aware of any loss or theft of a User's identification and/or password(s) or any unauthorized use of the Service and/or identification and/or password(s) used in connection therewith.

**4. Use Guidelines.** Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; or (ii) use the Service in violation of the AUP or Applicable Law.

**5. TERM.** This Agreement will commence on the Effective Date and will continue in force for three (3) years (the "Initial Term"). Subject to the provisions of this Section 5, unless terminated in writing not less than 60 days prior to the expiration of the then current Term, or extended by written agreement signed by both Parties, this Agreement shall automatically renew for additional successive one-year terms (each a "Renewal Term" and, together with the Initial Term, collectively hereinafter referred to as the "Term") and continue to renew until terminated by either Party pursuant to this Section 5 or in accordance with the provisions of Section 6.

**6. TERMINATION; SUSPENSION.**

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

second written notice to the breaching Party indicating the non-breaching Party's election to terminate this Agreement.

**6.2 Termination, Suspension by Everbridge.** In the event Customer fails to pay any fees or charges within thirty (30) days of the due date, Everbridge may terminate this Agreement and/or the Service, at Everbridge' sole discretion. Termination for non-payment shall not relieve Customer' of its responsibilities under this Agreement including, but not limited to, its obligation to pay the fees accruing under or with respect to this Agreement for periods prior to or following such termination. In furtherance of, and not in limitation of the foregoing, Everbridge may, at its option, suspend the Service or terminate this Agreement, effective upon notice, should Customer's or a User's use of the Service (i) violate the provisions of Section 3.2 hereof, or (ii) in the event Customer fails to pay any fees or charges when due. In the event of a suspension of the Service, Customer's account shall not be reactivated until such time as Customer shall be in compliance with the AUP, Section 3.2 and/or shall have paid all past due amounts, as the case may be, plus Customer shall have paid a reconnection fee of \$1,000.

**7. PRICING.** As consideration for the Service, and subject to the other terms of this Agreement, Customer shall pay the fees set forth in the Quote ("Pricing"). Fees for professional services, if applicable, shall be set forth in a SOW. Notwithstanding anything to the contrary in Section 5 or elsewhere in this Agreement, the Pricing shall be automatically increased by five percent (5%) for the first Renewal Term following the Initial Term, and for each successive Renewal Term thereafter.

**8. PAYMENT TERMS; TAXES.**

**8.1 Payment.** Unless otherwise set forth in Exhibit A, Everbridge shall invoice Customer in advance for the Initial Term and annually in advance for any Renewal Term. All payments, including, without limitation, fees for professional services, shall be made within thirty (30) days from the date of invoice. If any fee is not paid within thirty (30) days after it is due, in addition to any other rights and remedies that Everbridge may have hereunder (including, without limitation, pursuant to Section 6.2), Everbridge reserves the right to charge interest at a rate of one and one-half percent (1½%) per month or the highest rate allowed by Applicable Law, whichever is lower.

**8.2 Taxes.** Unless otherwise provided for in Exhibit A, or in a SOW, as the case may be, Everbridge's Pricing and fees for professional services do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes assessed on Everbridge's income. If Everbridge has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Everbridge with a valid tax exemption certificate authorized by the appropriate taxing authority.

**9. PROPRIETARY RIGHTS.**

**9.1 Grant of License.** Everbridge hereby grants to Customer, during the Term, a non-exclusive, non-transferable right to use the Service, solely for Customer's own internal business purposes, subject to the terms and conditions of this Agreement. Upon suspension of the Service as herein contemplated, or upon termination of this Agreement for any reason, all licensed rights granted to Customer pursuant to this Agreement shall terminate immediately, and Customer shall promptly discontinue all further use of the Service.

**9.2 Restrictions.** Customer will not: (i) copy, modify, port, adapt, translate, localize, reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Software, the Service or any portion thereof for any purposes, including, without limitation, to (x) build a competitive product or service; (y) build a product using similar ideas, features, functions or graphics of the Service; or (z) copy any ideas, features, functions or graphics of the Service; (ii) create derivative works based on the Software, the Service or any portion thereof or merge any of the foregoing with any third party software or services; (iii) remove, obscure or alter any proprietary notices or labels on the Software, or any portion of the Service; (iv) transfer, lease, assign, sublicense, pledge, rent, share, distribute or allow any lien or encumbrance to be placed on the Service or Software or any portions thereof; (v) disclose the results of any performance, functional or other evaluation or benchmarking of the Software or Service; provided, however, Customer may distribute the reports and other data generated by the Service (excluding any Everbridge intellectual property or confidential information included therein); (vi) use the Software, the Service or any portion thereof to provide services to any third party or for the benefit of any third party, including, without limitation, any entity or individual that markets, distributes or provides notification software or services; (vii) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (viii) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Software; or (ix) permit access to the Software, the Service or any portion thereof by any third party other than Customer's Users who (a) are bound by the terms of a written agreement with Customer which will protect Everbridge and its Intellectual Property Rights in a manner no less protective as the terms hereof and

(b) use the Software and the Service solely for the benefit of Customer (each a "Permitted Contractor"). Customer shall be liable to Everbridge for any breach of the terms of this Agreement by any of its Permitted Contractors to the same extent that Customer would be liable hereunder had it committed the same breach.

**9.3 Reservation of Rights.** Other than as expressly set forth in this Agreement, no license or other rights in or to the Everbridge Technology or Intellectual Property Rights therein are granted to Customer, and all such licenses and rights are hereby expressly reserved. In furtherance of, and not in limitation of the foregoing, Everbridge owns all rights, title and interest, including any and all related Intellectual Property Rights, in and to Everbridge Technology and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or a User, relating to the Service. Customer acknowledges and agrees that Everbridge will retain all right, title and interest to bench marking data, abstracted derivative data, transactional, performance data and metadata (but not to Customer Data) related to use of the Service or the Software and the Service which Everbridge may aggregate, benchmark and collect in such a way as to not allow identification of Customer or a User (including Software use optimization and product marketing), provided that such use does not reveal the identity of Customer or Users or specific Software use characteristics that may be identified to Customer (collectively, the "Transactional Data"). This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, Everbridge Technology or Intellectual Property Rights owned by Everbridge, provided, however, that as between Everbridge and Customer, all Customer Data that is not Transactional Data shall be owned exclusively by Customer.

**10. CONFIDENTIAL INFORMATION.**

**10.1 Definition; Protection.** As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, 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, including the terms and conditions of this Agreement (including pricing and other terms reflected herein and in all Order Forms hereunder), the Customer Data, the Service, the Everbridge Technology and Intellectual Property Rights therein, business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential information. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 10, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate. In furtherance of, and not in limitation of anything set forth in this Section 10 or elsewhere in this Agreement, the terms and conditions of this Agreement shall be Confidential Information of Everbridge.

**11. WARRANTIES & DISCLAIMERS.**

**11.1 Warranties.** Customer represents and warrants that it has the legal power to enter into this Agreement and shall perform the responsibilities required by it pursuant to Section 3.2. By purchasing the Service, Customer authorizes Everbridge to collect, store and process Customer Data subject to the terms of this Agreement. Customer shall ensure that, during use of the Service, Customer shall have a privacy policy that clearly and conspicuously notifies the Members of the way in which Customer Data shall be used. Customer represents and warrants that the collection, storage and processing of such Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (i) its own policies regarding privacy and protection of user information; and (ii) all Applicable Laws, including those related to processing, storage, use, reuse, disclosure, security, protection and handling of Customer Data.

**11.2 Disclaimer.** Except as expressly provided herein, Everbridge makes no warranty of any kind, whether express, implied, statutory, or otherwise. Everbridge hereby specifically disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted by Applicable Law.

**12. PROFESSIONAL SERVICES.** Everbridge may provide professional services to Customer from time to time. Such professional services shall, unless otherwise expressly therein set forth, be provided in accordance with, and subject to, the provisions hereof and any additional terms related thereto which are set forth in a Statement of Work ("SOW").

13. **INDEMNIFICATION.**

13.1 **By Customer.** Customer shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any claims, suits or proceedings ("Claims") arising as a result of a breach of this Agreement.

13.2 **By Everbridge.** Everbridge shall defend, indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other intellectual property right of a country in which the Service is actually provided to Customer. If the Service is held to infringe and the use enjoined, Everbridge shall have the option, at its own expense, to procure for Customer the right to continue using the Service; or replace same with a noninfringing service; or modify such Service so that it becomes non-infringing. Everbridge shall have no liability for any infringement of patents, copyrights, or other intellectual property rights resulting from Customer content, use of the Service other than as specified in relevant Everbridge documentation, or use of the Service with products or services not supplied by Everbridge. Everbridge's indemnification obligations hereunder shall not apply to the extent that any warranty claim or demand for indemnification arises as a result of or is caused by (i) any unauthorized use, reproduction, or distribution of the Service or Software; (ii) any use of the Service or Software in combination with other products, equipment, software, or data not supplied by Everbridge; (iii) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (iv) any modification of the Service or Software by any person other than Everbridge.

14. **LIMITATION OF LIABILITY.** In no event shall either Party have any liability to the other Party for any loss of use, interruption of business, or any lost profits, loss of use, costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages however caused and, whether in contract, tort or under any other theory of liability, whether or not the party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, however arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to any liability of Everbridge as contemplated by this Agreement.

15. **MISCELLANEOUS.**

15.1 **Non-Solicitation and Non-Interference.** As additional protection Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge. In the event that Customer hires any such employee (whether as an employee or consultant or otherwise engages the services of such employee), Customer shall pay to Everbridge an amount equal to 100% of the total first-year compensation which Customer pays such individual as a fee, salary, or other compensation.

15.2 **Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement, or any rights in respect thereof, or the exercise of or failure to exercise by either Party any rights or any of its elections herein provided, shall in no way be considered to be a waiver of such provisions, terms, rights or elections or in any way to affect the validity of this Agreement. If any of the provisions of this Agreement, or portion thereof, are held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement. In such event, the Parties shall negotiate, in good faith, a substitute, enforceable provision which most nearly affects their original intent in entering into this Agreement, failing which the Parties agree that the governmental body, arbitrator, or mediator making such determination shall have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision shall then be enforceable and shall be enforced.

15.3 **Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, such consent not to be unreasonably withheld.

15.4 **Governing Law; Attorney's Fees.** This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. The state and federal courts located in Los Angeles County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts. Each Party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

15.5 **Notices.** All notices, consents and approvals under this Agreement must be delivered in writing (i) by courier, or (ii) by certified or registered mail, (postage prepaid and return receipt requested), to the other Party at the address

set forth below, and will be effective upon receipt or three business days after being deposited in the mail as required above, whichever occurs sooner. Either Party may change its address by giving notice of the new address to the other Party. Notwithstanding the foregoing, any reports or other deliverables herein set forth or in a Transaction Document may, to the extent practicable, be delivered by Everbridge to Customer by electronic transmission (email) or by facsimile, in addition to the any other means herein provided for. Annual invoices shall be sent to the following Customer's contact and address:

[CUSTOMER ACCOUNT PAYABLE DEPT]  
[ATTENTION]  
[CUSTOMER MAILING OR EMAIL ADDRESS]

15.6 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

15.7 **Entire Agreement.** This Agreement, the Exhibits, agreements and documents referenced herein and therein, and the AUP, (the "Transaction Documents") constitutes the entire agreement between the Parties and supersedes any and all other agreements and understandings between Everbridge and Customer, whether oral or written, with respect to the subject matter hereof. This Agreement and, except as otherwise herein provided for, the Transaction Documents, shall not be modified or amended in any manner except by a writing signed by authorized representatives of both Parties. Nothing contained in a Transaction Document shall, except as otherwise herein provided for, modify any of the express terms or conditions set forth in this Agreement, and if any provision in a Transaction Document conflicts with a provision of this Agreement, such conflict shall be resolved in favor of this Agreement, unless the provision of such Transaction Document expressly provides otherwise.

15.8 **Marketing.** Customer agrees to be referenced as an Everbridge customer in a press release within thirty (30) days of the Effective Date. Expenses related to the creation and distribution of this press release will be borne by Everbridge.

15.9 **Survival.** Sections 1, 3, 4, 5, 6, and Sections 8 through 15 shall survive the expiration or earlier termination of this Agreement.

15.10 **Counterparts.** This Agreement and any Transaction Document may be executed in one or more counterparts, all of which together shall constitute one original document. In lieu of the original, a facsimile transmission or copy of the original shall be as effective and enforceable as the original.

15.11 **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.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be duly executed as of the date set forth above.

**EVERBRIDGE, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:  
505 N. Brand Blvd., Suite 700  
Glendale, CA 91203

**[NAME OF CUSTOMER]**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

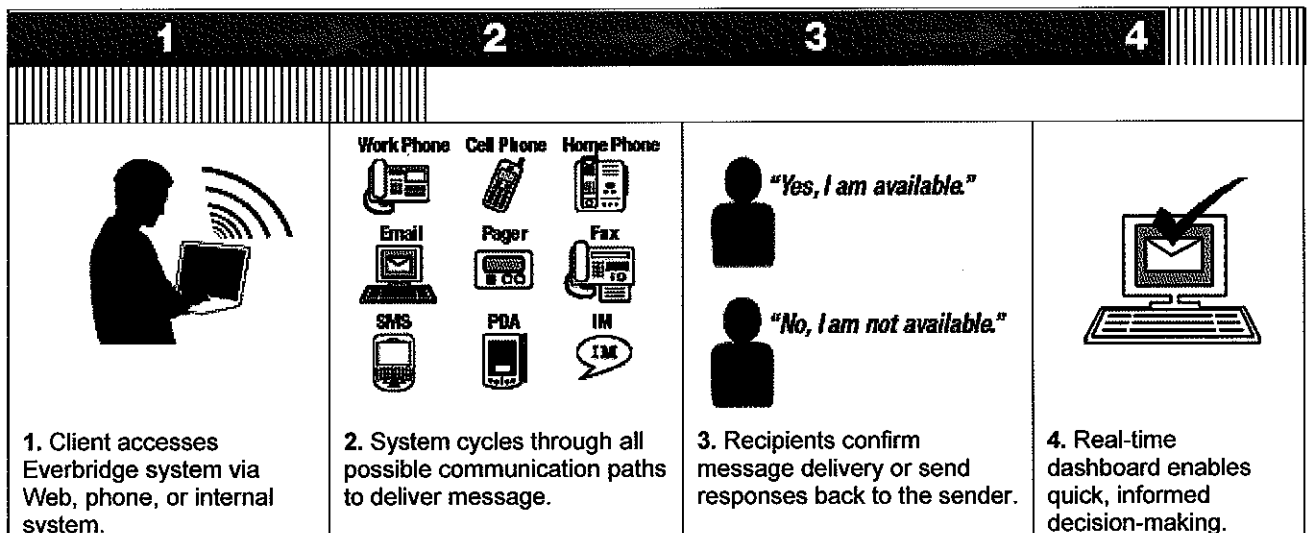
Address: \_\_\_\_\_  
\_\_\_\_\_

## APPENDIX - EVERBRIDGE SYSTEM OVERVIEW

### The Everbridge Approach

The Everbridge emergency notification system is designed to help companies respond more quickly to emergency situations to keep employees and others safe and secure while minimizing impact to the bottom line. The system is also applicable to many routine operational uses, enabling organizations to achieve cost savings on a broader scale.

The Everbridge emergency notification system is easy to use and implement requiring no hardware or software to install or maintain. Everbridge manages the system, continually upgrading all computer hardware, software, and communications lines. The Everbridge system can be scaled readily to match Center for Threat Preparedness's needs and implemented in a timely fashion, according to Center for Threat Preparedness's business requirements and schedule.



Center for Threat Preparedness can access the Everbridge emergency notification system online using any Internet-capable computer or via telephone to connect to Everbridge's automated attendant (Interactive Voice Response) or a live Everbridge operator. The Everbridge system can send emergency and standard notifications to multiple devices and technologies at one time:

- Phones (land line, mobile, and satellite)
- E-mail
- PDAs
- BlackBerry® and similar devices
- Native SMS (text messaging)
- Instant Messenger
- Pager (one-way and two-way)
- Fax

The Everbridge emergency notification system is designed to be extremely easy to use, even for non-technical users. In usability tests of the system, untrained users who have seen the system only one time are able to send a message in just over one minute.

## System Features

The Everbridge emergency notification system is highly flexible and customizable; a set-up tailored to Center for Threat Preparedness's needs can be implemented very quickly and with no impact to your organization. Customization begins at the administrative level during implementation when Center for Threat Preparedness defines the system features available to users at each level.

System users also have the ability to customize message creation and delivery on-the-fly to handle unexpected or unplanned communication needs easily and efficiently.

### **Multiple ways to send notifications**

Everbridge Aware provides multiple methods for creating messages:

- **Self-service via the Internet**

Users may create a message in one of several ways:

- ⇒ Record a new message via phone or with a microphone connected to the PC
- ⇒ Type a text message into the system. The text message can be automatically converted to a voice message or a voice message can be recorded in addition
- ⇒ Select a pre-recorded text and/or voice message
- ⇒ Upload a .WAV file from your computer

- **Self-service via our optional MobiLaunch feature**

Users can *launch and manage* messages directly from their cell phone, BlackBerry, iPhone, Palm smartphone, or other Web-enabled wireless devices. (MobiLaunch is described in the Optional Messaging Features section of this proposal.)

- **Self-service via our optional QuickLaunch feature**

Users can launch notifications quickly from a single screen with our easy One-Step Send™ process. QuickLaunch allows you to focus on sending messages without the distraction of administrative functions. (QuickLaunch is described in the Optional Messaging Features section of this proposal.)

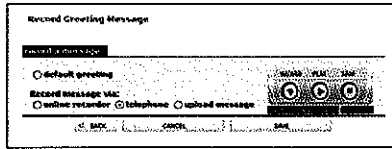
- **Self-service via the phone**

Users may dial a toll-free number to access the Everbridge emergency notification system. An Interactive Voice Response (IVR) system will guide users through the process of recording the message for delivery.

- **Live operator-assisted via the phone**

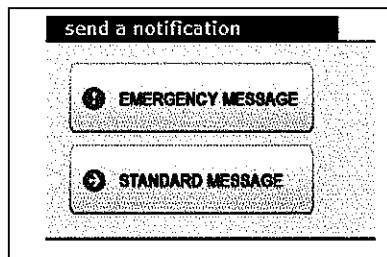
Users may dial a toll-free number to reach a live Everbridge operator who will then either record or transcribe the message for delivery.

## Custom greetings



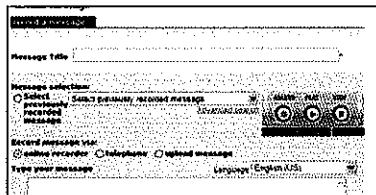
Center for Threat Preparedness may use the default system greeting or create a branded greeting to announce all calls. Customized greetings improve the recipient experience and Center for Threat Preparedness's results by increasing the likelihood recipients will listen to the message rather than dismissing it as telemarketing.

## Message prioritization



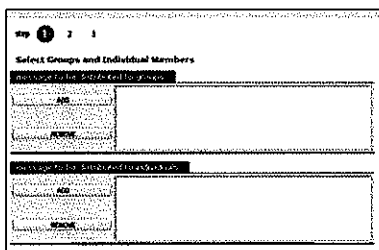
Users may indicate message priority when creating a message. Emergency broadcasts receive immediate priority in queue and are programmed for a shorter wait time between cycles to ensure critical messages get through as quickly as possible.

## Message creation



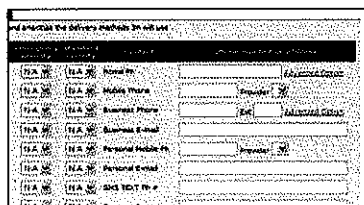
The entire message creation process can be completed in three easy steps. For maximum efficiency, both text messages and voice messages can be created and delivered via the same broadcast. Users may leverage pre-recorded messages, record their own message, or type a text message and elect to have it converted to voice if preferred.

## Contact lists



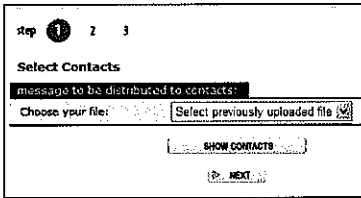
Users can send notifications to one or more individuals, groups, or dynamic groups (or any combination thereof) in a single step. Center for Threat Preparedness may create an unlimited number of groups and sub-groups one at a time or automatically as part of the upload process.

## Contact preferences



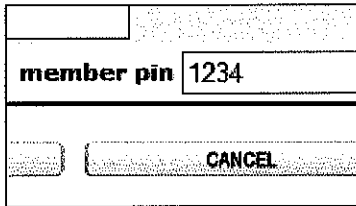
Members can prioritize the sequence in which they are contacted on all their communication devices, including selecting a different sequence for emergency or standard broadcasts as best fits their contact needs and preferences.

### Express notifications



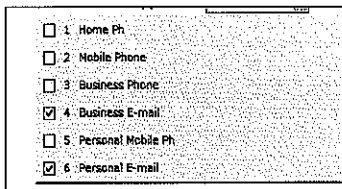
Everbridge’s optional premium Express Call feature enables organizations to send notifications to any contact list in minutes, including contacts outside the Everbridge system. Express Call is ideal for organizations with frequently changing or temporary contact lists.

### Message Security



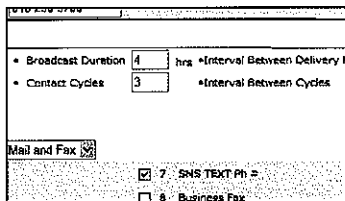
Center for Threat Preparedness may require message recipients to use a pre-determined personal identification number (PIN) to access a phone message to prevent unauthorized access to confidential information. The PIN requirement also guarantees intended recipients that their messages will not be intercepted purposefully or unintentionally by a third party.

### Delivery methods



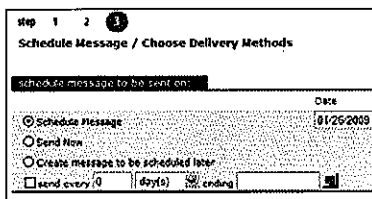
Senders may further customize delivery methods during the message creation process. For example, if a leader from Center for Threat Preparedness wishes to send a standard notification to only email addresses and work phones, it is as simple as de-selecting the other paths. Center for Threat Preparedness may activate more than 30 contact paths.

### Contact cycles



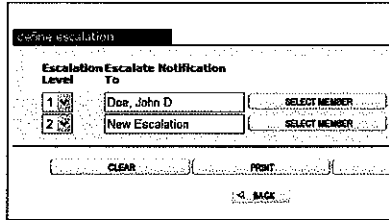
To accommodate specific communication needs, message senders may set the number of times the system actively reaches out to all contacts and how long confirmations and/or responses will be accepted and recorded.

### Message scheduling



In addition to sending a message immediately, the user can also choose to schedule a message to go out at a specific date and time or as a recurring message to be sent daily, weekly or monthly.

## Escalation



Level	To
1	Doc, John D
2	New Escalation

CLEAR PRINT < BACK

When the intended recipient does not acknowledge receipt, critical messages sometimes require escalation, or forwarding, to a designated sequence of contacts until the message is received and confirmed. Each contact may have up to three levels of escalation.

## Confirmation

	Send Address	E-Mail Not Confirmed
7 AM	Business Cell Phone	Connected-Member hung up
7 AM	Business Phone	08/16/2007 07:52:01 AM
7 AM	Business Cell Phone	08/16/2007 07:45:54 AM
8 AM	Business Cell Phone	Connected-Machine

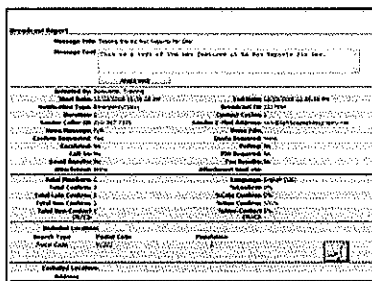
The Everbridge system is designed to instantly receive a confirmation from any two-way device. People receiving messages on one-way devices (such as fax machines or numeric pagers) may also confirm by calling a telephone number automatically provided with the message. The Everbridge system records detailed confirmation results, displaying non-confirmed statuses, such as: “caller hung up,” “busy,” and “message delivered,” as well as a date-and-time stamp for confirmed messages.

## Dashboard reporting

confirmed:	confirmed late:
<b>5,163</b>	<b>292</b>

The Everbridge emergency notification system synthesizes broadcast data in real-time to display compiled results in a clear, easy-to-read interface for quick and informed decision-making. The screen automatically refreshes every 60 seconds or can be manually refreshed while the broadcast is active to provide up-to-the-second information. Users can easily access detail-level reporting to see who has received and confirmed messages and who has not.

## Detailed reporting

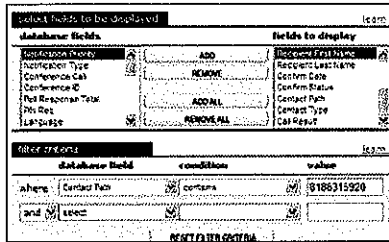


Send Address	Send Time	Send Status	Send Method
Business Cell Phone	08/16/2007 07:52:01 AM	Connected-Member hung up	Cell Phone
Business Phone	08/16/2007 07:45:54 AM	Confirmed	Landline
Business Cell Phone	08/16/2007 07:45:54 AM	Confirmed	Cell Phone
Business Cell Phone	08/16/2007 07:45:54 AM	Confirmed	Cell Phone

The Everbridge emergency notification system supplies several standard reports that display important information Center for Threat Preparedness can use to ensure the organization is getting maximum benefit from the system: detailed broadcast reports (which also act as an audit trail for legal compliance requirements), member, group, and usage reports.

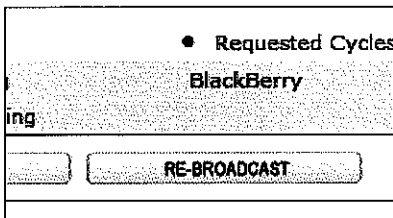


### Customizable reporting



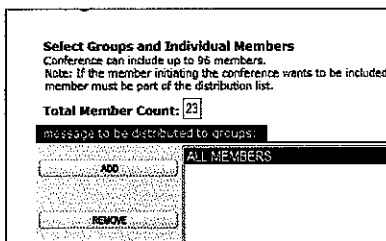
The Everbridge emergency notification system also offers ad-hoc reporting, which enables Center for Threat Preparedness to create customized reports to fit specific needs. Users can generate reports that provide answers to questions such as "How many broadcasts did we send in June?" or that simply presents a well-organized view of the organization's member or group information. Custom reports can be saved, printed, and emailed.

### Re-broadcasting



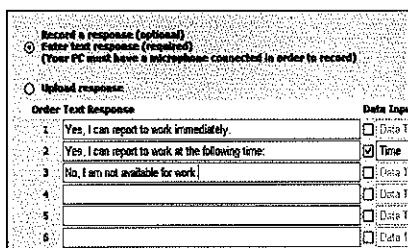
With a single click, users can easily rebroadcast a message only to those who did not confirm or were unreachable. No need to repeat the whole message creation process.

### Conference Calling



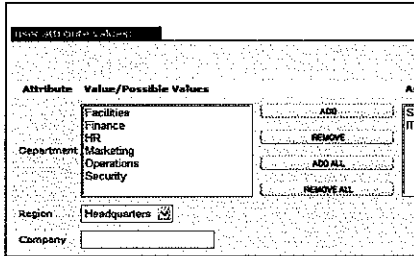
Users may invite others to join a conference call through the Everbridge system. If the invitation is accepted via phone, contacts will be automatically connected to the conference call. If the invitation is received or accepted via a text path, the telephone number and access code of the conference call will be provided so that contacts join the call by phone.

### Enhanced polling and live call transfer



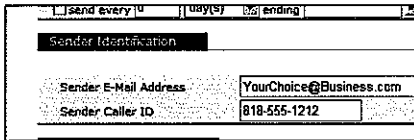
The Everbridge system's polling feature enables the active collection of information from recipients. Contacts hear or read the message, then select a response from up to nine different options. Message senders can enable recipients to respond with additional information such as dates, phone numbers, time of day, and more. The system compiles results on-the-fly (e.g. I can report to work immediately: 32%, etc.) for quick analysis of polling results. Results are also searchable by many criteria, including response, and can be exported to standard desktop applications. Message recipients also have the option to be transferred to different phone numbers defined by the message sender.

### User-defined fields



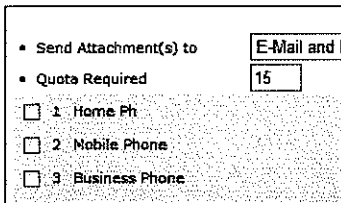
Users can create customized fields to store and search on meaningful information specific to their organization, such as divisions or building locations.

### Custom Caller ID



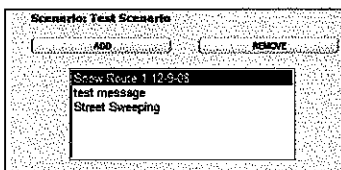
Users may set the system to use a number of their choice to show in the recipient's caller ID for voice notifications, increasing the likelihood recipients will answer the call.

### Quota notifications



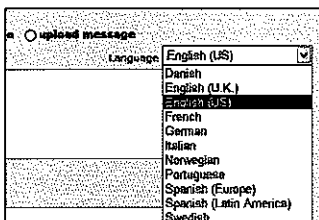
Quota notifications require broadcasts to terminate after a set number of positive confirmations. This feature is ideal in many situations, such as recruiting a specific number of volunteers for a project, filling a training session, or staffing last-minute open shift positions. Once enough people respond to meet the need, the broadcast will end.

### Scenario Manager



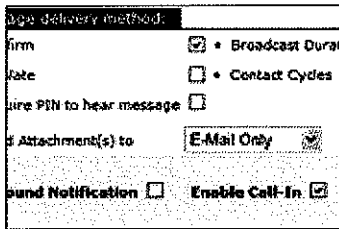
To save time in an emergency situation, the Everbridge system enables users to plan for a variety of “what-if” situations—such as a product recall or hurricane instructions—by creating and storing a set of pre-recorded messages and recipients. Users can send different notifications to management, employees, customers, suppliers, and so forth in two clicks in response to a single event. Sending a scenario with a pre-recorded message takes less than 30 seconds.

### International support



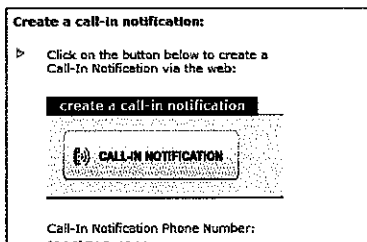
Record messages in any language or convert text messages in English (US and UK), Spanish (Latin America and Europe), or French into speech. Robust international calling and SMS capabilities enable customers to communicate seamlessly with contacts across the globe. (Note: The text-to-speech converter does not translate text from one language into another.)

### Premium call-in (blended inbound and outbound notifications)



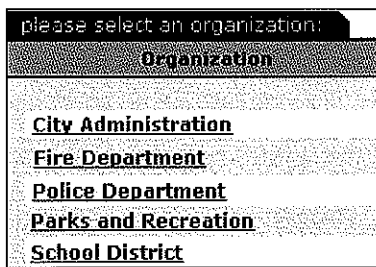
Premium Call-In provides organizations with an additional in-bound communication path. Premium Call-In enables customers to provide their audiences with a single number to retrieve simple or complex, multi-part messages. Everbridge system members can call a toll-free number to retrieve messages specific to them. Message senders can post messages directed to specific groups to a secure call-in number with the option of sending an outbound notification simultaneously with no extra work. Message recipients can confirm receipt of a message, even if the message was delivered via a voicemail or if they could not be reached via their usual delivery paths.

### Call-in bulletin boards



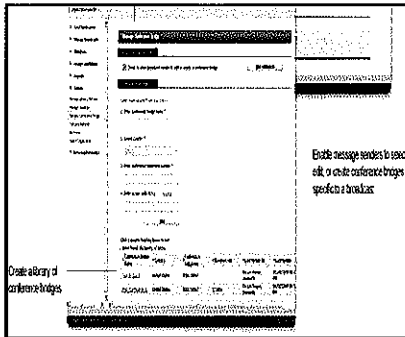
Center for Threat Preparedness may post a recorded message that any or all of your audiences may access by calling a toll-free number.

### Organizational hierarchies



Organizational hierarchies enable large organizations to grant separate locations, departments, or districts the power to manage their own data and execute emergency plans independently or in conjunction with the rest of the organization. Organizations can manage information on many different levels while empowering the umbrella organization to send messages to all system members. Organizations can map the Everbridge emergency notification system to work in lock-step with the way it is structured instead of trying to shoehorn complicated, internal processes into a rigid emergency notification system. Locations, departments, districts, and other organization-defined divisions have autonomy in using the system, including the ability to manage their own member lists and host their own unique caller IDs, personalized greeting messages, and unique pre-recorded message libraries.

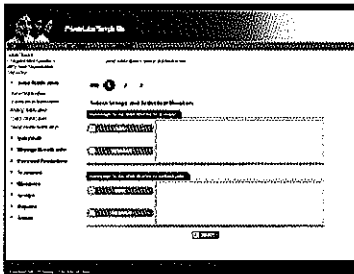
### Custom conference bridge



With the custom conference bridge feature, clients may integrate their conference service into Everbridge Aware’s conference notification. This feature is designed for companies that have standard conference bridges for specific events/departments or have sophisticated conference features, such as call recording.

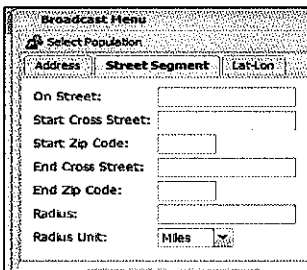
The custom conference bridge feature allows you to create a library of custom conference bridge telephone numbers and access codes. You can also set a default custom conference bridge for your organization. This feature also allows users to select which custom conference telephone number and access code to use when sending a conference call notification.

### Custom branding



Configurable options—such as logos, color schemes, and graphics—give Everbridge customers a robust emergency notification system with their own look-and-feel, facilitating rapid adoption of the application and seamless integration with internal processes while providing an enhanced end-user experience. Custom branding is perfect for organizations with many branches or locations.

### Geographic targeting (GIS)



Center for Threat Preparedness may target messages to residents and businesses in a specific geographic area. Users select a geographic region for the broadcast by using a polygon to select a neighborhood or other location or by designating a zip code, street address, or radius from a specific point. Everbridge Aware + GIS displays the number of contacts in the selected region. With the ability to add custom layers, Center for Threat Preparedness can easily view organization-specific data, such as the location of utility poles and fire hydrants, to target communications more precisely and effectively.

### Everbridge Aware Tools

For organizations that already maintain contact and/or message data in an enterprise system, Everbridge offers several process-enhancing tools designed to enable customer to maintain their data in the source system of their choice while still taking advantage of the power and sophistication of the Everbridge emergency notification system. These tools are designed to work with the entire suite of Everbridge Aware offerings:

### ***Communication***

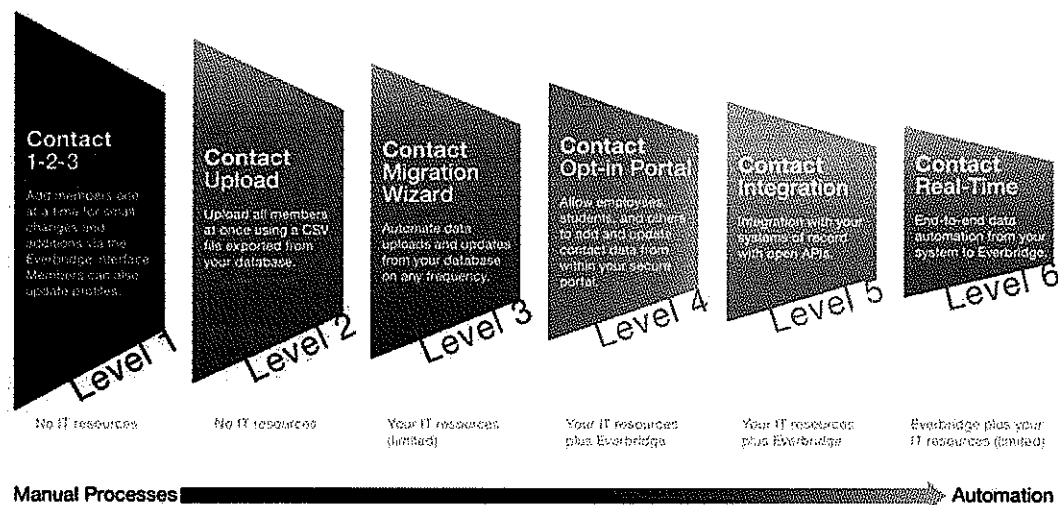
**Broadcast API**—Initiate broadcasts directly from your own system. Everbridge’s Broadcast API enables subscribers to maintain contact data and initiate broadcasts directly from their own applications.

## Data Management

Experience has shown us that many customers are somewhat nervous about their ability to manage contact data. We understand it can seem like an intimidating task. However, with Everbridge Aware, you are in control of how you want to manage your data. And we are right beside you to help make it happen.

Keeping contact data accurate and up-to-date are critical components of any effective incident notification strategy. Our data management assistance program is ideal for all levels of client needs, whether you have limited access to IT resources or a full IT team at your fingertips. While Everbridge solutions provide user-friendly data integration modules and flexible reporting templates out-of-the-box, clients of all sizes benefit from data management automation strategies. Everbridge Professional Services can help you set up a burden-free data management program that ensures you always have accurate contact information when you need it most.

## Everbridge Contact Data Management Solutions



## Building Your Strategy

Before we recommend a data management strategy, Everbridge works closely with you to understand your immediate and ongoing data management needs. We address five key areas:

- **People**—How many people will you be contacting with the Everbridge system?
- **Data source(s)**—Is contact data stored in internal systems (such as HR and ERP systems)? Or are you relying on people to give you their contact information?
- **Update frequency**—How often will you add, delete, or update member contact data?
- **Level of automation**—How involved or hands-off do you want to be with managing your contact data on an ongoing basis?

- **Resources/skill set**—How available are your IT resources? What is their skill set?

### **From Hands-On to Completely Automated**

Everbridge puts you in control of your data management by providing multiple methods for getting contact data into the system. All options can be used in parallel and can be used interchangeably to support multiple data sources.

#### *Level 1: Contact 1-2-3*

Use one-at-a-time entry for small, period changes. Single entry consists of logging into the Everbridge console and manually adding, deleting, and editing individual records and groups.

***Typical use:** An employee moves to a new location and needs to update a landline phone number. The HR manager logs into Everbridge to update the contact data.*

#### *Level 2: Contact Upload*

This method allows you to make numerous contact record changes quickly by uploading a simple spreadsheet into Everbridge Aware. Uploads use Comma Separated Value (CSV) files because they are a universal standard usable with nearly every computer operating system, database, and spreadsheet application. This allows for easy data portability without requiring the use of specialized tools. Most HR systems are capable of extracting data in the proper format with little effort required.

***Typical use:** An organization hires 10 new employees. The HR manager logs into the Everbridge system and uploads a spreadsheet containing the list of names and contact information. Contact data is immediately available.*

#### *Level 3: Contact Migration Wizard*

Everbridge Contact Migration Wizard allows you to automate data uploads and synchronize with existing data sources. You can add, modify, and delete contact data on an hourly, daily, weekly, bi-weekly, or monthly basis without human intervention. Contact Migration Wizard allows you to schedule data uploads to occur automatically on a recurring basis or manually launch updates on the fly.

***Typical use:** An organization that needs to communicate with a constantly changing employee base sets its HR database to export a CSV file every night to a network server. Everbridge Contact Migration Wizard retrieves the file and automatically uploads the data into the Everbridge system.*

#### *Level 4: Contact Opt-In Portal*

The Contact Opt-In Portal gives people the ability to self-subscribe to alerts from within your secure portal. This solution is particularly valuable for organizations that do not maintain or have access to a database of contact information for all audiences and struggle with sign-ups. We provide a portal your IT team can configure to work as needed with your internal systems. When additional configuration support is required, Everbridge Professional Services team is available to help you implement the solution.

***Typical use:** A university must make it easy for students to opt in to its emergency alerts program. Using Everbridge Contact Opt-In Portal, students are able to sign up directly through the school's student system.*

#### **Level 5: Contact Integration**

Everbridge Contact Integration enables you to synchronize contact information stored in internal systems of record with the Everbridge system so you always have the most current, accurate contact information. Using Everbridge's industry-standard Web Services API, your IT team performs the integration with guidance from our Professional Services team.

***Typical use:** An organization with a readily available IT team well versed in Web Services integrates its internal HR system with the Everbridge system. When the HR team updates employee records, the contact information is automatically added, deleted, or updated in the Everbridge system.*

#### **Level 6: Contact Real-Time**

Through tight integration with your internal employee directory, ERP platform, or HR system, Everbridge Contact Real-Time (RT) continuously synchronizes your contact information with the Everbridge system without user intervention. You always have the most current, accurate contact information when you need to get a message out. Our Professional Services team works with you to design and implement the solution according to your existing applications and IT processes, including providing middleware built to work with all relational databases and Active Directory/LDAP with additional data connectors possible.

***Typical use:** A company that collects employee contact information through its intranet integrates its system with the Everbridge system, adding several fields to collect additional contact information. When employees add or update their contact information, the data is automatically uploaded into the Everbridge system at the time of entry. This provides up-to-the-minute synchronization.*

### **Reporting**

**Reporting API**—View reports in existing internal systems. Everbridge's Reporting API is an option available to subscribers using the Broadcast API. It enables broadcast reports to be returned and viewed through a subscriber's native application.



## Integration

Everbridge Aware integrates with industry-leading HRMS and ERP systems, directory services, and business continuity planning systems.

**HRMS and ERP systems, such as:**

Lawson  
Oracle/PeopleSoft/ Siebel  
SAP

**Directory services, such as:**

Active Directory  
Open Directory  
Oracle Internet Directory

**Business continuity planning systems,**

such as:  
eBRP's ToolKit suite  
TAMP's Disaster Recovery System  
Strohl's LDRPS  
Strategic BCP's ResilienceONE

## Infrastructure and Security

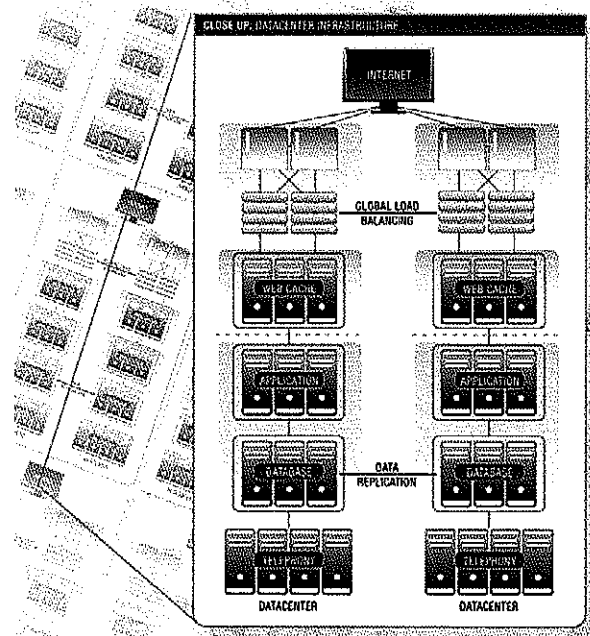
Highlights of Everbridge's infrastructure include:

- True active-active configuration
- End-to-end Oracle infrastructure
- Geo-dispersed, top-tier carrier-class facilities and network
- 24 x 7 x 365 availability
- No single points of failure

**Failover = Disaster Recovery**  
**Active-Active = Always Available**

The Everbridge application and all its components are stored in highly secure, globally-dispersed data centers in the U.S. and Canada accessible only to approved

Everbridge employees. Everbridge provides the Everbridge emergency notification system via Everbridge's proprietary ACT-SaaS service, a Software-as-a-Service (SaaS) delivery model with multiple data centers in an active-active configuration—the *only* emergency notification provider to offer this level of security, performance, and availability. With active-active data centers, data is continuously replicated between data center locations. If service is disrupted at a data center location, all traffic is dynamically rerouted to a different site so that Everbridge's systems remain continuously available with none of the time delays associated with notification solutions that fail over. Everbridge's ACT-SaaS emergency notification system gives customers dedicated availability plus access to additional communication resources across multiple data centers, ensuring the highest level of message throughput—several times faster than on-premise or ASP solutions, which are limited by port capacity or server access in a single data center. Everbridge maintains all aspects of the system infrastructure, avoiding problems caused by notification solutions that depend on third-party technology to deliver messages.



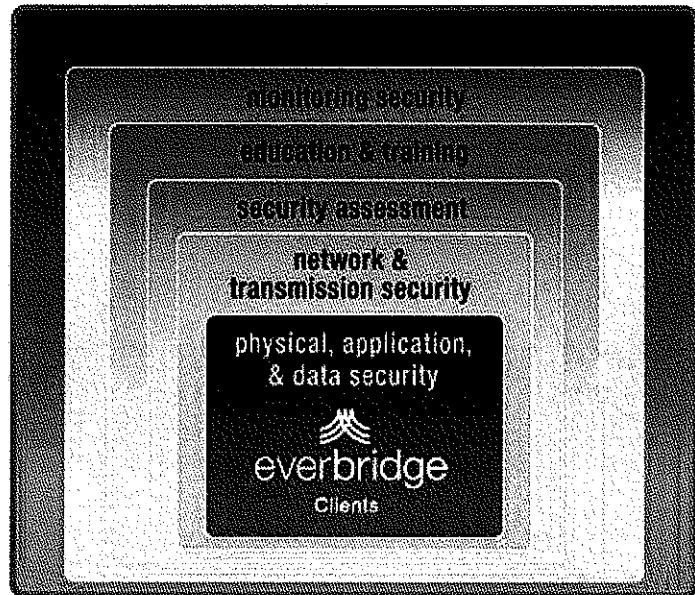
## Security at every level

Everbridge implemented rigorous security measures at all levels—encompassing people, processes, and technology—to protect all facets of Center for Threat Preparedness’s information.

### Physical security at all hosting facilities:

- 24/7 security staff
- Photo ID required for entry into the data centers
- Card key and biometrics scans required for collocation space
- Computerized Access Control System
- Video surveillance at all entrances and on every aisle
- Locked racks and cabinets

### 7-LAYER PERIMETER DEFENSE



### Network security based on the principle of “hide everything, control all access”:

- Firewalls are locked down to allow access only via https and smtp (for mail) and DNS (our name servers).
- Administrative access is authenticated by the VPN server and is encrypted.
- No direct access from the public is allowed to any Everbridge application or database servers.
- Servers are locked down. No extraneous services are allowed to run on them.

### Transmission security:

- SSL (Secure Sockets Layer) protocol is used to transmit via the Internet.
- Everbridge’s 128 bit SSL certificate was obtained from VeriSign.

### Application security:

- Application access is roles-based. Organizational leaders are granted access to all of their organization’s data, group leaders are granted access to information pertaining only to the groups for which they are leaders, and members can access only their own personal information.
- Access is controlled through member ID and passwords. Each member ID is assigned a role and access is granted as described above.

**Database security:**

- Passwords are encrypted using DES3.
- All other customer data is segregated using logical partitions.

**Scalability:**

Everbridge partners with Oracle because it is the only information management solution proven to scale to meet all business requirements on *all* hardware platforms. Oracle on Linux outperforms Microsoft SQL, delivering high performance to companies such as Amazon.com and eBay that rely on zero data loss and downtime for a large customer base. The Everbridge emergency notification system architecture was also designed to scale up without limitation.