

## ACCEPTABLE USE POLICY

Everbridge has prepared this Acceptable Use Policy (“AUP”) as a guide for its clients to understand the intended and permissible uses of our service. This AUP sets forth guidelines for acceptable use of the applicable Everbridge service(s) (the “Service(s)”) by Client and its users.

The Services must be used in accordance with the guidelines for each Service. The guidelines for each Service are set forth within the applicable Product Inclusion Sheet and the Support Services Guide. Each Client is encouraged to use the Service responsibly, ensuring that any alert sent does not create an undue interruption for others.

### Prohibited Uses

You may use the Service only for lawful purposes and in accordance with this AUP, and you shall obtain all requisite permissions or consents for using the Service to process, communicate and transmit data.

You shall not:

- Use the Service in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries, data privacy laws, consumer protection laws, anti-spam laws, state telemarketing laws, and the Telephone Consumer Protection Act and its implementing regulations).
- Use the Service in any way that violates your own corporate policies related to data privacy and telecommunications, including use of SMS message communications.
- Use the Service to send or upload (a) protected health information subject to the Health Insurance Portability and Accountability Act or other information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional (unless we have agreed to such use in writing); (b) government issued identification numbers, including Social Security numbers, driver’s license numbers or other state-issued identification numbers; (c) financial account information, including bank account numbers; (d) payment card data, including credit card or debit card numbers; or (e) other “sensitive personal data” or similar term, as defined under applicable data privacy laws.
- Use mobile app Services and information available through such Services in violation of the guidelines in this policy. Certain mobile app services use real-time or non-real-time location information to provide and enhance safety and travel Services within the

app. Access to this information depends on the permissions granted by the user through their device settings and their use of specific services such as Safe Corridor, SOS/Panic, Check-in, and Auto-check-in.

- Use the Service for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- Use the Service to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam” or any other similar solicitation.
- Impersonate or attempt to impersonate Everbridge, an Everbridge employee, another user or any other person or entity, including by utilizing another user’s identification, password, account name or persona without authorization from that user.
- Use the Service in any manner that could disrupt, disable, overburden, damage, or impair the Service for you or others (including the ability to send timely notifications through the Service), via various means including overloading, “flooding,” “mailbombing,” “denial of service” attacks, or “crashing”.
- Use any robot, spider or other automatic device, process or means to access the Service for any purpose, including monitoring or copying any of the material.
- Use any manual process to monitor or copy any of the material made available through the Service or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine, including but not limited to, any viruses, trojan horses, worms, or logic bombs, that interfere with the proper working of the Service or could be technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer or database connected to the Service.
- Attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without Everbridge’s express written consent.
- Take any action in order to obtain services to which you are not entitled; for example: (i) you will not sell, transfer, assign, distribute or otherwise commercially exploit or make the Service available to any third party except as expressly set forth in an applicable agreement; (ii) modify or make derivative works based upon the Service; (iii) reverse engineer the Service; (iv) remove, obscure or alter any proprietary notices or labels on the Service or any materials made available by Everbridge.
- Attempt any action designed to circumvent or alter any method of measuring or billing for utilization of the Service, including by using distribution lists.
- Otherwise attempt to interfere with the proper working of the Service.

## **Everbridge Rights and Remedies**

If Client becomes aware of any content or activity that violates this AUP, Client shall take all necessary action to restrain such activity and/or prevent such content from being routed to, passed through, or stored on the Everbridge network and shall promptly notify Everbridge. Client's failure to comply with this AUP may result in Everbridge taking action anywhere from a warning to a suspension or termination of Service. Everbridge will endeavor to provide notice to Customer prior to any suspension or termination of Service, but may immediately suspend or terminate in instances where continued provision of Service may cause significant harm to Everbridge, the Service, other clients or any other person or entity.

## **Changes to the Acceptable Use Policy**

Everbridge reserves the right to modify this AUP from time-to-time, in its sole discretion, effective upon posting a revised copy of the Acceptable Use Policy on <https://www.everbridge.com/about/legal/acceptable-use-policy/>. Any use of Everbridge network and Services after such modification shall constitute acceptance of such modification. Any violation shall be sent to <https://www.everbridge.com/contact-us>.

## **Equal Employment Opportunity**

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