

EVERBRIDGE NIXLE - TERMS OF USE AGREEMENT (RESIDENT)**Last Updated Date:**

Welcome and thank you for your interest in Everbridge Nixle (“Company”, “we”, “us” or “our”). This Terms of Use Agreement (“Terms of Use”, and together with any applicable Supplemental Terms (as defined in Section 1.3 (Supplemental Terms)), the “Agreement”) describes the terms and conditions that apply to your use of (i) the website located at <https://local.nixle.com> and its subdomains and any of Company’s other websites on which a link to these Terms of Use appears (collectively, the “Website”), (ii) any mobile application(s) that we offer subject to these Terms of Use (each, an “Application”), (iii) our Mobile Messaging Service (as defined below); and (iv) the products, services, content, and other resources available on or enabled via our Website, Mobile Messaging Service, or any Application (collectively, with our Website, Applications, and Mobile Messaging Service, the “Service”).

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS THE USE OF THE SERVICE AND APPLIES TO ALL USERS VISITING OR ACCESSING THE SERVICE. BY ACCESSING OR USING THE SERVICE IN ANY WAY, ACCEPTING THIS AGREEMENT BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE ACCOUNT REGISTRATION PROCESS, BROWSING THE WEBSITE OR DOWNLOADING THE APPLICATION, YOU REPRESENT THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH COMPANY, (3) YOU ARE NOT BARRED FROM USING THE SERVICE UNDER THE LAWS OF THE UNITED STATES, YOUR PLACE OF RESIDENCE OR ANY OTHER APPLICABLE JURISDICTION; AND (4) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY OR, IF YOU ARE ACCESSING OR USING THE SERVICE ON BEHALF OF AN ENTITY, ON BEHALF OF THE ENTITY IDENTIFIED IN THE ACCOUNT REGISTRATION PROCESS. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS DOING SO ON BEHALF OF AN ENTITY, ALL REFERENCES TO “YOU” OR “YOUR” IN THIS AGREEMENT WILL ALSO BE DEEMED TO REFER TO SUCH ENTITY. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICE.

SECTION 11 (ARBITRATION AGREEMENT) CONTAINS PROVISIONS THAT GOVERN HOW TO RESOLVE DISPUTES BETWEEN YOU AND COMPANY. AMONG OTHER THINGS, SECTION 11 (ARBITRATION AGREEMENT) INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 11 ALSO CONTAINS

A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 11 (ARBITRATION AGREEMENT) CAREFULLY.

UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT (AS DEFINED IN SECTION 11) WITHIN THIRTY (30) DAYS IN ACCORDANCE WITH SECTION 11.10 (30-DAY RIGHT TO OPT OUT): (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

ANY DISPUTE, CLAIM OR REQUEST FOR RELIEF RELATING IN ANY WAY TO YOUR USE OF THE SERVICE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.

PLEASE NOTE THAT IF YOU OPT IN TO OBTAIN TEXT MESSAGES FROM COMPANY, SECTION 1.6 (TEXT MESSAGE SERVICES) OF THIS AGREEMENT BELOW CONTAINS TERMS RELATED TO OUR TEXT MESSAGE SERVICES.

THE AGREEMENT IS SUBJECT TO CHANGE BY COMPANY IN ITS SOLE DISCRETION AT ANY TIME AS SET FORTH IN SECTION 12.6 (AGREEMENT UPDATES).

1. USE OF THE SERVICE. The Service and the information and content available on the Service are protected by applicable intellectual property (including copyright) laws. Unless subject to a separate license agreement between you and Company, your right to access and use the Service, in whole or in part, is subject to this Agreement.

1.1. Description of the Service.

(a). **Alerts.** The Service is intended to facilitate your ability to receive geographically-relevant alert messages (“Alerts”) via one or more media channels, subject to the terms and conditions herein. Please note that Alerts are typically provided directly by public safety officials, municipalities, schools, businesses or other entities (collectively, “Senders”) to the communities they serve in connection with time-sensitive, critical or safety-related events, and Company is not

responsible for the content, accuracy or timeliness of any Alert. Therefore, it is important that you exercise your own judgment, including appropriate verification, in connection with any Alert or any action in connection therewith.

(b). Responses. The Service also is intended to facilitate your ability to respond to Alerts by providing relevant or useful information to the applicable Senders (collectively, “Responses”). It is important that you exercise your reasonable judgment in connection with any Responses and do your best to include accurate information in connection therewith.

(c). Anonymous Tips. The Service may also facilitate your ability to provide relevant or useful information to Senders on an anonymous basis (collectively, “Tips”). It is important that you exercise your reasonable judgment in connection with any Tips and do your best to include accurate information in connection therewith.

- 1.2. **License.** Subject to your compliance with this Agreement, Company grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to (i) access and use the Service; and (ii) download, install and use a copy of the Application on a single Device (as defined below) that you own or control and to run such copy of the Application; in each case, solely for your own personal or internal business purposes.
- 1.3. **Supplemental Terms.** Your use of, and participation in, certain features and functionality of the Service may be subject to additional terms (“Supplemental Terms”). Such Supplemental Terms will either be set forth in the applicable supplemental Service or will be presented to you for your acceptance when you sign up to use the supplemental Service. If these Terms of Use are inconsistent with the Supplemental Terms, then the Supplemental Terms control with respect to such supplemental Service.
- 1.4. **Updates.** You understand that the Service is evolving. As a result, Company may require you to install updates to the software and associated documentation that is made available via the Service (“Software”) or Applications that you have installed on the devices through which you access or use the Service (“Device”). You acknowledge and agree that Company may update the Service with or without notifying you. You may need to update third-party software from time to time in

order to continue to use the Service. Any future release, update or other addition to the Service shall be subject to this Agreement.

- 1.5. **Interactions with Other Users.** You are solely responsible for your interactions with other users of the Service and any other parties with whom you interact through the Service; provided, however, that Company reserves the right, but has no obligation, to intercede in any disputes between you and any other users. You agree that Company will not be responsible for any liability incurred as the result of your interactions with other users. The Service, or portions thereof, may contain user content provided by other users. Company is not responsible for and does not control such user content. Company does not approve or endorse, or make any representations or warranties with respect to, any such user content. You use all such user content and interact with other users at your own risk.

- 1.6. **Text Message Services.** Company may offer one or more mobile message programs (collectively, the “Message Service”) that allows users to receive SMS/MMS mobile messages by opting-in such as through online or application-based enrollment forms. Regardless of the opt-in method you use to enroll, you agree that your use of the Message Service is governed by this Agreement. We do not charge for the Message Service, but you are responsible for all charges and fees associated with mobile messaging imposed by your wireless carrier and you acknowledge that your carrier may charge you or deduct usage credit from your account when you text us or we send messages to you. Message and data rates may apply. By enrolling a telephone number in the Message Service, you authorize us to send recurring SMS and MMS mobile messages to the number you specify, and you represent that you are authorized to receive mobile messages at such number. The messages sent through the Message Service may include public safety or local government alerts. You agree that these messages may be transmitted using an automatic telephone dialing system (“ATDS”), other automated systems for the selection or dialing of telephone numbers, or different technology. Your consent to receive mobile messages via an ATDS or other automated system for the selection or dialing of numbers is not required (directly or indirectly) as a condition of purchasing any property, goods or services. While you consent to receive messages sent using an ATDS, the foregoing shall not be interpreted to suggest or imply that any or all of our messages are sent using such a system. Message frequency varies.

If you do not wish to continue participating in a Message Service program we offer, you agree to reply STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to any mobile message you receive from that program to opt out. You may receive an additional mobile message confirming your decision to opt out. You understand and agree that the foregoing options are the only reasonable methods of opting out. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that alter, change, or modify the STOP, END, CANCEL, UNSUBSCRIBE or QUIT keyword commands, such as the use of different spellings or the addition of other words or phrases to the command, and agree that that we and our service providers will have no liability for failing to honor such requests. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those keyword commands set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out. To the extent you subscribe to more than one Message Service program that we operate, you must unsubscribe from each program separately. For Message Service support or assistance, text the HELP keyword in response to any message you receive through the Message Service or email us at support@everbridge.com. Please note that the use of this email address is not an acceptable method of opting out of Message Service. Opt-outs must be submitted in accordance with the procedures set forth above. We may change any short code or telephone number we use to operate the Message Service at any time with notice to you. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we are not responsible for honoring requests made in such messages. The Message Service may not be available in all areas or supported by all carriers or all devices. Check with your carrier for details. Delivery of mobile messages is subject to effective transmission from your wireless carrier/network operator and is outside of our control. We and the wireless carriers supported by the Message Service are not liable for any failed, delayed or undelivered messages. If you decide to change your mobile phone number, you agree to first opt out of each Message Service program in which your number is enrolled. For clarity, you acknowledge and agree that any disputes between you and us related to the Message Service will be governed by Section 11 (Arbitration Agreement).

2. REGISTRATION.

- 2.1. **Registering Your Account.** In order to access certain features of the Service, you may be required to register an account on the Service (“Account”), have a valid account on a social networking service (“SNS”) through which you can connect to the Service, as permitted by the Service (each such account, a “Third-Party Account”), or have an account with the app store from which you downloaded the Application. By registering an Account, you grant us (and our authorized representatives and clients) permission to send Alerts to you, including, without limitation, via SMS messages, email, and app push notifications, as applicable.
- 2.2. **Access Through an SNS.** The Service may allow you to link your Account with a Third-Party Account by allowing Company to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Company and/or grant Company access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Company to pay any fees or making Company subject to any usage limitations imposed by such third-party service providers.
- 2.3. **Registration Data.** In registering an account on the Service, you shall (i) provide true, accurate, current, and complete information about yourself as prompted by the registration form (the “Registration Data”), and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. All Registration Data is collected and used in accordance with our [Privacy Policy](#).
- 2.4. **Your Account.** Notwithstanding anything to the contrary herein, you acknowledge and agree that you have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and will forever be owned by and inure to the benefit of Company. Furthermore, you are responsible for all activities that occur under your Account. You shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Service by minors. You may not share your Account or password with anyone, and you agree to notify Company immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, incomplete or not current, or Company has reasonable grounds to suspect that any information you provide is untrue, inaccurate, incomplete or not current, Company has the right

to suspend or terminate your Account and refuse any and all current or future use of the Service (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You shall not have more than one Account at any given time. Company reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an Account or use the Service if you have been previously removed by Company, or if you have been previously banned from any of the Service.

- 2.5. **Necessary Equipment and Software.** You must provide all Devices and other equipment or software (excluding Software) necessary to access or use the Service. You are solely responsible for any fees, including internet connection or mobile fees, that you incur when accessing the Service.
- 2.6. **Email Filters.** We recommend that you add the "Nixle.com," "Everbridge.net," or other applicable domain to the list of domains approved to send you e-mail (commonly known as your allowlist), so that Alerts from us do not go to your email account's spam folder. Please consult your email provider for instructions on how to do this.

3. OWNERSHIP.

- 3.1. **The Service.** Company and its suppliers or licensors own all rights, title and interest in the Service (including but not limited to, any Alerts, computer code, themes, objects, methods of operation, moral rights, documentation, and Software). You shall not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service.
- 3.2. **Trademarks.** Everbridge Nixle, Public Wire and all related stylizations, graphics, logos, service marks and trade names used on or with the Service are the trademarks of Company and may not be used without permission in connection with your, or any third-party's, products or services. Other trademarks, service marks and trade names that may appear on or in the Service are the property of their respective owners.
- 3.3. **Content License.** You, and not Company, are entirely responsible for all Responses and Tips ("Your Content") that you upload, post, email, transmit or otherwise make

available (“**Make Available**”) through the Service. Company has no obligation to store any of Your Content. Company has no responsibility or liability for the deletion or accuracy of Your Content the failure to store, transmit, or receive transmission of Your Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Service. When you **Make Available** Your Content on or to the Service, you represent that you own and/or have sufficient rights to Your Content to grant the license set forth herein. You grant Company a non-exclusive, transferable, perpetual, irrevocable, worldwide, fully-paid, royalty-free, sublicensable (through multiple tiers of sublicensees) right and license to use, copy, reproduce, modify, adapt, prepare derivative works from, translate, distribute, publicly perform, publicly display and derive revenue or other remuneration from Your Content (in whole or in part) for the purposes of operating and providing the Service to you and to our other users.

3.4. Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Company through its suggestion, feedback, forum, or similar pages (“**Feedback**”) is at your own risk and that Company has no obligations (including without limitation obligations of confidentiality) with respect to such **Feedback**. You represent and warrant that you have all rights necessary to submit the **Feedback**. You hereby grant to Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all **Feedback**, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Service and/or Company’s business.

4. USER CONDUCT AND CERTAIN RESTRICTIONS. As a condition of use, you agree not to use the Service for any purpose that is prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third party) to: (i) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Service or any portion of the Service (including any Alerts); (ii) frame or use framing techniques to enclose any trademark or logo located on the Service or any other portion of the Service (including images, text, page layout or form); (iii) use any metatags or other “hidden text” using Company’s name or trademarks; (iv) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Service except to the extent the foregoing restrictions are expressly prohibited by applicable law; (v) use any manual or

automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to “scrape” or download data from any web pages contained in the Service (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (vi) remove or destroy any copyright notices or other proprietary markings contained on or in the Service; (vii) impersonate any person or entity, including any employee or representative of Company; (viii) interfere with or attempts to interfere with the proper functioning of the Service or use the Service in any way not expressly permitted by this Agreement, including but not limited to violating or attempting to violate any security features of the Service, introducing viruses, worms, or similar harmful code into the Service, or interfering or attempting to interfere with use of the Services by any other user, host, or network, including by means of overloading, “flooding,” “spamming,” “mail bombing,” or “crashing” the Service. You acknowledge and agree that you will not incite, encourage, cause, or engage in any criminal, hazardous, illegal, or otherwise unsafe activity in connection with your use of the Service, or in an effort to obtain or provide Your Content. The rights granted to you in this Agreement are subject to your compliance with the restrictions set forth in this section. Any unauthorized use of the Service terminates the licenses granted by Company pursuant to this Agreement.

5. THIRD-PARTY SERVICE.

5.1. **Third-Party Websites, Applications and Ads.** The Service may contain links to third-party websites, applications, and advertisements for third parties (collectively, the “Third-Party Services”). When you click on a link to a Third-Party Service, we will not warn you that you have left the Service and you become subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Services are not under the control of Company. Company is not responsible for any Third-Party Services. Company provides these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or any product or service provided in connection therewith. You use all links in Third-Party Services at your own risk. When you leave our Service, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Services, and make whatever investigation you feel necessary or appropriate

before proceeding with any transaction with any third party.

- 5.2. **Third-Party Application Access.** With respect to any Application accessed through or downloaded from the Apple App Store (an “App Store Sourced Application”), you shall only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (ii) as permitted by the “Usage Rules” set forth in the Apple Media Terms of Service, except that such App Store Sourced Application may be accessed, acquired, and used by other accounts associated with the purchaser via Apple’s Family Sharing function, volume purchasing, or Legacy Contacts function. Notwithstanding the first sentence in this section, with respect to any Application accessed through or downloaded from the Google Play store, you may have additional license rights with respect to use of the Application on a shared basis within your designated family group.
- 5.3. **Accessing and Downloading the Application from the Apple App Store.** The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:
- (a). You acknowledge and agree that (i) this Agreement is concluded between you and Company only, and not Apple, and (ii) Company, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store’s Terms of Service.
 - (b). You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
 - (c). In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Company and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Company.

- (d). You and Company acknowledge that, as between Company and Apple, Apple is not responsible for addressing any claims you have or of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- (e). You and Company acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Company and Apple, Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.
- (f). You and Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.
- (g). Without limiting any other terms of this Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.
- 6. INDEMNIFICATION.** You shall indemnify and hold Company, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a "Company Party" and collectively, the "Company Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any and all of the following: (i) your use of, or inability to use, the Service, including any of Your Content that you may submit; (ii) your violation of this Agreement; (iii) your violation of any rights of another party, including any user; or (iv) your violation of any applicable laws, rules or regulations. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses. This provision does not require you to indemnify

any of the Company Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Service provided hereunder. You agree that the provisions in this section will survive any termination of your Account, this Agreement and/or your access to the Service.

7. AIMER OF WARRANTIES.

7.1. **As Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. THE COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICE.

(a). THE COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICE WILL MEET YOUR REQUIREMENTS (SUCH AS THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICE); (2) YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE ALERTS, ADVICE, RESULTS, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

(b). YOU HEREBY ACKNOWLEDGE THAT THE ACTIVITIES IN WHICH YOU MAY BE PARTICIPATING IN CONNECTION WITH THE USE OF THE SERVICE AND/OR RECEIVING ALERTS OR SENDING TIPS OR RESPONSES MAY INVOLVE RISKS. YOU FURTHER ACKNOWLEDGE AND ASSUME THESE RISKS VOLUNTARILY. YOU UNDERSTAND: (1) YOU SHOULD NOT TRAVEL TO OR REMAIN IN ANY AREA DURING, BEFORE, OR AFTER A HAZARDOUS SITUATION AND (2) ANY INJURIES OR OTHER DAMAGE SUFFERED BY YOU ARE INCURRED AT YOUR OWN. ANY ALERTS ACCESSED THROUGH THE SERVICE IS ACCESSED, USED, AND RELIED UPON AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PERSON OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND/OR ANY DEVICE YOU USE TO ACCESS THE SERVICE, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH ALERTS. IN THE EVENT OF AN

EMERGENCY, PLEASE DIAL 911. YOU ARE SOLEY RESPONSIBLE FOR PROCURING EMERGENCY SERVICES AND WE ARE NOT RESPONSIBLE FOR, AND YOU EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY RELEASE US FROM, ANY CLAIMS RELATED TO YOUR FAILURE TO INDEPENDENTLY OBTAIN OR USE SUCH EMERGENCY SERVICES.

- 7.2. No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE COMPANY PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF ECONOMIC DAMAGES FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. COMPANY MAKES NO WARRANTY THAT THE SERVICE PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. THE INCLUSION OF A THIRD PARTY IN ANY COMMUNICATION DOES NOT CONSTITUTE ANY REPRESENTATION, WARRANTY, OR ENDORSEMENT WITH RESPECT TO THE ACCURACY, COMPLETENESS, SUITABILITY, OR RELIABILITY OF SUCH THIRD PARTY BY US. ALL COMMUNICATIONS ARE THE SOLE RESPONSIBILITY OF THE THIRD PARY WHO ORIGINATED SUCH COMMUNICATIONS.

8. LIMITATION OF LIABILITY.

- 8.1. Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL THE COMPANY PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT ANY COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICE, OR ANY ALERTS, INTERACTIONS OR MEETINGS WITH THIRD PARTIES, ON ANY THEORY OF LIABILITY, INCLUDING TO THE EXTENT RESULTING FROM: (i) THE USE OR INABILITY TO USE THE SERVICE; (ii) ANY ALERTS, DATA, INFORMATION OR MESSAGES RECEIVED THROUGH THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA OR YOUR CONTENT; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATED TO THE SERVICE, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING

NEGLIGENCE), OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY DOES NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

- 8.2. **Cap on Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY PARTIES SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (i) THE TOTAL AMOUNT PAID TO COMPANY BY YOU DURING THE THREE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; (ii) \$100; OR (iii) IF APPLICABLE, THE STATUTORY REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY DOES NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY'S NEGLIGENCE; OR (B) ANY INJURY CAUSED BY A COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.
- 8.3. **User Content.** COMPANY ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY ALERTS, TIPS, OR RESPONSES.
- 8.4. **Exclusion of Damages.** CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.
- 8.5. **Basis of the Bargain.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

9. TERM AND TERMINATION.

- 9.1. **Term.** The term of this Agreement commences on the date when you accept this Agreement (as described in the preamble above), and continues in full force and effect while you use the Service, unless terminated earlier in accordance with this Agreement.

- 9.2. Termination of Service by Company.** If you have materially breached any provision of this Agreement, or if Company is required to do so by law (e.g., where the provision of the Service is, or becomes, unlawful), Company has the right to, immediately and without notice, suspend or terminate any Service provided to you. Company reserves the right to terminate this Agreement or your access to the Service at any time without cause upon notice to you. You agree that all terminations for cause are made in Company's sole discretion and that Company shall not be liable to you or any third party for any termination of your Account.
- 9.3. Termination by You.** If you want to terminate this Agreement, you may do so by (i) notifying Company at any time and (ii) closing your Account for the Service. Your notice should be sent, in writing, to Company's address set forth below.
- 9.4. Effect of Termination.** Upon termination of the Service or the applicable feature or functionality thereof, your right to use the Service or the applicable feature or functionality thereof will automatically terminate, and we may delete Registration Data and other data associated therewith from our live databases. If we terminate your Account for cause, we may also bar your further use or access to the Service. Company will not have any liability whatsoever to you for any suspension or termination, including for deletion of Alerts, Tips, or Responses. All provisions of this Agreement which by their nature should survive, will survive termination of Service, including without limitation, ownership provisions, warranty disclaimers, and limitations of liability.
- 9.5. No Subsequent Registration.** If this Agreement is terminated for cause by Company or if your Account or ability to access the Service is discontinued by Company due to your violation of any portion of this Agreement or for conduct otherwise deemed inappropriate, then you agree that you shall not attempt to re-register with or access the Service through use of a different member name or otherwise.
- 10. INTERNATIONAL USERS.** The Service may be accessed from countries around the world and may contain references to services and content that are not available in your country. These references do not imply that Company intends to announce such service or content in your country. The Service is controlled and offered by Company from its facilities in the United States of America. Company makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other countries do so at their own volition and are responsible for compliance with local law.

11. ARBITRATION AGREEMENT. Please read this section (the “Arbitration Agreement”) carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

11.1. Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and Company agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Service, any communications you receive, any products sold or distributed through the Service or this Agreement and prior versions of this Agreement, including claims and disputes that arose between you and us before the effective date of this Agreement (each, a “Dispute”) will be resolved by binding arbitration, rather than in court, except that: (i) you and Company may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (ii) you or Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, “Dispute” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of this Agreement as well as claims that may arise after the termination of this Agreement.

11.2. Informal Dispute Resolution. There might be instances when a Dispute arises between you and Company. If that occurs, Company is committed to working with you to reach a reasonable resolution. You and Company agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome (“Informal Dispute Resolution”). You and Company therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (“Informal Dispute Resolution Conference”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“Notice”), which shall occur within forty-five (45) days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Company that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to legal@everbridge.com or regular mail to our offices located at 8300 Boone

Blvd, Suite 800, Vienna, VA 22182. The Notice must include: (1) your name, telephone number, mailing address, e-mail address associated with your Account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

- 11.3. Waiver of Jury Trial.** YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Company are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 11.1 (Applicability of Arbitration Agreement). There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- 11.4. Waiver of Class and Other Non-Individualized Relief.** YOU AND COMPANY AGREE THAT, EXCEPT AS SPECIFIED IN SECTION 11.9 (BATCH ARBITRATION), EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim.

Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under Section 11.9 (Batch Arbitration). Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this section are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Company agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of Delaware. All other Disputes shall be arbitrated or litigated in small claims court. This section does not prevent you or Company from participating in a class-wide settlement of claims.

- 11.5. **Rules and Forum.** This Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Company agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association (“AAA”), in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “Request”). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the account username (if applicable) as well as the email address associated with any applicable Account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Company otherwise agree, or the Batch Arbitration process discussed in Section 11.9 (Batch Arbitration) is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely set forth in the applicable AAA Rules.

You and Company agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and shall be subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

- 11.6. Arbitrator.** The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Delaware and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under Section 11.9 (Batch Arbitration) is triggered, the AAA will appoint the arbitrator for each batch.
- 11.7. Authority of Arbitrator.** The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the

enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to Section 11.4 (Waiver of Class and Other Non-Individualized Relief), including any claim that all or part of Section 11.4 (Waiver of Class and Other Non-Individualized Relief) is unenforceable, illegal, void or voidable, or that such Section 11.4 (Waiver of Class and Other Non-Individualized Relief) has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in Section 11.9 (Batch Arbitration), all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in Section 11.9 (Batch Arbitration). The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

- 11.8. Attorneys' Fees and Costs.** The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Company need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

- 11.9. **Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and Company agree that in the event that there are one-hundred (100) or more individual Requests of a substantially similar nature filed against Company by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award (“Batch Arbitration”).

All parties agree that Requests are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“Administrative Arbitrator”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by Company.

You and Company agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

- 11.10. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to:

legal@everbridge.com, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address associated with your Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

- 11.11. **Invalidity, Expiration.** Except as provided in Section 11.4 (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Company as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.
- 11.12. **Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Company makes any future material change to this Arbitration Agreement, we will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Company at 8300 Boone Blvd, Suite 800, Vienna, VA 22182, your continued use of the Service, including the acceptance of products and services offered on the Service following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of this Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Service, any communications you receive, any products sold or distributed through the Service or this Agreement, the provisions of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement) remain in full force and effect. Company will continue to honor any valid opt outs of the Arbitration

Agreement that you made to a prior version of this Agreement.

12. GENERAL PROVISIONS.

- 12.1. **Electronic Communications.** The communications between you and Company may take place via electronic means, whether you visit the Service or send Company emails, or whether Company posts notices on the Service or communicates with you via email. For contractual purposes, you (i) consent to receive communications from Company in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company electronically provides to you satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq.
- 12.2. **Assignment.** The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Company's prior written consent. Company may, without your consent, freely assign and transfer this Agreement, including any of its rights, obligations, or licenses granted under this Agreement. Any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.
- 12.3. **Force Majeure.** Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes or shortages of transportation facilities, fuel, energy, labor or materials.
- 12.4. **Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Service, please contact us at: Everbridge Legal, legal@everbridge.com, 1 (888) 366-4911, 8300 Boone Blvd, Suite 800, Vienna, VA 22182. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.
- 12.5. **Consumer Complaints.** In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Service of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by

telephone at (800) 952-5210.

- 12.6. Agreement Updates.** When changes are made, Company will make a new copy of this Terms of Use and/or Supplemental Terms, as applicable, available on the Service, and we will also update the “Last Updated” date at the top of this Agreement. If we make any material changes and you have registered an Account with us, we will also send an email with an updated copy of this Agreement to you at the email address associated with your Account. Unless otherwise stated in such update, any changes to this Agreement will be effective immediately for users without an Account and thirty (30) days after posting for users with an Account. Company may require you to provide consent to the updated Agreement in a specified manner before further use of the Service is permitted. **IF YOU DO NOT AGREE TO ANY CHANGE(S) AFTER RECEIVING A NOTICE OF SUCH CHANGE(S), YOU SHALL STOP USING THE SERVICE.**
- 12.7. Exclusive Venue.** To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Company agree that all claims and disputes arising out of or relating to this Agreement will be litigated exclusively in the state or federal courts located in Wilmington, Delaware.
- 12.8. Governing Law.** THIS AGREEMENT AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.
- 12.9. Notice.** Where Company requires that you provide an email address, you are responsible for providing Company with a valid and current email address. In the event that the email address you provide to Company is not valid, or for any reason is not capable of delivering to you any notices required by this Agreement, Company’s dispatch of the email containing such notice will nonetheless constitute effective notice. You may give notice to Company at the following address: 8300 Boone Blvd, Suite 800, Vienna, VA 22182. Such notice shall be deemed given when received by Company by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

- 12.10. **Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 12.11. **Severability.** If any portion of this Agreement is held invalid or unenforceable, that portion must be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions must remain in full force and effect.
- 12.12. **Export Control.** You may not use, export, import, or transfer the Service except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Service, and any other applicable laws. In particular, but without limitation, the Service may not be exported or re-exported (i) into any United States embargoed countries, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Service, you represent and warrant that (A) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (B) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Service for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Company are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Company products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.
- 12.13. **Entire Agreement.** The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.