



Commonwealth of Virginia
Virginia Information Technologies Agency

EMERGENCY ALERTING AND NOTIFICATION SERVICES

Date: April 13, 2016

Contract #: VA-130514-EVBR

Authorized Users: All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*

Contractor: Everbridge
500 N Brand Boulevard
Suite 1000
Glendale, CA 91205
Phone: 818-230-9700
Fax: 818-545-7040
Website: www.everbridge.com

Contact: Allie Kelaher
Senior Account Executive, Supplier Contact
Phone: 781-373-9876
Email: Allie.Kelaher@everbridge.com

FIN: 26-2919312

Term: May 14, 2016 – May 13, 2017

Payment: Net 30 days

For Additional Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

Jimmy MacKenzie
Phone: 804-416-6247
Fax: 804-416-6361
E-Mail: james.mackenzie@vita.virginia.gov

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase products or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita2.virginia.gov/procurement/contracts.cfm>

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

Nelson P. Moe
Chief Information Officer
Email: cio@vita.virginia.gov

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

April 13, 2016

Allie Kelaher
Everbridge
500 N. Brand Boulevard
Suite 1000
Glendale California 91203

Per Section 3.A. ("Term and Termination") of contract VA-130514-EVBR, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from May 14, 2016 through May 13, 2017. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160



COMMONWEALTH of VIRGINIA

Eric R. Link
Interim Chief Information Officer
Email: cio@vita.virginia.gov

Virginia Information Technologies Agency

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

April 30, 2015

Matthew Ward
Everbridge
500 N. Brand Boulevard
Suite 1000
Glendale California 91203

Mr. Ward,

Per Section 3.A. ("Term and Termination") of contract VA-130514-EVBR, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from May 14, 2015 through May 13, 2016. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

**MODIFICATION NO. 2
TO
CONTRACT NUMBER VA-130514-EVBR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
EVERBRIDGE**

This MODIFICATION No. 2 is hereby incorporated into and made an integral part of Contract VA-130514-EVBR.

The purpose of this Modification is to add the clause(s) and clarifications listed below:

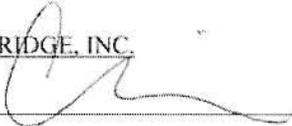
1. Add to the definition of "Authorized Users" in Section 2 Subsection E on Contract Page 5; Exhibit E Paragraph 3 on Exhibit E Page 1.
"Authorized Users include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/our-Colleges/Profiles.aspX>
2. Add to the definition of "Description of Licensed Software" in Section 4 on Contract Page 9; Exhibit E Paragraph 4 on Exhibit E Page 1.
"If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. If Authorized User is private institution, the license shall be held by that private institution."
3. Add to the definition of "Acceptance" in Section 10 Subsection B on Contract Page 15; "Statement of Work (SOW)" in Section 16 Subsection C on Contract Page 20.
"If the Authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses."
4. Add to the definition of "Indemnification" in Section 20 Subsection A on Contract Pages 23-24; "Indemnification" in Exhibit H Section 9 Subsection A on Exhibit H Pages 7-8.
"In the event of a settlement between Supplier and private institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."
5. Add to the definition of "Dispute Resolution" in Section 26 Subsection E on Contract Page 27.
"In the event of any breach by a public body or a private institution, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include to the right to terminate any license or support services hereunder."

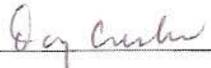
6. Add to the definition of "Rights to Work Product" in Exhibit H Section 5 on Exhibit H Pages 4-5.
"If the Authorized User is a private institution of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that institution."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-130514-EVBR by this Modification No. 2.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

EVERBRIDGE, INC.
BY: 
NAME: Cinta Putra
TITLE: Chief Financial Officer
DATE: September 16, 2014

COMMONWEALTH OF VIRGINIA
BY: 
NAME: Day Crenshaw
TITLE: VITA Source Mgr
DATE: 10/2/14

**MODIFICATION # 1
TO
CONTRACT NUMBER VA-130514-EVBR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
EVERBRIDGE**

This MODIFICATION # 1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Everbridge hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-130514-EVBR (the Agreement).

The purpose of this Modification is to document both parties' agreement to modify the Contract as follows:

Ref. Exhibit G "Everbridge Acceptable Use Policy".

Added: Integrated Public Alert Warning System (IPAWS) Language

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

Removed:

- The Application shall be deemed accepted when the Authorized User reasonably determines that such Authorized User and its Application Users can successfully access and use all functionalities of the Application which Supplier is required to provide to such Users. Such Authorized User agrees to complete Acceptance testing within thirty (30) days after receiving written notice from Supplier of the ability of such Authorized User and its Application Users to access the Application, or within such other period as set forth in the applicable order. After such period, unless Authorized User notifies Supplier to the contrary, the Application shall be deemed accepted. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which will be reimbursable by such Authorized User at the then current per diem amounts set forth by the Virginia Department of Accounts and published at: <http://www.doa.virginia.gov/> or a successor URL(s). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

Added:

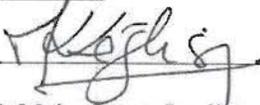
- The Application shall be deemed accepted when the Authorized User reasonably determines that such Authorized User and its Application Users can successfully access and use all functionalities of the Application which Supplier is required to provide to such Users. Such Authorized User agrees to complete Acceptance testing within the first to occur of thirty (30) days after execution, or within such other period as set forth in the applicable order. After such period, unless Authorized User provided notice to Supplier to the contrary within the time period set forth above, the Application shall be deemed accepted. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which will be reimbursable by such Authorized User at the then current per diem amounts set forth by the Virginia Department of Accounts and published at: <http://www.doa.virginia.gov/> or a successor URL(s).

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-130514-EVBR and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

EVERBRIDGE

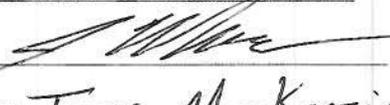
BY: 

NAME: Maire-Laure Leglise

TITLE: Vice President of Finance

DATE: 10/18/2013

COMMONWEALTH OF VIRGINIA

BY: 

NAME: James Mackenzie

TITLE: Strategic Sourcing Specialist

DATE: 10/21/2013



Emergency Alerting and Notification Software as a Service Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Everbridge

**EMERGENCY NOTIFICATION SYSTEM
SOFTWARE AS A SERVICE CONTRACT
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EMERGENCY NOTIFICATION SYSTEM SOFTWARE AS A SERVICE CONTRACT

THIS EMERGENCY NOTIFICATION SYSTEM SOFTWARE AS A SERVICE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, (hereinafter referred to as "VITA") and Everbridge (Supplier), a corporation headquartered at 500 N. Brand Blvd., Suite 1000, Glendale, CA 91203, to be effective as of May 14, 2013 (Effective Date).

1. PURPOSE

The purpose is to provide an Emergency Alerting and Notification System Solution for the Commonwealth and all public bodies. The Solution presented to VITA will be in the form of Software as a Service (SaaS). This Contract sets forth the terms and conditions under which Supplier agrees to provide the Licensed Services, including access to the Application(s), and any related products and services to the Authorized Users and to any Application Users as required by such Authorized Users.

2. DEFINITIONS

A. Acceptance

Successful performance of the Application and Licensed Services, and if authorized by the Contract, successful performance of the related optional Services, at the location designated in the applicable Statement of Work, or completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in the applicable Statement of Work and applicable order.

B. Agent

Any third party independent agent of any Authorized User.

C. Application

The software programs in object code and other related data, including intellectual data, proprietary information and Documentation contained and applicable to the Licensed Services hosted and supported by Supplier under this Contract, as described in Exhibit A, including any Updates, enhancements, and replacements to the Application.

D. Application Users

Application Users shall include, as specified in the applicable order, employees of an Authorized User, independent contractors engaged by an Authorized User, or entities contracting with an Authorized User for services, as well as customers, suppliers, members of the general public, and other entities with whom an Authorized User may find it necessary or desirable to process or communicate electronically in pursuit of its business.

E. Authorized Users

All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

F. Business Day/Hour

Normal operating hours for the Commonwealth of Virginia: Monday-Friday, 8 a.m.-5 p.m. Eastern Standard/Daylight Time, unless otherwise specified on the applicable Statement of Work, excluding Commonwealth-designated holidays.

G. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

H. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order or SOW issued hereunder.

Any information provided by an Application User which type of information is designated by the Authorized User as “Confidential” or “Proprietary” or which information is otherwise reasonably identifiable as the confidential or proprietary information of the Application User providing such information.

I. Content

Any data, including the selection, arrangement and organization of such information or data, entered, uploaded to the Application, or otherwise provided to Supplier by Authorized User or by any Application User, and any software and related documentation, from whatever source, provided by Authorized User to Supplier in connection with this Contract.

J. Documentation

The Supplier’s user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and Updates describing the Application, Licensed Services and Supplier Product provided to Authorized User, in printed and/or electronic form.

K. Electronic Self-Help

Any use of electronic means to exercise Supplier’s license or service termination rights, if allowable pursuant to the Contract, upon breach or cancellation, termination or expiration of this Contract or any order placed hereunder.

L. Licensed Services

The operation of the Application and the necessary operating system software, hardware and utilities on Supplier’s host computer system, furnishing Supplier Product to Application Users, storing Content and making the Application, Content, and Supplier Product available to Application User(s) via the Web Site, as more fully described in Exhibit A.

M. Party

Supplier, VITA, or any Authorized User.

N. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Licensed Services and Application as set forth in the applicable Statement of Work, Exhibit A and such other parameters, characteristics, or performance standards that may be agreed upon in writing by VITA and Supplier or the Parties to an order issued hereunder.

O. Statement of Work (SOW)

Any document in substantially the form of Exhibit D (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing the Licensed Services, including access to the Application(s), to an Authorized User and its designated Application Users which, upon signing by both Parties, shall be deemed a part of this Contract.

P. Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

Q. Supplier Product

Supplier’s proprietary reports, information and data made available to Authorized User and its Application Users as part of the Licensed Services.

R. Update

As applicable, any update, modification or new release of the Application, Documentation or Supplier Product that Supplier makes generally available to its customers at no additional cost. Updates do not include minor patches or fixes.

S. Web Site

The Internet site operated by Supplier to provide access to the Application, with the Uniform Resource Locator (URL) specified in the applicable SOW (or any successor URL(s)).

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of two (2) years. VITA may, in its sole discretion, extend this Contract for up to three (3) additional one (1) year periods after the expiration of the initial two (2) year period. VITA will issue a written notification to the Supplier stating the extension period not less than thirty (30) days prior to the expiration of any current term. Performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until Supplier has completely rendered the Licensed Services pursuant to such order or SOW.

B. Scalability

VITA or an Authorized User may make a written request to increase or decrease the scope (e.g., number of USERIDs) of Licensed Services ("revised usage") under a Statement of Work. The revised usage shall be effective not more than one (1) business hour following the request. Pricing for the revised usage of Licensed Services shall be calculated as provided in Exhibit B and shall be prorated on a daily basis for remaining portion of the current monthly billing period. For purposes of this provision, a written notice may include an e-mail or the use of a Supplier-provided provisioning website by an Authorized User's designated administrator.

C. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason. Upon termination, the Authorized User, as applicable, will pay Supplier the fee for all services rendered and deliverables provided by Supplier and accepted by the Authorized User prior to the termination effective date. In addition, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit for resolution any contractual dispute or order dispute to VITA, or any dispute regarding an order terminated by an Authorized User to such Authorized User, according to the terms of the Dispute Resolution Section of this Contract.

D. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder..

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default.. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order or SOW, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order or SOW, in whole or in part. Any such termination shall be deemed a Termination for Breach or Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352, or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

E. Termination for Non-Appropriation of Funds

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate any order or SOW, in whole or in part, or an Authorized User may terminate its order or SOW, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

F. Termination by Supplier

Supplier may not terminate this contract. Individual orders placed under the contract may be terminated by the Supplier upon ninety (90) days prior written notice to the other party and in accordance with §2.2-4363 of the Code of Virginia. Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

Due to the business continuity needs of the Commonwealth of Virginia and its citizens, Supplier agrees that it will not unreasonably terminate any individual order placed by an Authorized User under the contract.

G. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Licensed Services rendered or Application components delivered by Supplier prior to the termination date.

In the event of a Termination for Breach or Termination for Default, the affected Authorized User(s) shall not be liable for any cost related to the terminated Contract, order, SOW, or portion thereof. Supplier shall accept return of any products or software provided to the affected Authorized User(s), and Supplier shall refund any monies paid by any affected Authorized User for Licensed Services not accepted by such Authorized User pursuant to the Contract, order, SOW, or portion thereof terminated for breach and/or default. All costs of de-installation and return of product or software shall be borne by Supplier.

H. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

I. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of our request will be

documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. DESCRIPTION OF LICENSED SERVICES

During the term of any order issued pursuant to this Contract, Supplier hereby agrees to host the Application(s) listed and described in Exhibit A and specified in such order by the ordering Authorized User on servers owned, operated, housed, and maintained by Supplier and shall make such Application(s) available to Authorized User's designated Application Users through the Internet.

Supplier has acquired any and all license rights in the Application(s) necessary and appropriate for Supplier to provide the Licensed Services as listed and described in Exhibit A for all Authorized Users. Supplier hereby grants each ordering Authorized User and its Application Users a non-exclusive, transferable, worldwide license to access and use by any method the Application during the term of the applicable order issued pursuant to this Contract. The license fee for the rights shall be as set forth in Exhibit B, and shall apply regardless of access mode.

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for Licensed Services, including access to the Application(s), or the fact that such other agreement may be presented to an Authorized User or its Application Users at the time of accessing the Application(s) ("click wrap"), the terms and conditions set forth herein shall supersede and govern licensing and use of all products and services hereunder.

5. SUPPLIER RESPONSIBILITIES

A. Standard Application Responsibilities

Unless otherwise indicated in Exhibit A, Supplier shall acquire and maintain, at no charge to Authorized User, the hardware and software required to host the Application(s). The hardware and software on which the Application(s) is hosted will be maintained in good operating condition, consistent with or exceeding generally accepted industry practices and procedures. In addition:

- i). Supplier shall maintain sufficient hardware capacity to satisfy the technical requirements and the bandwidth and required storage capacity indicated in Exhibit A.
- ii). Supplier shall be responsible for all telecommunication connections from the server hosting the Application to the Internet.
- iii). Supplier may collect user-specific data only as necessary to provide the Licensed Services ordered by an Authorized User. No information regarding any Authorized User or any Application User shall be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of the Contract.
- iv). The Application will be made available to Authorized User and/or designated Application Users, as specified in the applicable SOW, twenty-four (24) hours a day, seven (7) days a week ("Uptime") less Excusable Downtime. For the purposes of this Contract, "Excusable Downtime" is defined as that period of time when the Licensed Services are not available to Authorized User or its Application Users due to scheduled network, hardware or service maintenance and/or upgrades. Except in cases of emergency, Authorized User shall be provided a two (2) business day advance notification of such maintenance and/or upgrade. In cases of emergency, Supplier will use its best efforts to notify Authorized User of a planned Downtime as soon as practicable. Maintenance or upgrades are not to exceed thirty-six (36)

hours in duration in a single month and cannot occur Monday through Friday, between the hours of 6:00 a.m. and 8:00 p.m. Eastern Time.

- v). Excusable Downtime shall not include (i) an electronic hardware failure, (ii) a failure in the Supplier's Application, (iii) an electric utility failure at Supplier's facility where the Application is hosted, or (iv) a network failure up to, but not including, the interconnection point of Supplier's network to the public switched telephone network.
- vi). Supplier guarantees the Application will be available for use at least ninety-nine percent (99%) of the total time during each month, excluding Excusable Downtime.
- vii). If non-Excusable Downtime exceeds the parameters listed above, Supplier will credit to Authorized User the total recurring fees that would otherwise be owed by Authorized User under this Contract during the month of such failure. Such credit will be issued in the month immediately following the failure.
- viii). Supplier may be requested by an Authorized User to provide information of planned change(s) or Update(s) to the Application; its functionality; Content storage/ backup/disaster recovery, including physical location; security architecture, features or settings. The planned changes or Updates include any change(s) that would potentially impact the secure and efficient use of the Application, as understood and agreed to between Supplier and VITA at Contract award. The purpose of this notice is to allow sufficient time for Supplier and VITA to discuss any technical/functional considerations and/or changes that would require action by the Commonwealth.
- ix). Supplier is responsible for documenting and maintaining any customizations made for operational use of the Application and/or for interoperability use with other systems or applications used by an Authorized User and paid for solely by Authorized User. The associated technical data, code, documentation and other necessary information about such customizations shall be provided by Supplier to Authorized User within ten (10) business days of the customizations' operational use. Supplier shall be required to routinely transfer knowledge regarding the Application and Licensed Services, including Updates and all material changes, to Authorized Users in a reasonable manner to ensure proper and efficient use of Application and Licensed Services without degrading performance thereof.

In addition, and at no additional cost to Authorized Users, Supplier shall provide access to additional Updates, features, and functionalities of the Application as are provided by Supplier to other customers of Supplier who require functionality similar to that of the Application provided to Authorized Users. All such additional features and functionality, where reasonably necessary, shall be accompanied by updated Documentation, whether in hard copy format or distributed electronically via email or the Supplier website. Notwithstanding the provisions of this Section and except as agreed to in writing by VITA and Supplier, nothing in the Contract shall oblige Supplier to undertake any modifications to the Application, and all such modifications are at Supplier's sole discretion whether suggested by an Authorized User or another party.

B. Ancillary Responsibilities

Supplier shall, throughout the term of this Contract, make available such resources, including Supplier personnel, as are reasonably required to: (i) train designated Authorized User personnel in the use of the Application; (ii) develop modifications to the Application as agreed by VITA and Supplier in any exhibit hereto or as agreed in any order issued hereunder; and (iii) otherwise support the Application as provided under this Contract and any exhibits hereto or as agreed in any order issued hereunder.

C. Subcontractors

It is understood that Supplier may utilize subcontractors to provide integral components of the Licensed Services and Application; however, except for those so named at time of Contract award, Supplier shall not use new or replacement subcontractors to perform or provide integral components of the Licensed Services or Application during performance of this Contract without advance written notification to and approval by VITA.

Supplier is responsible for the performance of its subcontractors used in providing any portion of the Licensed Services or Application. Additionally, Supplier is responsible for its subcontractors' compliance with the terms and conditions of this Contract.

If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any Services pursuant to such order or SOW to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract with any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

6. AUTHORIZED USER RESPONSIBILITIES

Unless otherwise agreed and as applicable, Authorized User or its Agent, or an Application User, will be responsible for input of Content into Supplier's Application and Authorized User or its Agent will be responsible for keeping said Content current and accurate. Supplier will have no responsibility for assisting Authorized User in creating, modifying or inputting the Content, unless specified in Exhibit A.

If Supplier issues unique USERIDs and passwords to an Application User:

- i). Authorized User is responsible for protecting said passwords and for any authorized and unauthorized use made of the passwords. Authorized User will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity related to unauthorized use of the Licensed Services.
- ii). Authorized User shall have the right to add, change access for, or delete USERIDs at its sole discretion, subject to providing written request to the Supplier, as provided under 3.B. Authorized User shall designate Administrators who will be authorized to add, change access for or delete USERIDs.
- iii). Upon notification by Authorized User of an Application User's deletion, Supplier shall remove said Application User from its server within one (1) hour of receipt of such notification. If Supplier fails to make such a deletion, Authorized User shall not be held liable for any charges or damages incurred due to use of the unauthorized USERID.

7. CONTENT PRIVACY AND SECURITY

Supplier shall provide a secure environment for Content and any hardware and software, including servers, network and data components provided by Supplier as part of its performance under this Contract. Supplier shall provide a secure environment for Content and any hardware and software in accordance with VITA's Security Standards located at:

<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs> in order to prevent unauthorized access to and use or modification of, and to protect, the Application and Content. Supplier agrees that all Content of Authorized Users is intended solely for the business of the Authorized Users and is considered private data. Therefore, Supplier shall, at a minimum, implement the following procedures designed to protect the privacy and security of Content:

- i). User identification and access controls designed to limit access to Content to Application Users;
- ii). External connections to the World Wide Web which will have appropriate security controls including industry standard intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the firewall maintained by Supplier;
- iii). Industry standard firewalls regulating all data entering Supplier's internal data network from any external source which will enforce secure connections between internal and external systems and will permit only specific types of data to pass through;
- iv). Industry standard encryption techniques which will be used when Content is transmitted by Supplier on behalf of Authorized User;
- v). Physical security measures, including securing all Content on a secure server, in locked data cabinets within a secure facility located within the United States. Access to facilities housing the Application and Content restricted to only allow access to personnel and

- agents of Supplier who have a need to know in connection with operation and support of the Application;
- vi). A backup of Content, for an orderly and timely recovery of such data in the event that the Licensed Services may be interrupted. Unless otherwise described in a Statement of Work, Service Provider shall maintain a backup of Content that can be recovered within two (2) hours at any point in time. Additionally, Service Provider shall store a backup of Customer Data in an off-site "hardened" facility, located within the continental United States no less than daily, maintaining the security of Customer Data, the security requirements of which are further described herein.
 - vii). Supplier agrees to maintain all metadata associated with any original Content submitted into the Application by an Authorized User for easy retrieval and access within two (2) hours at any point in time.
 - viii). Supplier agrees to partition, in aggregate for this Contract, all Content submitted into the Application by an Authorized User in such a manner that it will not be impacted or forfeited due to E-discovery, search and seizure or other actions by third parties obtaining or attempting to obtain records, information or Content for reasons or activities that are not directly related to the business of the Authorized User.
 - ix). Supplier agrees to maintain and follow a disaster recovery plan designed to maintain Application User access to the Application and Licensed Services, and to prevent the unintended destruction or loss of Content; and which plan, unless otherwise specified herein, shall provide for daily back-up of Content and archival of such Content at a secure facility located within the United States. The disaster recovery plan shall provide for and be followed by Supplier such that in no event shall the Application, Licensed Services, Supplier Product and/or Content be unavailable to any Application User for a period in excess of twenty-four (24) hours;
 - x). Supplier agrees that during the term of this Contract, Supplier will retain Authorized Users' Content for the full term of the Contract.
 - xi). Supplier, and through Supplier, its employees, agents and subcontractors, shall immediately notify Authorized User, of any degradation, confirmed breach or breach of Content and Application privacy or security in any systems supporting the Licensed Services. Upon completion of an investigation by Supplier, Supplier shall submit a security investigation report to VITA if requested.
 - xii). Supplier shall, at all times, remain compliant with the privacy and security requirements mandated by federal, state and local laws and regulations.
 - xiii). Supplier shall ensure performance of a SOC II audit* at least once annually of Supplier's environment. Upon request from VITA (not more than once annually), Supplier shall provide VITA with a copy of Supplier's final SOC II audit* report. Supplier shall also assist VITA in obtaining the current SOC II audit* report from any third-party providing services to Supplier, if said third-party services involve the processing or storage of Authorized Users' Content.
 - xiv). Supplier's failure to comply with the provisions in items (i) through (xiv) shall constitute a breach of this Contract.
 - xv). Within fifteen (15) business days after the expiration or termination of this Contract, Supplier shall confirm in writing to Authorized User and VITA that all Content has been removed from all systems where the Content resided during performance of this Contract in a manner that complies with and/or exceeds the Commonwealth Data Removal standard located at the following .URL: http://www.vita.virginia.gov/uploadedFiles/Library/PSGs/Data_Removal_Standard.pdf, provided, however, that Supplier shall retain any such Content data that remains on back up tapes in the ordinary course of business. The written confirmation shall include (i) sufficient detail describing the processes and procedures used in removing the Content, (ii) information about the locations of where it was removed from within the Application and

- storage and other locations, and (ii) the date the removals were performed. All metadata, in its original form, shall be returned to the respective Authorized User(s).
- xvi). Authorized Users of this Contract agree to notify Supplier of any degradation, potential breach, or breach of the Content and Application privacy or security as soon as possible after discovery. Authorized Users further agree to provide Supplier the opportunity to participate in the investigation of the reported situation.
 - xvii). Regular training for Supplier personnel regarding the security and data recovery programs referenced in this Section;
 - xviii). Regular testing of the systems and procedures outlined in this Section; and
 - xix). Audit controls that record and monitor Application and Licensed Services activity continuously.

8. PROPRIETARY RIGHTS

A. Supplier's Proprietary Rights

Except as otherwise stated herein, the Licensed Services (including without limitation, the Application and Updates, and Supplier Product, except to the extent that Supplier Product contains Content) and Documentation are the sole and exclusive property of Supplier and its licensors. All modifications, enhancements, Updates, and translations of the Licensed Services shall be deemed a part thereof.

B. Authorized User Requirements and License Restrictions

Except as otherwise provided in this Contract or as provided by law:

- i). Authorized User will use commercially reasonable efforts to ensure that Application Users comply with all of the terms and conditions hereof.
- ii). Authorized User shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any of the software comprising or in any way making up a part of the Application.
- iii). Authorized User shall not directly or indirectly copy or reproduce all or any part of the Application, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization, without prior written permission from Supplier; provided, however, an Authorized User may reproduce and distribute any Application output generated from the relevant Authorized User Content, and an Application User may reproduce and distribute any Application output generated pursuant to the permissions set forth in the applicable Authorized User's order.
- iv). Authorized User shall not rent, lease, sublicense, resell for profit, loan, distribute, network or modify the Application or Supplier Product or any component thereof, provided as part of the Licensed Services, except as otherwise authorized by Supplier. However, an Authorized User may reproduce and distribute any Application output (e.g., reports) generated by Authorized User using the Application, and an Application User may reproduce and distribute any reports or output generated by the Application User using the Application and pursuant to the permissions in the applicable Authorized User's order.
- v). Authorized User shall only use the Application and Supplier Product in the normal course of business, in connection with, and as part of, the Licensed Services.
- vi). Authorized User shall not attempt to gain unauthorized access to the Application or Licensed Services, other user accounts, computer systems or networks connected to the Licensed Services;
- vii). Authorized User shall not remove, obscure or alter Supplier's proprietary notices, disclaimers, trademarks, or other proprietary rights notices of any kind affixed or contained in the Application or Licensed Services or any written or electronic report, output or result generated in connection with the Licensed Services;
- viii). Authorized User shall take reasonable care not to, and shall not intentionally or knowingly, use the Application to post, transmit, distribute, store or destroy any information: (i) in

violation of any applicable law, statute, ordinance or regulation; (ii) in a manner that shall infringe the intellectual property rights of others; (iii) that is defamatory or trade libelous, or (iv) that contains any Computer Viruses.

- ix). Authorized User shall not use the Application or Licensed Services for any illegal, obscene, offensive or immoral purpose.

C. Authorized User Proprietary Rights

Except as otherwise stated herein and with the exception of any applicable third-party rights, Content and any customizations made for Authorized User's operation of the Application or for interoperability with other Authorized User's systems or applications paid for by the Authorized User, are and shall remain the sole and exclusive property of Authorized User, including all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary property rights thereto. Additionally, all right, title and interest in and to any Content or customizations relating to Authorized User's business shall remain the property of Authorized User, whether or not supplied to Supplier or uploaded into the Application. Nothing in this Contract shall be construed as conveying any rights or interest in Content or customizations to Supplier. Upon termination of an order issued hereunder, Supplier agrees to either provide the Content and customizations to the applicable Authorized User, or, at such Authorized User's request, certify in writing that said Content and customizations in all formats, have been destroyed.

9. TRANSITION ASSISTANCE

Upon execution of an order or SOW pursuant to this Contract, Supplier and Authorized User will develop a transition plan ("Transition Plan") detailing each Party's respective tasks for the orderly transition and migration of (i) all Content stored by Supplier pursuant to such order to Authorized User's archive and/or to a system or application maintained by Authorized User or a third party application service provider and agreed in writing by Authorized User and Supplier, (ii) the Application and Licensed Services to Authorized User or a third party service provider when such transition and migration to occur upon termination or expiration of the Contract or the order or SOW.

At a minimum, the Transition Plan shall provide that upon expiration or termination of this Contract or the applicable order or SOW for any reason, Supplier will return all Content in its possession to the Authorized User in a format accessible without the use of Supplier's Application. In addition, Supplier will, at Authorized User's option, continue to provide Licensed Services for up to six (6) months after the date of expiration or termination of such order or SOW in order to facilitate Authorized User's transition to a new service provider; provided, however, that Supplier shall be compensated in accordance with the annual rates set forth in this Agreement, prorated for six (6) months.. Supplier shall also provide such reasonable assistance as may be requested by Authorized User to effectuate such transition.

Supplier shall, within thirty (30) days of expiration, completion, or termination of this Contract or order or SOW issued hereunder, provide to all affected Authorized Users a complete set of all Content provided to Supplier by the relevant Authorized User and/or its Application Users and stored by the Application on behalf of such Authorized User provided, however, that Supplier shall retain any such Content data that remains on back up tapes in the ordinary course of business. Supplier's failure to do so shall constitute a material breach of this Contract and, in addition to the remedies set forth in this Contract, VITA or the affected Authorized User may exercise all available rights and remedies under law and equity.

The obligations set forth in this section and in any Transition Plan developed pursuant to an order or SOW issued hereunder may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide a transition plan at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall perform such obligations at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

10. COMMENCEMENT AND ACCEPTANCE OF LICENSED SERVICES

A. Licensed Services Commencement Date

The Supplier shall begin delivery of Licensed Services on the date requested by the Authorized User and agreed to by the Supplier in an order. An Authorized User may delay the Licensed Services commencement date by notifying the Supplier at least ten (10) days before the scheduled Licensed Services commencement date.

B. Acceptance

The Application shall be deemed accepted when the Authorized User reasonably determines that such Authorized User and its Application Users can successfully access and use all functionalities of the Application which Supplier is required to provide to such Users. Such Authorized User agrees to complete Acceptance testing within thirty (30) days after receiving written notice from Supplier of the ability of such Authorized User and its Application Users to access the Application, or within such other period as set forth in the applicable order. After such period, unless Authorized User notifies Supplier to the contrary, the Application shall be deemed accepted. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which will be reimbursable by such Authorized User at the then current per diem amounts set forth by the Virginia Department of Accounts and published at: <http://www.doa.virginia.gov/> or a successor URL(s). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

C. Cure Period

If during the Acceptance test period, Authorized User is unable to access the licensed functionalities of the Application, Supplier shall provide Authorized User with such access, and such Authorized User's Application Users with their required access, within seven (7) days of written notice of inability to access, or as otherwise agreed between the Authorized User and Supplier in the applicable order. Should Supplier fail to provide access to the licensed functionalities of the Application, such Authorized User may, in its sole discretion: (i) reject the Application in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Application access with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Application access while reserving its right to revoke Acceptance if timely correction is not forthcoming.

If the Authorized User and its Application Users are unable to access the licensed functionalities of the Application after a second set of acceptance tests, Supplier shall be deemed in default of the order. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Licensed Services to be provided thereunder by Supplier.

11. RECORDS AND AUDIT

Supplier shall maintain accurate records and other evidence pertaining to the costs and expenses for all Licensed Services performed/delivered under any order issued pursuant to this Contract. The records will be to the extent and in such detail as will properly reflect all direct and indirect costs associated with such order. In addition, Supplier shall maintain accurate records of the Licensed Services, including but not limited to, the "Uptime" and "Downtime" as set forth in the Supplier Responsibilities Section. Authorized User shall have the right, at any reasonable time during regular business hours after giving reasonable advance notice, to inspect and audit the records applicable to its order(s). Supplier shall preserve such records for five (5) years after termination/completion of the Licensed Services agreed to under this Contract or any order issued hereunder.

12. APPLICATION AND LICENSED SERVICES SUPPORT

At any time during the term of any order issued pursuant to this Contract, Supplier shall provide the following Application Services (including unlimited telephonic support) without additional charge to

any Authorized User in order to ensue such Authorized User and its Application Users are able to access and use the Application in accordance with the Requirements.

A. Coverage

Twenty-four (24) hours per day, seven (7) days a week, Supplier provide to any Authorized User all reasonably necessary telephone or written consultation requested by such Authorized User in connection with use, problems and operation of the Application.

B. Service Levels

After a request from an Authorized User, Supplier will respond to such request for support of Licensed Services regarding the Application and Licensed Services, including Application, Supplier Product and Documentation in accordance with the procedures identified below. In each case, Authorized User may describe the problem by telephone, facsimile or electronic mail or via a web site provided by Supplier. Supplier shall use its best efforts/commercially reasonable efforts to meet Response Time and Resolution Time and other obligations under this Contract.

Severity (Sample Problem)	Response Time	Resolution Time (Fix/work-around within)	Internal Escalation Procedure
1 (Application down)	One (1) hour	six (6) hours	
2 (certain processing interrupted or malfunctioning but Application is able to process)	Six (6) hours	twenty-four (24) hours	
3 (minor intermittent malfunctioning, Application able to process data)	Twelve (12) hours	three (3) days	

The level of severity (e.g., 1, 2, 3), shall be defined by such Authorized Users.

C. Application Evolution

Should Supplier merge or splinter the Application previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User being charged additional license or support fees in order to access the Application, to enable its Application Users to access the Application, or to receive enhancements, releases, upgrades or support for the Application.

13. SERVICE LEVELS AND REMEDIES

A. Availability

Supplier's failure to make the Licensed Services Available to Authorized User and its Application Users at least 99% of the time in any given month during the term of such Authorized User's order, excluding scheduled maintenance, shall be deemed a service level default ("Service Level Default") and Authorized User may obtain the non-exclusive remedies set forth below. For purposes of this Contract, "Available" means that Authorized User and its Application Users are able to access all features and functions of the Application and Licensed Services required by Authorized User, including but not limited to the Application and Supplier Product.

Service Level (Monthly)	Service Level Credit (Prorated Fees – Monthly)
Above 99%	0
98.99 – 97%	10%
96.99 – 95%	25%
94.99 – 93%	50%
Below 93%	100% and, at Authorized User's sole discretion, termination of such Authorized User's order without further liability

In the event Authorized User is eligible for a 100% Service Level Credit under this Section during any given month of the term of such Authorized User's order, Authorized User may terminate such order without penalty upon written notice to Supplier and, in addition to the remedies available under this Section, receive any additional remedies set forth in the Contract.

Credits shall be applied against the next invoice. In the event a Service Level Default occurs after VITA or an Authorized User has given notice of termination pursuant to the Term and Termination section of this Contract or due to non-appropriation of funds, or Authorized User has made final payment to Supplier for the Application and Licensed Services and no further invoices shall issue as a result, Supplier shall refund to Authorized User the amount of the appropriate Service Level Credit due for the period of default.

B. Provisioning

Incremental adds, moves or reductions in the scope of the Licensed Service (e.g., USERIDs), shall be completed within one (1) business hour of a written request (including e-mail or submission to Supplier's provisioning website) from an Authorized User's designated Administrator. In the event that provisioning is not made available within one (1) business hour of the request, a credit for the incremental amount of the revision shall be applied against the next invoice for 1/30th of the corresponding pro-rated amount.

C. Reporting

Once each calendar month during the term of an order or SOW issued pursuant to this Contract, Supplier may provide Authorized User upon request with a written report that shall contain information with respect to the performance of the Application and Licensed Services. Such report, unless otherwise agreed upon by the Parties, shall be in conformity with the reporting Supplier provides to its other customers utilizing an application and licensed services identical or similar to the Application and Licensed Services provided to the Authorized User. Representatives of Supplier and Authorized User shall meet as often as may be reasonably requested by either Party, but no less often than once each calendar quarter, to review Supplier's performance of Licensed Services and the performance of the Application and to discuss technical plans, financial matters, system performance, service levels and for any other matters related to this Contract. . Authorized User may independently audit the report at its expense no more than two (2) times annually.

D. Failure to Meet Service Level Commitments

In the event that such Application fails to meet the Service Levels specified herein, Supplier will: (i) promptly replace the Application with an Application that conforms to this Contract and such specifications; (ii) repair the Application, at Supplier's expense, so that it conforms to this Contract and such specifications; or (iii) refund to Authorized User all fees paid for the Application and the Licensed Services after the failure of the Application to meet the Service Levels. In the event Supplier fails to comply with these remedies, Authorized User may exercise all available rights and remedies under law and equity.

E. Escalation Procedures

[To be provided by Supplier]

14. GENERAL WARRANTY

Supplier warrants and represents to VITA the Licensed Services and the Application described in Exhibit A as follows:

A. Ownership

Supplier has the right to provide the Licensed Services, including access by any Authorized User and its Application Users, without willfully violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Licensed Services, Application, and Documentation

Supplier warrants the following with respect to the Licensed Services and the Application:

- i). The Application is pursuant to a particular Request for Proposal ("RFP"), and based on the Supplier's knowledge, believes such Application shall be fit for the particular purposes specified by VITA in the RFP and in this Contract. Supplier is possessed of superior knowledge with respect to the Application and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Licensed Services, including the Application.;
- ii). Supplier represents and warrants (i) that it shall perform the Licensed Services in conformity to the specifications set forth in Exhibit A in a professional and workmanlike manner and (ii) that the Licensed Services shall not willfully infringe any third party proprietary rights including (without limitation) any trademark, trade name, trade secret, copyright, moral rights, patents or similar intellectual property rights.
- iii). Supplier warrants that the Application and Licensed Services will conform in all material respects to the Requirements set forth in this Contract and any order or SOW issued hereunder. Supplier warrants that the Application Licensed Services will conform to the applicable specifications and Documentation, not including any post-Acceptance modifications or alterations to the Documentation which represent a material diminishment of the functionality of the Application, Licensed Services or Supplier Product. Supplier also warrants that such Application and Licensed Services are compatible with and will operate successfully when used on the equipment in accordance with the Documentation and all of the terms and conditions hereof.
- iv). The Application provided hereunder is at the current release level unless an Authorized User specifies an older version in its order;
- v). No corrections, work arounds or future Application releases provided by Supplier shall degrade the Application, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;
- vi). Supplier warrants that all post-Acceptance Updates, changes, alterations or modifications to the Application, Licensed Services and Documentation by Supplier will be compatible with, and will not materially diminish the features or functionality of the Application, Licensed Services and/or Supplier Product when used on the equipment in accordance with the Documentation and all of the terms and conditions hereof.
- vii). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand and utilize fully the Application without reference to any other materials or information.

C. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Application accessed by an Authorized User or its Application Users; and the Application does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any use of or access to the Application.. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

D. Privacy and Security

Supplier warrants that Supplier and its employees, subcontractors, partners and third party providers have taken all necessary and reasonable measures to ensure that the Application, Licensed Services, Supplier Product, and any related deliverables do not include any degradation, known security vulnerabilities, or breach of privacy or security. Supplier agrees to notify VITA of any occurrence of such, to the extent it affects VITA or Authorized Users, as soon as possible after discovery and provide VITA with fixes or upgrades for security vulnerabilities within 90 days of discovery.

E. Operating System and Software Supportability

Supplier warrants that Supplier and its employees, subcontractors, partners and third party providers have taken all necessary and reasonable measures to ensure that the Application, Licensed Services, Supplier Product, and any deliverables do not have dependencies on other operating systems or software that are no longer supported by Supplier, or its Subcontractors, partners and third-party providers.

F. Access to Product and Passwords

Supplier warrants that the Application and Licensed Services, to the best of the Supplier's knowledge, do not contain disabling code or any program device or other undisclosed feature, including but not limited to, viruses, worms, trojan horses, or other code which is designed to permit unauthorized access, delete, disable, deactivate, interfere with or otherwise harm the Application, Licensed Services or the hardware or software of any Authorized User or its Application Users. In addition, Supplier warrants that Authorized User and its Application Users will be provided commercially reasonable uninterrupted access to the Application. Supplier also warrants that it will not cancel or otherwise terminate access to the Application by disabling passwords, keys or tokens that enable continuous use of the Application by the Authorized User and its Application Users during the term of this Contract or any order or SOW issued hereunder. Supplier further warrants that the Application and Licensed Services are compatible with and will operate successfully on the equipment.

G. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

H. Supplier's Past Experience

Supplier warrants that Supplier has provided the Licensed Services to a non-related third party customer of Supplier without significant problems due to the Licensed Services, the Application, or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

15. TRAINING AND DOCUMENTATION

The Licensed Service fee includes all costs for the training of two (2) Authorized Users trainer per order or SOW at an Authorized User's designated location on the use and operation of the Application, including instruction in any necessary conversion of such Authorized User's Content and data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit B.

Supplier shall deliver to any Authorized User, two (2) complete hard copies or electronic media of Documentation, as requested by such Authorized User. Any Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to,

overview descriptions of all major functions, detailed step-by-step operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised to reflect any modifications made by Supplier to the Application. Any Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Application and may duplicate such Documentation and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice.

16. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Licensed Services, including the rights of the Authorized User and its Application Users to access and use the Application(s) and any additional products and services provided hereunder, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit B, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

B. Application Demonstration

At the request of any Authorized User, Supplier shall perform a demonstration of its Application and the Licensed Services at such Authorized User's location and at no charge.

C. Statement of Work (SOW)

An SOW shall be required for any Licensed Services ordered by an Authorized User pursuant to this Contract. All Licensed Services shall be provided in accordance with the Requirements and service levels set forth herein or in the applicable SOW and at the rates set forth in Exhibit B herein. An SOW shall be of a fixed price type but may contain a cost-reimbursable line item(s) for pre-approved travel expenses which shall be reimbursable by the Authorized User in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts at <http://www.doa.virginia.gov/> or a successor URL(s).

Any change to an SOW must be described in a written change request. Either Party to an SOW may issue a change request that will be subject to written approval of the other Party, in the form of a modification to the SOW, before it becomes part of this Contract. In no event shall any SOW or any modification thereto require the Supplier to provide any products or services that are beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

An SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier's obligations with respect to Key Personnel and Project Managers shall be described in the applicable SOW. Failure of Supplier to perform in accordance with such obligations may be deemed a default of this Contract or of such SOW.

D. Ordering

Notwithstanding all Authorized User's rights to license or purchase Supplier's products or services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's products or services. This Contract is optional use and non-exclusive, and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (<http://www.eva.virginia.gov/>). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i). Purchase Order (PO): An official PO form issued by an Authorized User.
- ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Licensed Services and products or services related thereto and available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

E. Invoice Procedures

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Licensed Services have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order. Payment for Licensed Services shall be annual in advance unless otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit B. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit B, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). Dates during which Supplier provided the Licensed Services to the Authorized User
- ii). Quantity, charge and extended pricing for each Licensed Service
- iii). Applicable order date
- iv). This Contract number and the applicable order number
- v). Supplier's Federal Employer Identification Number (FEIN).

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

F. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until items or milestones have met Acceptance criteria. Charges for Licensed Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over-bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over billing continues.

In the event an Authorized User does not receive or have access to the applicable Documentation, payment shall not be due until the required Documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. If such charges remain in dispute, such dispute shall be

resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net thirty (30) days after Acceptance.

17. REPORTING

Supplier is required to submit to VITA the following monthly reports:

- Report of Sales; and
- Small Business Subcontracting Report

These reports must be submitted using the instructions found at the following URL:
<http://www.vita.virginia.gov/scm/default.aspx?id=97>.

Failure to comply with all reporting requirements may result in default of the Contract.

Suppliers are encouraged to review the site periodically for updates on supplier reporting.

18. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any commercial or government customer of Supplier. If Supplier enters into any arrangements with another customer of Supplier to provide Licensed Services under more favorable prices, as the prices may be indicated on Supplier's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

19. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing

Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

20. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Application or the Licensed Services, (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by the Application or any of the Licensed Services, or (vi) loss of Content provided to Supplier due to Supplier's failure to back up Content in accordance with the Contract. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Application or that the provision of Licensed Services under this Contract infringes any third party's intellectual property rights, and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by the Application or any of the Licensed Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users and their Application Users the right to continue use of such infringing Application or Licensed Services, or any component thereof; or (b) replace or modify such infringing Application or Licensed Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Application or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product or service in the event such Authorized User cannot use the affected Application. If Supplier cannot accomplish any of the foregoing within a reasonable time and at

commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Application or Licensed Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

B. Liability

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, (vi) Supplier's content privacy and security obligations, and (vii) Supplier's security compliance obligations, Supplier's liability shall be limited to twice the aggregate value of the Application and Licensed Services provided under this Contract. Notwithstanding the foregoing, Supplier shall not be liable for bodily injury, including death or property damage resulting from the failure to receive a notification through the Licensed Services. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

21. INSURANCE

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry:

Errors and omissions insurance coverage in the amount of \$2,000,000 per occurrence.

Cyber Security Liability insurance coverage in the amount of \$4,000,000 per occurrence.

22. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the

investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

VITA shall have the right to review Supplier's information security program prior to the commencement of Licensed Services and from time to time during the term of this Agreement. During the performance of the Licensed Services, on an ongoing basis from time to time, VITA, at its own expense, on at least thirty (30) days prior written notice, shall be entitled to perform, or to have performed, an on-site audit of Supplier's information security program. In lieu of an on-site audit, upon request by VITA, Supplier agrees to complete, within forty-five (45) days of receipt, an audit questionnaire provided by VITA regarding Supplier's information security program. Supplier shall implement any reasonably required safeguards as identified by any program audit.

23. IMPORT/EXPORT

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States. Unless otherwise specified in an applicable SOW, the Application and Licensed Services shall be provided and all Content stored by Supplier on servers, storage or nodes physically located in the continental United States.

24. ACCEPTABLE USE POLICY (IF APPLICABLE)

VITA and Authorized User agree to abide by Supplier's Acceptable Use Policy (AUP), as amended by the parties hereby and incorporated as Exhibit G. Because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard AUP cannot be accepted by VITA, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that:

- i. In the event of a conflict between this Contract and the AUP, the Contract shall control
- ii. In the event of a material, unilateral revision to the AUP by Supplier that substantially impairs the ability of VITA or any other public body from its lawful use of the Service, VITA shall have the option to:
 - a. request that the revision be rescinded;
 - b. request that the revision be waived as to VITA or other public bodies receiving Services under this Agreement;

If Supplier fails to a grant a request by VITA per a. or b. above, within 30 days of receiving the request, then VITA may, at its option, terminate this Contract, in whole or in part, or any order, in whole or in part, without termination liability.

25. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further

performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

26. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that are hereby incorporated by reference: <http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf> are also incorporated by reference.

The then-current contractual provisions at the following URL are required contractual provisions, required by law or by VITA, that apply to all orders placed under this Contract that are partially or wholly funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and are hereby incorporated by reference:

http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_Cs_Rev3.pdf

The then-current terms and conditions in documents posted to the aforementioned URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, changes in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit F hereto.

D. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

E. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

F. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

G. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

- i). To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.
- ii). To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

H. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise

convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, which shall not be unreasonably withheld, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

J. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

K. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

L. Survival

The provisions of this Contract regarding Content Privacy and Security, License, Warranty, Escrow, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

M. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order affected by such postponement or delay.

N. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

O. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Application or any components thereof and Licensed Services rendered or the amounts due Supplier for such services under this Contract. VITA's right to audit shall be limited as follows:

- i). Three (3) years from Software delivery or Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information.

In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

P. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

Q. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- i). Exhibit A Application and Licensed Services Requirements
- ii). Exhibit B Application Options List; Fees and Licensed Service Charges
- iii). Exhibit C Reserved
- iv). Exhibit D Statement of Work Template
- v). Exhibit E End User Licensing Agreement, as amended by License Agreement Addendum
(if applicable)
- vi). Exhibit F Certification Regarding Lobbying
- vii). Exhibit G Supplier's Acceptable Use Policy
- viii). Exhibit H Optional Services and Additional Terms and Conditions
- ix). Exhibit I Statement of Work Change Order Form

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit A, Exhibit B, any individual SOW, Exhibit H.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that the terms and conditions of such ordering agreement, or any order or SOW issued hereunder, are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

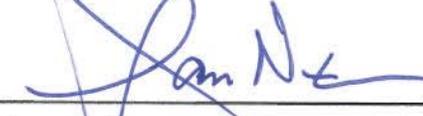
VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Everbridge

By: 
(Signature)
Name: JAIME W. ELEVARSON
(Print)
Title: CEO
Date: 5-14-2013

VITA

By: 
(Signature)
Name: SAM NIXON
(Print)
Title: CIO
Date: 5.14.13

Address for Notice:

300 North Brand Blvd
Suite 1000
Glendale, CA 91203
Attention: Cinta Putra

Address for Notice:

Attention: Contract Administrator

Exhibit A
Application and Licensed Services Requirements

	Description
5.1	General
5.2	Technology Features & Function
5.3	Administrative
5.4	Security
5.5	Training & Support

5.1 General		A	B
5.1.1	<p>Does your Solution comply with all current COV ITRM Policies and Standards, as applicable, found at: http://www.vita.virginia.gov/library/default.aspx?id=537</p> <p>If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.</p>	Yes, Partial	<p>Everbridge complies with all included policies with the exception of the "Applications Domain Open Source Software". While Everbridge leverages some software applications considered as open source (such as a highly customized implementation of Redhat Linux or the MongoDB system), Everbridge custom develops all aspects of our notification platform and services. Because of this, we do not expose source code to our clients at any time. Furthermore, a major difference between traditional software offerings and Software As A Service solutions (such as Everbridge) is that source code cannot be easily leveraged without huge infrastructure costs to duplicate the notification environment. With these costs in mind, Everbridge would provide clients enough time to transition to another provider before operations would cease, thereby eliminating the need to share source code.</p>
5.1.2	<p>Does your Solution's proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at: http://www.vita.virginia.gov/oversight/default.aspx?id=10344</p> <p>If not, please explain.</p>	Yes	<p>Everbridge complies. All data elements within the Everbridge system are related to contact information such as first name/last name/telephone numbers/email addresses/etc and physical address information (if provided). This data is used solely by our clients and within the Everbridge system for notification purposes only. Furthermore, since our clients maintain full control over all data management procedures, any data deemed sensitive or that clients simply wish not to store does not have to be uploaded to the Everbridge system for storage or use. This allows clients to strictly adhere to additional security/privacy/data standards internally.</p>
5.1.3	<p>Does your Solution provide effective, interactive control and use with nonvisual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance: http://www.vita.virginia.gov/uploadedFiles/Library/AccessibilityStandard GO V103-00 Eff 11-04-05.pdf</p> <p>(Refer to www.section508.gov and www.access-board.gov for further information)</p> <p>If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal. : (The VPAT template is located in APPENDIX C of the Accessibility Standard (GOV103-00)).</p>	Yes	<p>Everbridge conducts system development with Section 508 compliance in mind and leverages standard HTML Web control in our notification system's Web-based console. This means that as long as a functional needs individual is using a properly configured operating system and Web browser such as Internet Explorer or Firefox, they will be able to use the Everbridge mass notification system with little difficulty.</p> <p>Everbridge is currently undergoing a full review of our system and our accessibility support and we plan to have that completed and updated by Summer 2013.</p>

5.2 Technology Features & Function		A	B
5.2.1	Does your Solution provide ease of use and flexibility for end users? If yes, please explain and provide methodologies, examples and procedural steps.		Everbridge has designed the MN platform to be user friendly. The software interface is very modern and intuitive, allowing basic features to be obvious, while allowing depth and detail when desired. Our notification workflow is a perfect example. All details (message, recipients, and settings) are on a single page that can be populated with defaults that will be used for most messages. Notification templates can be deployed that can provide the content and the recipients. If a sender needs to send a message, they can select a pre built notification and send it immediately. If they need to make changes prior to sending it, they can make the changes without leaving the screen. Keeping all the other details intact allowing for the notification to be broadcast without any issues. This is an example of the layered levels of detail that allow the users to use defaults and basic settings or to go in deeper and make the platform more powerful. A major strength of the Everbridge MN platform is maintaining the detail without sacrificing the ease of use. In our past usability testing, users that were not trained on the Everbridge system could send messages in under three minutes.
5.2.2	Does your Solution provide 24/7/365 – zero downtime? If yes, please describe the methodologies and technologies used to accomplish zero downtime.	Y	Everbridge guarantees 99.99% uptime as part of our standard SLA agreement. Our internal goal is to achieve 99.999% uptime. Any vendor that claims 100% uptime is not being realistic as technology is prone to failure over long periods of time and under heavy load. Everbridge maintains an Active-Active architecture that has multiple data centers prepared to step into action in the case of a failure. All data centers have redundant feeds for data, power and cooling.
5.2.3	Does your solution have user defined message delivery hours, types of events, format, delivery Systems? If yes, please describe how those features are implemented and used by users.	Y, F	Everbridge clients may define custom Events and Subscriptions for which recipients can sign up for using the Member Portal. This allows clients to then target notifications based on whether or not the user has subscribed to the type of message or event. The format of our messages includes text or voice – or both types in combination. Additionally, clients may create rich content HTML messages for delivery to email recipients. Everbridge supports a total of 14 different device types and in our Spring 2013 release, we will support a total of 26. Finally, in relation to “delivery hours”, Everbridge has stated this for future inclusion into the notification platform in our Spring 2013 release.
5.2.4	Does your Solution include redundant servers/pathways, multiple data centers, seamless failover, “no single point failure vulnerabilities”? If yes, please explain.	Y	Everbridge’s architecture is designed to provide a true zero point of failure system. We employ two, SOC Type II, Tier 4 data centers in an Active-Active configuration for all of our test and production systems. Data is continuously replicated—maintaining our multiple data centers in sync with one another. 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.

5.2.5	Does your Solution include integration with RSS, Social Media feeds (Twitter, Facebook and Instant Messaging) and External Authentication? If yes, please describe how those features are implemented and used by users.	Y	<p>Everbridge supports a total of 14 delivery methods per member (3 phones, 4 phones with extension, 2 SMS devices, 3 email addresses, 1 TTY/TDD device, and 1 Everbridge recipient app). The paths are customizable; allowing your administrators to set up as many or as few of each type as needed.</p> <p>If the device type is not inherently supported by Everbridge Aware, oftentimes, devices such as digital display screens, sirens, RSS feeds, social networking sites, and PA systems have the ability (possibly through a vendor "e-mail gateway" or "telephony gateway") to receive a notification from the Everbridge system (via telephone call or via e-mail) and "pass" that notification to the desired target system for receipt/display on those devices.</p> <p>In our April 2013 release, Everbridge will support an HTTPS "publish" method whereby clients may post message content to any external system which supports HTTPS input/ingestion such as client web portals, social networking sites, digital displays, blog sites, RSS feeds, and any other site/technology capable of ingesting HTTPS streams.</p>
5.2.6	Does your solution include the ability to integrate and send other information from other sources (i.e. News feeds, Computer Aided Dispatch-CAD, Alerts, etc.)? If yes, please explain.	Y	<p>Everbridge Mass Notification / Interactive Visibility supports integration with web service architectures and applications clients may maintain internally using our APIs. Everbridge's API structures are JSON-based RESTful APIs which allow clients to manage contact data, generate reports, and trigger notification launches from other backend systems. Our Broadcast API requires the following elements to launch a message: who to contact, what to say to them, and how to deploy the message. Our Contact API allows the management of any data element in a contact profile. Additional details regarding our APIs are available under NDA.</p>
5.2.7	Does your Solution include cascading alerts? If yes, please explain.	Y	<p>Everbridge complies. Everbridge has developed a unique "SmartDelivery" technology which leverages multiple contact delivery paths such as telephone calls, emails, and native SMS (and many more – client defined, maximum of 14 devices today; 26 available as of Spring 2013). The Everbridge system will rotate thorough each contact device, individually, for a target recipient and seek confirmation. Once confirmation is received, it is registered with the Everbridge system and no further notifications are deployed to that contact. However, if the recipient does not confirm, 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 recipient confirms or until the Broadcast Duration and/or Contact Cycles have expired (maximum number of Contact Cycles is 10). This cascading functionality ultimately allows for a staggered effect when deploying messages, allowing the recipient to receive an understand a message without all devices "going off" at once. This process also more effectively deploys on the volume of notifications needed based on the recipients confirmation – and frees up additional capacity to notify recipients that may not have been notified yet.</p> <p>Everbridge is also currently building a cascading "escalation" function whereby if an intended recipient does not confirm receipt, another individual may be targeted with the same notification, essentially escalating it based on client defined response procedures. This functionality will be available in the Summer 2013 release.</p>
5.2.8	Does your Solution include alerting multiple devices/accounts (cell, email, headline, text, applications)? If yes, please explain.	Y	<p>The Everbridge solution is designed to contact an individual using all available contact paths. This includes mobile phones, landline phones, phones that require an extension, true SMS text messages, pagers, fax machines, our mobile member application, and other devices that can be reached via Everbridge Open including desktop alerting and other SMTP devices. Everbridge offers the contact paths that are needed to alert all people no matter what technology they hold in their hands or work around.</p>

5.2.9	Does your Solution include interoperable messaging between systems? If yes, please explain.	Y	This interoperability may easily be accomplished using our API structures. Please see the Everbridge Response to Item 5.2.6 of this worksheet for more information.
5.2.10	Does your Solution offer the ability to integrate with locality specific data bases in order to merge employee information and update the system as employee data changes? If yes, please explain.	Y	Yes, this can be conducted by exporting a CSV file from any backend data system and upload the file to Everbridge via SFTP. If a more real time or programmatic approach is desired, clients may directly integrate data management in Everbridge with internal backend data systems using our Contact API. Please see the Everbridge Response to Item 5.2.6 of this worksheet for more API information.
5.2.11	Does your Solution include mass registration, and have the ability to allow mass registration based on emergent needs? If yes, please explain.	Y	Everbridge has many ways for the Commonwealth of Virginia to effectively manage contact data. Initial mass registration. Citizen and business data can be initiated from data provided by the state or commercially available contact data. As the need arises to augment this data, the state will be able to open a member portal where citizens and businesses will be able to register additional contact paths individually. Employee and contractor data can also be handled in a variety of ways. Since these are databases that are directly maintained by the state at a number of different levels, there are many different ways to continuously update the contact data. These options can include any combination of scheduled uploads, automation and additional opt-in information. Everbridge's solutions for this will help shape a strategy that will meet the needs of the Commonwealth.
5.2.12	Does your Solution include an Open API (Application program interface) ? If yes, please explain.	Y	This minute Everbridge is able to offer the ability to interface with systems such as Computer Aided Dispatch systems via our existing API tools also known as Everbridge Open. Everbridge currently has dozens of direct integrations with CAD systems to include Intergraph, Motorola, New World Systems, and many others. Everbridge provides two levels of support when clients choose to leverage the Everbridge APIs. Should the client choose to develop the middleware application (which interfaces the backend system with the Everbridge API), Everbridge provides developmental support and a test environment for development purposes. Should the client choose to leverage Everbridge Professional Services for the development of the middleware application, Everbridge provides detailed consultation with the client, determines the scope of work, the timeframe of development, and delivery date. Once the feature set and scope of work are agreed upon with the client, Everbridge Professional Services will complete the development and deliver the integration to the client.
5.2.13	Does your Solution include the ability to easily send messages to single users and create small "on the fly" groups? If yes, please describe how those features are implemented and used by users.	Y	Everbridge allows for messages to be sent to individuals, pre-defined groups, rules (smart groups made from criteria), or by selection using a mapping interface. The "on the fly" groups can be made from the maps or using the rules. Once these "on the fly" groups have been sent a notification the same group can be used by sending a followup message from the notification history.
5.2.14	Does your Solution offer scheduled messaging (short/long term) ? If yes, please explain how does it handle reoccurring events or scheduled events over a long period of time.	Y	Everbridge allows you to schedule notifications for a time in the future. This can be set to be done daily, weekly, monthly, or yearly. It can be selected to be bi-weekly, tri weekly, bi-monthly, etc. This tool allows you to indefinitely schedule notifications in the future. These broadcasts will be automatically initiated when the programmed time is reached.

5.2.15	Does your Solution include the ability to sign up via phone (<i>text sign up</i>) for those without computers (<i>typically with a 5 or 6 digit code</i>)? If yes, please explain.	Y, Partial	Yes, Everbridge clients have full access to all contact data stored within the client's ORG in the system. Because of this, clients are able to take telephone calls from citizens or personnel who may not have access to computers and simply add them to the Everbridge platform at any time (this includes adding new contacts, editing existing contacts, or deleting contacts). Many clients define a Hotline or Service Center to take such calls and define new contacts as needed. Everbridge is also exploring the ability for users to sign up via text messages – however, this functionality is not available at this time.
5.2.16	Does your Solution include subscriber verification during registration process (<i>double opt in</i>) with confirmation email and test message? If yes, please explain.	Y	Everbridge has many ways to verify subscriber information. The first is through the creation of a login that the user can access at any time in order to enter the system and verify their data. This is part of the member portal process, users will not submit information that they cannot read and verify. A system test can be performed by the state. This will verify the contact paths for each of the recipients. The administration is also able to run a report that will give information about all registered users. This can include information regarding their registration status in the member portal. The flexibility in the Everbridge system allows you to choose which methods to use.
5.2.17	Does your Solution include integration and use of ESRI products, Google Maps, analytics and other Google tools? If yes, please explain.	Y	The Everbridge Universe utilizes both ESRI and Google Maps. You are able to use existing or Everbridge geo coding to map all addresses to the Universe. It is possible to upload a library of ESRI shape files (.ZIP) or Google shape files (.KML) to use as a basis for targeting notifications. This shape files can come from existing data, or can be created using ARCGIS or Google Earth. They can also be drawn in the Everbridge platform and saved. The versatility in this area allows you to choose the tools that fit your needs the best.
5.2.18	Does your Solution include voice alerting capability with multiple languages? If yes, please explain.	Y	Everbridge supports text to speech in 13 languages. They include, Danish, Norwegian, English (U.K.), Portuguese, English (U.S.), Russian, French, Spanish (Europe), German, Spanish (Latin America), Italian, Swedish, Japanese. The languages are not translated automatically, this is a deliberate choice by Everbridge. Automatic translations can be very useful for basic communications, however during critical communications small differences in literal translations can have dire consequences. Messages should always be professionally translated prior to transmission.
5.2.19	Does your Solution include calendar functionality (<i>Date picker, WYSIWYG</i>)? If yes, please explain.	Y	Everbridge allows clients to schedule notifications to execute in the future and on a recurring basis by using a calendar based "date picker" in the notification creation process. Everbridge is currently investigating calendaring functionality in regards to managing shift based notification deployments. However, this functionality is not currently on the roadmap at this time.
5.2.20	Does your Solution include desktop view for administrator and end user – user defined with multi image (<i>alerting, tracking log</i>)? If yes, please explain.	Y	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. Each of these roles has defined access controls that can be customized, creating roles that meet the needs of the Commonwealth.

5.2.21	Does your Solution offer the ability to deliver messages across multiple network segments simultaneously in order to eliminate messages from being classified as Spam? If yes, please explain and describe all carrier agreements currently in place.	Y	Yes, Everbridge encourages clients to leverage multiple modes (devices/networks) of delivery to increase the chances of reaching target recipients during emergency situations. From a "spam" perspective, customers may choose to add the Everbridge domain servers and IP addresses to their internally managed e-mail "Whitelists". Adding the Everbridge e-mail server addresses into an internal "Whitelist" will ensure the customer e-mail server will accept all inbound SMTP e-mail messages from the Everbridge system. Furthermore, Everbridge is not listed on any e-mail Blacklist which would prevent the deployment of STMP e-mail messages (through the internet) as part of any notification. Everbridge is also a "registered content provider" for deploying SMS messages. This reduces the chances of mass notifications which leverage SMS technology of being flagged as "SPAM" and discarded by the carrier network.
5.2.22	Does your Solution include the ability to send alerts via multiple platforms to include: BlackBerry, iPhone and Android, solution may include an "app" developed or other "mobile interface"? If yes, please explain.	Y	Everbridge offers a Mobile Manager Application for the iOS and Android platforms that can be downloaded for phones and tablets from the appropriate app store. Windows Phone and BlackBerry (and any other mobile device) will be supported via a mobile website that can be used to initiate a broadcast. These applications and websites are designed to operate under sub-optimal network conditions (2G, EDGE, 3G), to allow them to initiate a broadcast in a congested network. The applications are built natively and give most functionality that is available in the platform.
5.2.23	Does your Solution include the ability to develop quick alert templates customizable by the administrator? If yes, please explain.	Y	Notification Templates allow clients to define more of the notification beyond the message content. Notification Templates can be created to include the type of notification (Standard, Polling, or Conference), the message content (both voice and text), the target audience, and the deployment options. These values represent the required elements to launch a notification and can all be saved as part of the Notification Template, which allows for immediate launch from the system as needed. However, many times clients will not know all values associated with a Notification Template. For example, a client may know what the message content needs to include (such as a Road Closure message) and how to deploy the notification (devices to target, etc). However, what the client may not know is the name of the street to be closed or the target population until the street is actually set for closure. Everbridge Notification Templates can be defined to address situations like this as well, allowing clients to define the known elements to send the message (what to say, for the most part) and how to deploy the notification, but leave elements that are unknown (such as the target population and street name) undefined in the template. In this case, when the Notification Template is launched, only small variables need to be updated to successfully deploy the message to the desired target audience.

5.2.24	Does your Solution include information sharing with integration into ESI WebEOC, HSIN, CAPWIN, LEO.GOV through API or other methods? If yes, please explain.	<p>Integrations with client internal systems or CAP systems may be accomplished using our Broadcast API structure as defined in the Everbridge Response to Item 5.2.6 of this worksheet. In our Spring 2013 release, Everbridge is introducing "publish" notification functionality to deploy messages by authorized clients to IPAWS/CMAS.</p> <p>Authorized clients, such as government entities, will need to provide their COG ID (Common Operating Group ID), the Common Name (Logon Name), and the digital certificate provided by FEMA within the settings of the Everbridge system. Once this information has been provided, clients are able to send notifications and include the "publish" to IPAWS/CMAS as a deployment option – or simply target IPAWS/CMAS separate from any other target population.</p> <p>When sending to IPAWS/CMAS, additional fields are required (and specified) by FEMA to successfully launch the message. These fields include the Sender Agency Name (text), Event Name (dropdown), Message Status (dropdown), Message Type (dropdown), Message Category (dropdown), Urgency (dropdown), Severity (dropdown), Certainty (dropdown), Expiration Date (date field), Region Code (text), and the Message to the Public (text, max 90 characters). All fields and specifications are designated by FEMA. Once all elements have been provided and the message is sent, the Everbridge system sends a CAP formatted message to the IPAWS/CMAS gateway on the client's behalf to notify the public within their outlined jurisdictional areas.</p> <p>Everbridge also provides a "training mode" for IPAWS/CMAS notifications, whereby clients may train their message initiators on the usage of the IPAWS/CMAS functionality without actually sending a message to the IPAWS-CMAS gateway.</p>	Y
5.2.25	Does your Solution include product upgrade schedules with detailed frequency of releases and a current product development roadmap? If yes, please explain.	<p>Everbridge has a product roadmap that includes a quarterly upgrade cycle. Our development teams in the US and Asia are constantly implementing new features. Our spring and summer releases are adding versatility and communication across organizations. Our development budget is aggressive keeping us as the leader in the Mass Notification market.</p>	Y
5.2.26	Does your Solution include a recommendation for options such as cloud computing, hosted, locality specific system, virtual or other server based solutions or a regional system? If yes, please explain.	<p>Everbridge's solution is offered to all of our clients in a hosted, Active-Active Software-as-a-Service model only. Other hosting options are not available and Everbridge does not leverage virtual machines or servers within any part of our production notification infrastructure.</p>	Y

5.2.27	Does your Solution include GIS based emergency notification utilizing ESL data, geographical point and user defined radius or other geometric alerting capabilities (Similar to Reverse 911)? If yes, please explain.		<p>In our new Mass Notification platform, Everbridge maintains our traditional targeting methods (such as Individuals, Groups, or by applying Filters), but also introduces full geographic targeting functionality. Should clients provide physical address or latitude/longitude information with the contact data set provided to the Everbridge system, those records will be automatically geo-coded and linked to a pinpoint on the map in our new Universe Tab.</p> <p>Our new Universe Tab is highly customizable, allowing clients to select the desired default map (Google, Bing, or ESR), set the default area of focus (on a specific address, landmark, or coordinate), and controlling the default level of zoom when initially accessing the map.</p> <p>Message initiators may conduct searches based on addresses, street segments, landmarks, LAT/LONG information, and geographic coordinates. Once an initial search has been conducted, Everbridge offers filtering options as well as a series of polygon tools (squares, triangles, circles, and custom defined) which enable clients to custom define "shapes" on the map as areas of inclusion/exclusion for the notification.</p> <p>GIS based notification functionality is "core" to the Everbridge system and we will be continually enhancing this functionality moving forward.</p>
5.2.28	Does your Solution offer the ability to send geographic as well as subscribed group messages, location based alerting (GPS) Geo-coding allowing users to mark location of interest during registration process for specific location notification? If yes, please explain.	Y	<p>Everbridge has always been a leader in GIS based notifications. Everbridge first added GIS notification support in 2004 as part of the SmartGIS platform. The current GIS features in Mass Notification-Interactive Visibility are the third major iteration of GIS alerting capabilities. In our Spring 2013 release, we are further enhancing our GIS capabilities to support the ability for clients to upload GIS layers of information for display within our mapping interface such as utility outlines, parcels, important landmarks, or other important assets that clients may want to view when selecting the target audience geographically.</p>
5.2.29	Does your Solution include 2 way communication w/updated reporting (evacuations, response etc.)? If yes, please explain.	Y	<p>Everbridge supports polling as a message type. This will allow for a message to be sent with a multiple choice question attached. This feature allows for an answer to be received. The administrator that is viewing the live reporting can see the results and send a follow up message to respondents with a specific answer, multiple answers, or no response. This allows for effective 2-way communication during critical incidents.</p>
5.2.30	Does your Solution include the ability to send and store video/photographs back in the system? If yes, please explain.	Y	<p>Using our Mobile Member app, clients may allow users to report text back to message initiators and include rich details such as pictures or the GPS location of the device (user) – and these can be saved by administrative users for archiving.</p> <p>Everbridge message initiators may also deploy text and attachment files (which may include pictures) to target recipients for viewing via email and our Member App. Finally, clients may define messages in templates which include photo based attachments. However, Everbridge does not provide a "storage area" or repository for the long term storage of video or photographs.</p>
5.2.31	Does your Solution include the ability to prioritize messages? If yes, please explain.	Y	<p>Everbridge allows for messages to be labeled high or standard priority. During notifications of high volume, the broadcast engine will give preference to initiating the high priority broadcasts.</p>

5.2.32	Does your Solution include the ability to deliver alerts under high demand and volume? If yes, please explain and describe your Solution's capacity and limitations to handle the high volume regarding a specific event.	Y	Everbridge delivers the industry's first and only Elastic Infrastructure Model capable of near infinite scale. This elastic infrastructure significantly increases the performance of the service, by combining the company's large pool of dedicated communication resources with a near infinite pool of on-demand resources from strategic partners. This next generation service will ensure that Everbridge can satisfy the increasing global demand for the company's notification and incident management services, which send more than 100 million messages per year for both emergency incidents and daily operational communications, to reliably protect over 30 million people.
5.2.33	Does your Solution include the ability to alert Ad Hoc groups based on participant profile information? If yes, please explain.	Y	The Everbridge system allows for an infinite number of additional information fields. These fields can be utilized to filter contacts for selection. The message initiator can use the rules to create Ad-Hoc groups that meet a set of qualifications. This is a powerful way to select the contacts you need via certifications, trainings or skills.
5.2.34	Does your Solution provide alert/notification recipients with multiple ways to see/confirm delivery of alerts? If yes, please explain.	Y	Everbridge allows notifications to be confirmed via telephone, SMS, email, and mobile application. Each of these contact paths will be notified in a predefined order. They can confirm using any method once the messages have been sent.
5.2.35	Does your Solution provide a single outbound number preferably with caller ID? If yes, please explain.	Y	Everbridge enables the caller ID of a notification call can be customized to any number desired. We have found that call recipients will often ignore a call that originates from a generic, non-local, restricted, or toll-free caller-ID number. Everbridge allows you to customize a caller ID for each notification. Different numbers can be utilized for emergency, non-emergency, and test messages. You can notify your recipients of the number that is going to be used. This will greatly increase your recipients' response rate and make your notifications even more powerful.
5.2.36	Does your Solution provide the ability to have staff notification with acknowledgement and ability to indicate availability to report? If yes, please explain.	Y	Everbridge supports polling messages. This enables the sender to initiate a notification and offer the recipient multiple response choices so they can be put into priority response groups (press 1 if you can respond in 10 mins, press 2 if you can respond in 20 mins, press 3 if you can respond in 30 mins, press 4 if you cannot respond.) Those responding with a certain message can be sent a follow up message, such as a rendezvous location.
5.2.37	Does your Solution include the ability for users to reset their own password? If yes, please explain.	Y	When users forget their password they will click a link on the login page which will send an email to their registered email address allowing them to reset and make a new password.
5.2.38	Does your Solution include a web-based system for faculty, staff, administration, students, parents and system office personnel? If yes, please explain.	Y	The Everbridge Mass Notification system fully supports a self-branded member portal for citizens, faculty, staff, admins, students, and office staff to access. Recipients are able to fully customize subscriptions, additional information fields including up to five locations, and their contact information. As the contact information is added to the member portal, it is immediately uploaded to the production system for use in a notification. This allows the system to keep your information up to date in real time. From a message initiator perspective, the primary point of access to the Everbridge system is using our web based console and a web browser which supports 256-Bit SSL/TLS security. However, Everbridge clients may also leverage our Live Operator Service and our Mobile Manager apps for iOS and Android devices to launch notifications.

5.2.39	Does your Solution offer the capability of a user hosted system? If yes, please explain.	N	A user hosted system immediately raises red flags for a mass notification system. A critical time of using such a system may be when the local infrastructure has suffered damage or is stressed. Initiating emergency calls from within the affected area will put additional stress on the infrastructure, or even worse could be totally cut off from other resources needed. For this reason Everbridge is offered as a SaaS solution that can target many different device paths, reaching the ones that are operable during a critical event.
5.2.40	Is your Solution an off-the-shelf product that uniquely integrates all of the underlying functionality to minimize development? If yes, please explain.	Y	Everbridge is a SaaS solution that is ready to go. It has been developed to integrate with existing data sources and management hierarchies. The GUI is designed to be straight forward, but powerful so that all tasks can be completed without the need to implement heavy customization. The only requirement to use the system is a modern web browser such as IE, Firefox, Chrome, Safari or Opera. There are no special plug-ins or software required. Everbridge has been designed so that it can be deployed with the Commonwealth today.
5.2.41	Does your Solution include messaging modes - system sends secure messaging to multiple endpoint devices, such as phone, PDAs, desktops, email systems, fax machines, physical security systems or public announcement systems? If yes, please explain.	Y	Yes, Everbridge supports the ability to deploy a single message to any of the supported devices types (target networks) simultaneously. All devices listed are supported directly, with the exception of PA systems (which can be targeted using a telephony or email gateway from the PA system vendor). Secure messaging in the form of "Require PIN" is being released in Spring 2013.
5.2.42	Does your Solution include a tracking system that all responses can be easily tracked and monitored in conjunction with the appropriate alerts and groups of recipients? If yes, please explain.	Y	Everbridge supplies powerful tracking tools integrated into the notification platform. It is very easy to see the responses and confirmations that have been received. They can be sorted by device path, recipient and type of response. Follow up messages can be sent quickly and easily from the same location using the responses as a guide to target the intended recipients.
5.2.43	Is your Solution based on proprietary or non proprietary technology? If yes, please explain.	Y	Everbridge owns several patents that are proprietary. The Everbridge architecture uses standard Intel-based servers, RedHat Linux servers, Oracle database technology, MongoDB technology for our application including database, applications servers, and Web servers. In addition, EMC is used for the Storage Area Network. Our applications are fully developed internally by Everbridge and any "off the shelf" products are highly customized to address our specific platform needs.
5.2.44	Does your Solution include a preference management module that enables contacts to specify message type, channel and when to receive alerts? If yes, please explain.	Y, Partial	Everbridge clients have the ability to define Delivery Methods that are most common to their environment (such as those listed in the previous requirement). It is important to understand that Everbridge offers a high degree of customization when selecting the devices to utilize for notifications, how the devices are "labeled" in the system, and the order in which those devices would be contacted (Priority). At this time, client admins may custom define priorities for individual users in the system on a per user basis. Everbridge is considering releasing user configured priorities in a future release.

5.2.45	Does your Solution include message confirmation? If yes, please explain.	Y	<p>Our SmartDelivery technology leverages multiple contact delivery paths such as telephones, emails, and native SMS (and many more – client-defined, up to 26). When a notification is sent, the Everbridge system will rotate through each contact path, individually, for a target recipient and seek confirmation. Once confirmation is received, it is registered with the Everbridge system and no further notifications are deployed to that recipient.</p> <p>However, if the recipient does not confirm (including when target networks are congested or unavailable), the system rotates to the next available contact path for that recipient and attempts to contact them again while again seeking confirmation. This process continues until the recipient confirms or until the broadcast duration and/or contact cycles have expired (maximum number of contact cycles is 10).</p>
5.2.46	Does your Solution include TDD/TTY messaging to the deaf? If yes, please explain.	Y	<p>Everbridge supports TDD/TTY as a contact path. This contact path should be selected as a default and will be initiated if a contact has a TDD/TTY device associated with their account.</p>
5.2.47	Does your Solution offer, besides recorded messages, text-to-speech? If yes, please explain.	Y	<p>Everbridge currently supports rendering of 13 languages of text to speech. This includes all aspects of the message delivered to the recipient. The result is a 100% seamless message delivered in both voice and text in the specified language. This includes the notification greeting, message content, message response options, and all corresponding call flow prompts associated with the notification delivery, including voicemail and email message response instructions.</p>
5.2.48	Does your Solution include emergency alert transmission by management and other authorized users remotely from any email account, cell phone(any platform IOS, Android, Windows, etc) , pager or other wireless device? If yes, please explain.	Y	<p>If a computer is not available to initiate a broadcast, a user can launch a group- or map-based notification from any iOS or Android tablet or smartphone. If no computer is available and no smartphone or tablet is available, a user can call into an Interactive Voice Response (IVR) system to launch a notification. In addition, we hire, train, and staff employees for our own Network Operations Center (NOC) to assist in launching broadcasts 24x7x365. A telephone with a dial tone and keypad is the only required hardware to launch a notification from anywhere at any time.</p>
5.2.49	Does your Solution include a method whereby any user, or any subset, can receive, read and respond to (acknowledge) an emergency alert, on a cell phone, email account, or a Smartphone or other capable two-way devices? If yes, please explain.	Y	<p>Everbridge supports this ability in a number of different ways. Notifications can be sent as SMS messages, emails, and through the mobile member application. These contact paths allow for a message to be delivered and confirmed. Additionally, through email and the mobile manager it is possible to respond with a polling response of a specific multiple choice.</p>
5.2.50	Does your Solution include the ability for users to select, add and manage their devices and email accounts to receive emergency notifications? If yes, please explain.	Y	<p>The Everbridge Member Portal allows users the ability to manage their own devices. The amount of control given to the users can be restricted or open fully to the members. They can add any devices that they want to be contacted through the Everbridge platform, increasing the chances that a message is received by the recipient.</p>
5.2.51	Does your Solution interface with FEMA's IPAWS (Integrated Public Alert and Warning System)/CMAS? If yes, please explain.	Y	<p>Everbridge is introducing Publish Notification functionality to deploy messages by authorized clients to IPAWS/CMAS.</p> <p>Authorized clients will need to provide their COG ID (Common Operating Group ID), the Common Name (Logon Name), and the digital certificate provided by FEMA within the settings of the Everbridge system. Once this information has been provided, clients are able to send notifications and include the Publish to IPAWS/CMAS as a deployment option – or simply target IPAWS/CMAS separate from any other target population.</p>

5.2.52	Does your Solution include the ability to set recurring messages? If yes, please explain how and what levels of recurrence.	Y	Everbridge allows you to schedule notifications for a time in the future. This is done as part of the regular messaging workflow, an option is chosen to schedule the message instead of sending it "now." This can be set to be done daily, weekly, monthly, or yearly. It can be selected to be bi-weekly, tri weekly, bi-monthly, etc. This tool allows you to indefinitely schedule notifications in the future. These broadcasts will be automatically initiated when the programmed time is reached.
5.2.53	Does your Solution readily expand to accommodate any size of data and increase in the number of devices? If yes, please explain.	Y	Everbridge delivers the industry's first and only Elastic Infrastructure Model capable of near infinite scale. This elastic infrastructure significantly increases the performance of the service, by combining the company's large pool of dedicated communication resources with a near infinite pool of on-demand resources from strategic partners. This next generation service will ensure that Everbridge can satisfy the increasing global demand for the company's notification and incident management services, which send more than 100 million messages per year for both emergency incidents and daily operational communications, to reliably protect over 30 million people.
5.2.54	Does your Solution include system upgrades at no cost to the Commonweath? If yes, please explain.	Y	The Everbridge platform is a living and always growing entity. As referenced in the most recent Gartner report, we were the clear leaders in the area of innovation. Our team is always listening to customer feedback and integrating their requests and our visions into the platform. Major upgrades are applied to the system quarterly, while minor upgrades are applied monthly. Everbridge manages the upgrade process on the production end. The Commonweath will never be charged for upgrades to the MN platform. Everbridge may release additional premium features that are available at an additional cost, choosing not to subscribe to a premium feature will not prevent use of the existing features.
5.2.55	Does your Solution allow for both Opt-in and Opt-out methods of enrollments? (For Opt-In, should allow for easy updating to reflect daily changes to membership) If yes, please explain.	Y	A powerful feature of the Everbridge platform in the Member Portal. This website can operate as an opt-in or and opt-out portal. This allows the Commonweath to instantly capture contact information that will be added to the member database immediately. There is no need to wait for an upload, information that is added to the portal is live in the system.
5.2.56	Does your Solution include direct support for Common Alerting Protocol (CAP) and Emergency Data Exchange Language (EDXL)? If yes, please explain.	Y	Everbridge is one of the only vendors in the industry to have completed all the requirements within the IPAWS environment. We are CAP 1.2 compliant and have successfully sent test notifications within the testing environment, including CMAAS notifications and Open 2.0. Please see the Everbridge Response to Item 5.2.24 of this worksheet for additional information.
5.2.57	Does your Solution support LDAP? (change notifications in Active Directory) If yes, please explain.	Y	Everbridge clients may import files from internal sources of record and authentication systems, we do not currently integrate directly into Active Directory, LDAP, or other Single Sign-On technologies for authentication due to the fact that this creates a single point of failure between Everbridge and our clients because if the client authentication environment is unavailable for any reason, it creates a situation where the emergency communication tool could be unusable. Everbridge is investigating the inclusion of a fully redundant single sign-on functionality for future version of our product suite.

5.2.58	Does your Solution include Transaction Logging? If yes, please explain.		<p>Everbridge enables active monitoring, intrusion detection, and logging of all events, on all components, within all tiers of the ACT-SaaS infrastructure. The monitoring tools consist of host-based probes that are designed to detect any activity outside of normal application traffic and performance. If a monitor detects any unusual or suspicious activity, then the monitoring tool generates an alert that is immediately investigated by our on-call support team. Production aspects captured through audit logs include user activity (individuals and administrative personnel), software processes, operating system processes, and data changes. Everbridge captures information about all access requests and attempts, authorized or unauthorized.</p> <p>Host-based process activity is logged, tracked, and monitored by Everbridge IT personnel. Changes to data in the database (add, delete, and modify) are recorded in database audit logs. Audit logs are reviewed on a regular basis to identify irregularities, to identify patterns of activity, and to ensure proper operation of the system.</p> <p>Log files are rotated regularly and are backed up daily (with the rest of the system backups). The weekly backups are sent off-site for storage for 1 year.</p> <p>Everbridge constantly reviews all aspects of the ACT-SaaS infrastructure to ensure that the system monitoring, intrusion detection, and audit logging capabilities are meeting the current security challenges in the marketplace.</p> <p>Should the on-call support team become aware of a breach or issue on the internal Corporate or SaaS network, Everbridge is able to quickly disable any part of the entire infrastructure.</p>
5.2.59	Does your Solution include a continuity of operations plan? If yes, please provide details	Y	<p>The Everbridge system is housed and maintained by some of the most technologically advanced and protected data center facilities in the world. Hardware is continuously monitored and updated as new technology becomes available. All facility space is protected using state-of-the-art fire suppression technologies, temperature controls, and fully redundant power sources such as backup UPS and diesel generators. Additionally, multiple telephony carriers are utilized to ensure system accessibility at any time. The data centers are geographically dispersed to prevent a single incident effecting all the locations simultaneously. In the event of a catastrophic failure, Everbridge maintains globally dispersed data centers that can loaded with protected backup data and continue to initiate broadcasts.</p>
5.2.60	Does your Solution include a plan for the archival of data? If yes, please provide details	Y	<p>Our magnetic media are stored and protected by an industry-leading off-site storage vendor (Iron Mountain). The vendor provides screened, bonded, and uniformed couriers. The courier travels directly to Everbridge to transfer the data and provides identification prior to transfer of the data from or to Everbridge. The media are then secured in padlocked, 22-gauge solid-steel transportation containers for prevention of physical and thermal shock. Anti-static foam provides additional security during the transfer.</p> <p>The containers are bar-coded and do not contain the Everbridge name or address. Vendor vehicles transfer the media to the storage facilities, and all materials are unloaded inside the vendor facility.</p>

5.3 Administrative		A	B
5.3.1	Does your Solution include the ability for an administrator to export document/reports, screen shots and print daily customizable reports? If yes, please explain.	Y	Everbridge MN allows for robust reporting capabilities. Account administrators maintain access to all reporting features. They can include statistics, screenshots, PDF of CSV reports. Reports can be run daily and customized with the desired data fields.
5.3.2	Does your Solution include spell check/grammar check? If yes, please explain.	Y	The Everbridge platform utilizes the spell check that is built into modern web browsers. This will work for the message body and title.
	Does your Solution include character count? If yes, please explain.	Y	Everbridge displays the character count of a text notification. This helps guide the message initiator to create a message of appropriate length to fit in a text message.
5.3.3	Does your Solution include the ability to break up longer messages into transmittable text messages into the appropriate sequence?	Y	The Everbridge platform will send SMS as segments. There is no need to worry about receiving a truncated message with vital information missing. The use of SMPP (real SMS) makes this possible.
5.3.4	Does your Solution provide reports on "receipt of" and "confirmation of alerts" by users? If yes, please explain.	Y	Everbridge MN provides detailed reporting on all notifications sent. Phone calls are logged, possible statuses include busy, hung up, confirmed, line out of service. Text messages can be confirmed via a response, emails are confirmed by clicking a link.
5.3.5	Does your Solution include real time reporting of receipt of and confirmation of alerts by user? If yes, please explain.	Y	All reports on messages are available in real-time. These results can be used as the basis for a follow up message to target recipients of a specific response.

5.3.6	Does your Solution include the following: All responses to an alert entered into an automated management report system (<i>available to show real time entries</i>) that details at a minimum who was alerted and how, who has successfully acknowledged the message and when, ID code successfully entered or not, who has not yet acknowledged the alert, any short message replies by the recipient and message delivery failure details. If yes, please explain.	Y	Everbridge has a detailed notification history tab. This really allows the administrators to see every individual response with just a few clicks. Recipients can be sorted by confirmation status, polling result, or delivery path. It is possible to make intelligent decisions quickly with the information that is provided.
5.3.7	Does your Solution include immediate online status for each alert transmission? If yes, please explain.	Y	Yes, Everbridge gives immediate feedback for every transmission that is sent. The notification history tab provides this feedback and makes it easy to see the status of a notification.
5.3.8	Does your Solution include the ability for self registered contacts to be marked as active or inactive administratively? If yes, please explain.	Y	Yes, Everbridge has additional information fields that can be used to make such a notation. These fields can be used for any information and can be given functionality through the use of rules or "smart groups."
5.3.9	Does your Solution include the ability to automatically forward reports of alerts by email? If yes, please explain.	Y	Reports can be downloaded in CSV or PDF format and sent to any email address. Everbridge is releasing our Broadcast Summary Email report in our Spring 2013 release. However, Everbridge does not deploy highly detailed reports from the system to email addresses because email is an insecure communication method and client data is considered confidential and should remain secure at all times.
5.3.10	Does your Solution include log alerts for future review and what fields are reported on? If yes, please explain.	Y	All data about alerts sent from the MN platform are retained for a period of 18 months. Reports can be generated from the stored data at any time.
5.3.11	Does your Solution include the ability for administrative control of self registration web pages? If yes, please explain.	Y	Everbridge offers a rich member portal page that grants total control to the account administrators.

5.3.12	Does your Solution allow administrators to create, edit and update self registration pages? If yes, please explain.	Y	Administrators can request any information they want from the members. This information can include addresses, contact information, subscription preferences, and other additional information that can be referenced. All fields have the flexibility to be exposed, editable, and mandatory. The options that are offered allow for a rich database to be built. Any data entered in the member portal instantly becomes part of the contact database and can be utilized for notifications.
5.3.13	Does your Solution include client side administrative capabilities? If yes, please explain the capabilities and any restrictions.	Y	With the Everbridge platform clients maintain control over their notification platform. This allows them to manage their contact database, build templates, export Clients can build a custom interface via our API offering, however it is not possible to make changes to the production platform.

5.4 Security		B	
	A	B	
5.4.1	Does your Solution comply with the Commonwealth of Virginia's Information Security Standards (SEC-501-07) and (ISO 27000)? Please explain any deviations from the standard or required exceptions.	Y	To ensure the protection of client privacy and confidentiality, we are guided by the computer security guidelines set in ISO/IEC 27002 Information Technology—Security Techniques—Code of Practice for Information Security Management. While the Everbridge system is not developed to adhere to the VITA SEC501-07 standards, these standards can be applied by VITA to all of their users of the Everbridge platform.
5.4.2	Does your Solution include an overview of the software and hardware security utilized by the system? If yes, please explain.	Y	Everbridge employs industry standards and best practices for the protection of both electronic data and other client information. Everbridge complies. Everbridge leverages CenturyLink, SOC 2 certified datacenter facilities which undergo annual security and SOC2 audits. Everbridge is the first emergency notification service provider to achieve the new SOC 2 compliance.
5.4.3	Does your Solution include secure access, encrypted data and alert authentication? If yes, please explain.	Y	the Everbridge system is a web based platform which allows our clients to notify recipients on a wide range of devices. The primary point of access to the system will be through the public internet. All communication with the Everbridge system is conducted over 256-Bit HTTP SSL connection. In regards to removable media, Everbridge backup media is encrypted using 256-Bit encryption prior to transport to our offsite storage vendor's vaulting location.
5.4.4	Does your Solution include security audits along with the results of those audits? If yes, please explain.	Y	Everbridge conducts monthly internal vulnerability scans, quarterly security internal reviews, and annual third-party security audits. All findings are documented and remediation plans developed and added to an ongoing Plan of Action and Milestones document (PoAM). These audits include procedural reviews as well as ethical hacks against our production systems. The results of the security audits can be shared under NDA.

5.4.5	Does your Solution lockout access to the system after 3 failed login attempts, for a customer determined lockout periods? If yes, please describe how this is implemented. In addition, can an administrator override this lockout? If yes, please describe how this is implemented?	Y	The Everbridge platform will lock out a user that has submitted invalid credentials. The user will need to have their account unlocked by an account administrator in order to regain access. The administrator will be able to unlock the account, and the user will be prompted to set a new password.
5.4.6	Does your Solution include the ability to use active directory to authenticate login? If yes, please explain.	N	Everbridge does not support SSO. A major problem with SSO is that it becomes a single point of failure that can prevent access to the platform in an emergency. The consequences of a possible failure due to reliance on a third party are unacceptable to Everbridge.
5.4.7	Does your Solution include a description of the physical, application-level, database, and encryption practices? If yes, please explain.	Y	All communication with the Everbridge system is conducted over 256-Bit HTTP SSL connection. In regards to removable media, Everbridge backup media is encrypted using 256-Bit encryption prior to transport to our offsite storage vendor's vaulting location.

5.5 Training & Support

	A	B
5.5.1	Does your Solution include flexible configuration options to meet various individual agency needs? If yes, please explain.	Flexibility is a strength of Everbridge. We serve over 1500 customers with diverse needs. We allow for different organizational hierarchies that meet needs of clients in Healthcare, Higher Education, Corporations, Transportation, and of course State and Local Government. Our solutions help our clients save lives and money by efficiently staying in contact with their members.
5.5.2	Does your Solution include a configurable number of rows per page? If yes, please explain.	Yes, on each web page where multiple records may be shown (such as notification templates, reports, message templates, contacts, etc), a small menu exists at the bottom of the page to control the number of records to display per page. This allows the client to customize the amount of data presented on any given page.
5.5.3	Does your Solution include multiple tiers of administrative/manager oversight with individual password functionality? If yes, please explain.	Everbridge has many customizable tiers of administrative oversight. The defaults include account administrators, organization leaders and group leaders. The tiered levels allow for appropriate assignment of duties.
5.5.4	Does your Solution include error logging capabilities to track issues or problems? If yes, please explain.	The Everbridge platform is designed to provide a 24/7/365 ability to initiate notifications. System errors are logged and tracked in order to identify patterns and issues so that they can be troubleshot and patched in a timely manner.
5.5.5	Does your Solution include 24/7 technical support for the local and agency administrators? If yes, please explain.	Everbridge employs a 24/7/365 live operator that is available for emergency tech support and broadcast initiation. This person is a live operator employed by Everbridge, not a contractor or call center outside the US.
5.5.6	Does your Solution include a tier level based trouble shooting plan? If yes, please explain.	Everbridge prioritizes issues into tiers based upon the severity of the incident. The escalation process is based upon a number of factors that will caused the incident to be prioritized.

5.5.7	Does your Solution include training on system functionality? If yes, please explain.	Y	<p>Everbridge University provides interactive training to ensure customer's ongoing system proficiency. The training incorporates the skills, techniques, concepts, and best practices needed for anyone, even a non-tech savvy individual, to effectively leverage the Everbridge notification solution.</p> <p>Everbridge offers two training options: readily available On-Line learning modules to develop core system concepts and refresh skills at any time, and a tailored On-site instructor-led training, which can be coupled with Everbridge Professional Services to ensure accelerated system deployment and adoption.</p>
5.5.8	Does your Solution have experience working with higher education? If yes, please explain.	Y	<p>Yes, Everbridge has many clients in Higher Education including Virginia Tech that procured our services after they had their first tragedy. We were chosen among all available vendors and they have remained a customer since.</p>
5.5.9	Is your Company's primary business that of mass notification? If yes, please explain.	Y	<p>Everbridge offers Mass Notification services as its business. Our focus is on providing a powerful, reliable and customizable platform that can be utilized by our clients to stay in contact with their employees, citizens, and administrators. This is our business.</p>
5.5.10	Does your Solution have experience with large volumes of messages to avoid throttling? If yes, please explain.	Y	<p>There were over 10 million messages sent during Hurricane Sandy and over 2 million messages sent during winter storm Nemo. Everbridge is experienced in events with massive call volume. Our infrastructure is designed to target people through their available devices and get a message through when time is critical.</p>
5.5.11	Does your Solution include message delivery agreements with major and regional wireless carriers (example: Verizon, AT&T, T-Mobile, Sprint, etc.)? If yes, please explain.	Y	<p>Everbridge has agreement with all major telcos to whitelist our notifications. Our text messages are deliver via native SMS (SMPP) not via an email gateway (SMTP). This ensures that your notifications will reach the recipient and not be marked as spam or truncated.</p>
5.5.12	Does your Solution include 24/7/365 client support and live operator service, located in CONUS, for help with sending broadcasts? If yes, please explain and describe staffing levels.	Y	<p>Everbridge employs a 24/7/365 live operator that is available for broadcast initiation. This person is a live operator employed by Everbridge, not a contractor or call center outside the US. This operator is meant to be a failsafe in case of a failure of internet services at the broadcast initiation site.</p>

5.5.13	Does your Solution include annual on-site training ? If yes, please explain.	Y	Everbridge will conduct on site training as part of the implementation process. With large organization like the state of Virginia there will be ongoing opportunities for on-site training.
5.5.14	Does your Solution include customizable unlimited web training? If yes, please explain.	Y	Everbridge offers Everbridge University (EBU), an online training program that allows your administrators and message initiators to be certified on Everbridge. EBU is included at no additional charge and is unlimited in use.
5.5.15	Does your Solution include customer events such as annual user group forums, regional user groups and technical advisory groups to provide collaborative environments for sharing ideas with fellow software users and the opportunity for the provider to refine and expand software products with customer-driven enhancements? If yes, please explain.	Y	Everbridge hosts a regional user groups sessions, where different organizations come together to share notification best practices and applications for operational and emergency use.
5.5.16	Does your Solution include user manuals? If yes, please explain.	Y	The easy to use Everbridge Online Help/Everbridge University covers all of the functionality available in the system, the use of the functionality, and includes many detailed screenshots. The help documentation is also fully indexed enabling search capabilities and the ability for your staff to locate needed information quickly. This not only allows your staff the ability to investigate the use or existence of features in the notification system, but it allows Everbridge to provide frequent updates to the documentation based on the actual release cycle of the product. This means that as new features become available, your team will instantly have access to the documentation related to these new features—right within the Web interface—allowing you to immediately take advantage of new features released into the system. Additional Help functionality including integration with our Everbridge University Learning Management system is being released in our Spring 2013 release.

5.5.17	Does your Solution include web based support, forums, FAQs, downloads, online help desks, online chat and list of supported devices and platforms. If yes, please explain.	<p>Since the Everbridge system is fully hosted for all clients, there are no "on-site components" for our clients to install or manage within their environments. Thus, the Everbridge technical support model does not provide any support for "on-site components" of the solution – there is simply no need.</p> <p>However, Everbridge does provide extensive options for technical support, all of which are available to clients 24x7x365:</p> <ul style="list-style-type: none"> • Client "self service" web portal for ticketing and knowledgebase system • Live technical support by contacting Everbridge Client Services • Contact Client Services via email • Live notification launch and reporting support by contacting the Everbridge Live Operator service <p>In addition to our standard in-house 24x7x365 client care/live operator service and self-service portal, we offer optional premium service packages that include proactive usage service plan reviews, Certified Emergency Management (CEM) professional operational reviews, dedicated client care representatives, bi-weekly service reviews, monthly customized Web-based training sessions, and development of client-specific communications materials to increase internal awareness of system value and ROI.</p>
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Exhibit B
Application Options List

Supplier to insert price break range based on number of users.	Monthly cost per user	Yearly cost**
State & Local Employee Notifications & Higher Education*		
0 - 5,000 Contacts	N/A	\$4,500 + \$1.50 Per Contact
5,001 - 10,000 Contacts	N/A	\$4,500 + \$1.25 Per Contact
10,001+ Contacts	N/A	\$4,500 + \$1.00 Per Contact

State and Local Citizen Notifications (Minimum Order of \$5,000)*

0 - 25,000 Population	N/A	\$.27 Per Citizen/Business
25,001 - 125,000 Population	N/A	\$.23 Per Citizen/Business
125,001 - 375,000 Population	N/A	\$.19 Per Citizen/Business
375,000+ Population	N/A	Custom Price

*ALL ABOVE PRICES ARE FOR MASS NOTIFICATION (MN) WITH UNLIMITED EMERGENCY/URGENT USE. SEE MN INCLUSION PAGE

** Yearly cost includes access to new Network Effect Functionality (June Release) - Provides the sharing of information between cities, counties, universities, hospitals, utilities and corporate customers in a defined area in the midst of an emergency.

**Yearly costs also include access to our new CMAS/WEA functionality which will be available in our June Release

OTHER USAGE BASED PLANS CAN BE QUOTED.

ALL PRICING PLANS ALSO HAVE AN OPTIONAL 5% DISCOUNT FOR 3 YEAR PREPAYMENT OR 10% FOR 5 YEAR PREPAYMENT

Setup cost	One-time fee
Setup Cost	Included

Importing of existing user data	One-time fee
Included	Included*

*Must be provided in a common format (ie .csv)

Any customization costs needed to meet all requirements in Section 5.	One-time fee
Custom API Integrations - Based On Usage Profile	Custom Price

Training	Cost per hour **
Everbridge University 24/7 Online Training Module	Included
6 1-Day Regional Onsite Training Sessions*	Included
Additional Cost per hour for on-site training**	\$250.00

* Under this master purchase agreement a total of 6 1 day onsite training sessions are included with NO charge for Travel and Expenses

**Travel and Expenses Not Included for Additional Onsite Training

VDEM NOTES

* Includes license, hardware, warranty, patches, system documentation, backups, redundancy, maintenance and support, etc. If additional costs could be incurred, please provide those in the tab labeled "Alternate Supplier Pricing"

** Pre-approved travel expenses will be reimbursable at the then current per diem amounts set forth by the Virginia Department of Accounts and published at: <http://www.doa.virginia.gov/> or a successor URL(s).

Additional Items

Item description	Cost	Each, hourly, seat, etc.
Interactive Visibility* - Automated Twitter Monitoring & Recipient Apps	Custom Price	
Automated Weather Alerts**	Custom Price	
Matrix - Logic Based/Playbook Notifications	Custom Price	

*See Inclusions Page for Interactive Visibility

**See Inclusions Page for SmartWeather

[Sample]

EXHIBIT D

Service Provider's Software as a Service Statement of Managed Services

This Exhibit D - Service Provider's Software as a Service Statement of Work shall be incorporated in and governed by the terms of that certain Master "Software as a Service" Managed Services Agreement by and between **[CUSTOMER NAME]** ("Customer") and **[OTHER PARTY NAME]** ("Service Provider") dated _____, as amended (the "Agreement"). Unless expressly provided for in this Exhibit D, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit D, the provisions contained in the Agreement shall prevail.

Services Description:	
Support Description:	
Training Description:	
Backup Requirements:	
Service Windows:	
Service Levels:	<p>Examples to consider:</p> <p>Application Response Time</p> <p>Backup and Recovery Response Time</p> <p>Production Changes</p> <p>User Identification and Password Changes</p> <p>Support Response Time</p>
Performance Credits for Missed Service Levels:	
Customer Resources:	
Service Provider Resources:	
Responsibilities, Deliverables, and/or Activities:	
Services Fees or Rate:	
Start Date:	
End Date:	
Additional Customer Requirements:	

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Start Date.

CUSTOMER NAME
("Customer")

[OTHER PARTY NAME]
("Service Provider")

By: _____

By: _____

Name: **FOR REFERENCE ONLY**

Name: **FOR REFERENCE ONLY**

Title: **FOR REFERENCE ONLY**

Title: **FOR REFERENCE ONLY**

Date:

Date:

EXHIBIT E LICENSE AGREEMENT ADDENDUM

The Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and _____ ("Supplier"), a business incorporated in _____, F.E.I.N. _____, having its principal place of business at _____, are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contract ("_____") provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contract and together shall govern the use of any and all ___(name of)___ Software licensed by the Commonwealth under this agreement whether or not specifically referenced in the order document.

Supplier represents and warrants that it is a corporation authorized to do in Virginia the business provided for in this contract. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

This contract is executed by VITA on behalf of all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, and hereinafter referred to as "Authorized Users."

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, any license granted by Supplier shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, such license shall be held by that public body.

As used herein, the term "contract" shall mean the Supplier's standard form contract and any and all exhibits and attachments thereto. The term(s) "Customer," "You," and/or "you," as used in the contract, shall mean, as applicable, VITA, the Commonwealth, any Authorized User, or any of their officers, directors, agents or employees.

Supplier's standard form contract is, with the exceptions noted herein, acceptable to VITA. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract cannot be accepted by VITA, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier's standard form contract, none of the following shall have any effect or be enforceable against VITA, the Commonwealth, any Authorized User, or any of their officers, directors, employees or agents:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by VITA, the Commonwealth, any Authorized User, or their officers, directors, employees or agents if the contract is terminated before its ordinary period;
3. Imposing any interest charge(s) contrary to that specified by §2.2-4347 et seq. of the Code of Virginia;
4. Requiring the Commonwealth, VITA, or any Authorized User to maintain any type of insurance either for the benefit of the Commonwealth, VITA, or such Authorized User or for Supplier's benefit;
5. Granting Supplier a security interest in property of the Commonwealth, any Authorized User, or any of their officers, directors, employees or agents;
6. Requiring the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;

7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference *Code of Virginia* §8.01 et seq.);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents is a named party;
9. Binding the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
10. Obligating the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with §2.2-4363 et seq. of the Code of Virginia;
12. Permitting Supplier to access any Commonwealth or Authorized User records or data, except pursuant to court order;
13. Permitting Supplier to use any information provided by the Commonwealth or any Authorized User except for Supplier's own internal administrative purposes;
14. Requiring the Commonwealth, VITA, or any Authorized User to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of VITA to bestow or incur on behalf of the Commonwealth of Virginia..
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of VITA or any Authorized User;
17. Limiting the liability of Supplier for property damage or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent of VITA except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
19. Not complying with the contractual provisions at the following URL, which are mandatory provisions, required by law or by VITA, that are hereby incorporated by reference:
<http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>
The terms and conditions in documents posted to the aforementioned URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in VITA policy. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URL periodically;
20. Not complying with the contractual claims provision §2.2-4363 of the Code of Virginia which is also incorporated by reference;
21. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by §59.1-501.15 of the Code of Virginia;
22. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
23. Requiring that the Commonwealth waive its sovereign immunity or its immunity under the Eleventh Amendment;
24. Requiring that the Commonwealth, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
25. Requiring or construing that any provision in this contract conveys any rights or interest in Commonwealth or Authorized User data to Supplier;

26. Requiring the use of foreign currency. The currency which shall be used for this contract is United States Dollars. Any claim which may arise hereunder shall be settled in United States Dollars;
27. Obligating the Commonwealth beyond approved and appropriated funding. All payment obligations under this contract are subject to the availability of federal, state, and/or local appropriations for this purpose. In the event of non-appropriation of funds for the items under this contract, VITA may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
28. Permitting unilateral modification of the contract by Supplier;
29. Permitting termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
30. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
31. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
32. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of VITA before the contract is considered in effect;
33. Delaying the acceptance of the contract or its effective date beyond the date of execution;
34. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
35. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides to any Authorized User an update or upgrade subject to additional payment, such Authorized User shall have the right to reject such update or upgrade;
36. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the Commonwealth, VITA, or any Authorized User to receive or maintain the benefits of Supplier's indemnification of the Commonwealth, VITA, or such Authorized User against any claims of infringement on any third-party intellectual property rights;
37. Prohibiting the Commonwealth, VITA, or any Authorized User from transferring or assigning to any entity the contract or any license to Software pursuant to the contract;
38. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of VITA or any Authorized User;

The parties further agree as follows:

39. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to all Authorized Users the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
40. Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all

26. Requiring the use of foreign currency. The currency which shall be used for this contract is United States Dollars. Any claim which may arise hereunder shall be settled in United States Dollars;
27. Obligating the Commonwealth beyond approved and appropriated funding. All payment obligations under this contract are subject to the availability of federal, state, and/or local appropriations for this purpose. In the event of non-appropriation of funds for the items under this contract, VITA may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
28. Permitting unilateral modification of the contract by Supplier;
29. Permitting termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
30. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
31. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
32. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of VITA before the contract is considered in effect;
33. Delaying the acceptance of the contract or its effective date beyond the date of execution;
34. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
35. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides to any Authorized User an update or upgrade subject to additional payment, such Authorized User shall have the right to reject such update or upgrade;
36. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the Commonwealth, VITA, or any Authorized User to receive or maintain the benefits of Supplier's indemnification of the Commonwealth, VITA, or such Authorized User against any claims of infringement on any third-party intellectual property rights;
37. Prohibiting the Commonwealth, VITA, or any Authorized User from transferring or assigning to any entity the contract or any license to Software pursuant to the contract;
38. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of VITA or any Authorized User;

The parties further agree as follows:

39. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to all Authorized Users the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
40. Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all

applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.

41. Any Authorized User may rely on independent contractors, acting on behalf of such Authorized User, to perform functions requiring the use of and access to the Supplier's Software. Nothing in the Supplier's standard form contract shall limit such third parties' from using or accessing the Software in order to perform such functions. If any invention, work of authorship, or confidential information is developed exclusively by an employee, consultant, contractor, or subcontractor of an Authorized User during the performance of Services by Supplier, Supplier shall have no ownership claim to such invention, work of authorship, or confidential information.
42. Any travel expenses incurred by Supplier in the course of performing the services must be pre-approved by the appropriate Authorized User and shall be reimbursed at the then-current per diem rates published by the Virginia Department of Accounts.
43. An Authorized User may require that Supplier personnel submit to a criminal background check prior to performance of any services under this contract.

This contract, consisting of this VITA addendum and the Supplier's standard form contract, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of VITA. Its substantive terms are appropriate to the needs of VITA.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Supplier Name

VITA

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

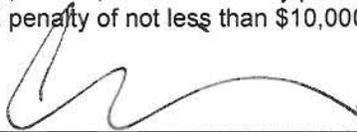
EXHIBIT F
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____



Printed Name: _____

Cinta Putra

Organization: _____

Everbridge, Inc.

Date: _____

February 22, 2013

Everbridge Acceptable Use Policy

Defined terms used herein, but not otherwise herein defined, shall have the meaning ascribed to them in Everbridge Inc. Service Agreement, entered into between Customer and Everbridge (the “Agreement”), of which of which this Acceptable Use Policy forms a part.

The provision of this Acceptable Use Policy (AUP) are in furtherance of, and not in limitation of the provisions of the Agreement, and sets forth guidelines for acceptable use of the Service by Customer and Customer Users (as hereinafter defined). This list is not meant to be exhaustive, but merely illustrative of examples of conduct deemed by Everbridge to be inappropriate, improper or harmful to Everbridge’s reputation or Service and therefore prohibited when using the Service. The guidelines and restrictions in this AUP on use of the Service by a Customer shall apply equally to Customer’s Users, employees, agents and Permitted Contractors, and any other person or entity that is provided access to Everbridge Network and/or Service directly or indirectly by Customer (collectively, the “Customer Users”). By using the Service, Customer acknowledges that it has read, understood and agrees to comply with the terms of this AUP. Customer shall (i) ensure that Customer and Customer Users comply with this AUP; and (ii) be responsible for violations of this AUP by Customer or Customer Users.

General Conduct

Customer and Customer Users shall use the Service in a manner consistent with the permitted use of such Service. Unless otherwise expressly permitted in writing by Everbridge, Customer may not assign, transfer, distribute, resell, lease or otherwise provide access to, or use the Service with or for the benefit of, any third party, unless otherwise expressly provided for in the Agreement. Customer and Customer Users may only use the Service for lawful purposes and in accordance with the Agreement, Applicable Law and this AUP.

Responsibility for Content

Everbridge takes no responsibility for any Customer Data created, accessible or delivered on or through the Service. Everbridge does not monitor or exercise any editorial control over such content. Customer is solely responsible for (i) any Customer Data and any other content published or made available through the Service by Customer and/or Customer Users; and (ii) compliance with all Applicable Laws, including, without limitation, related to the publication and distribution of such content. Customer shall be solely responsible for maintaining a copy of its content.

Inappropriate and Illegal Content

Customer and Customer Users shall not use the Service to transmit, distribute or store material that is inappropriate, as reasonably determined by Everbridge, or material that is illegal, defamatory, libelous, indecent, obscene, pornographic, enables online gambling or is otherwise inconsistent with the generally accepted practices of the Internet community or Applicable Law. Customer shall ensure that its and Customer Users’ use of the Service and all content transmitted, distributed or stored on Everbridge Network do not violate any Applicable Law, including but not limited to, laws relating to content distribution, encryption or export or any rights of any third party. Customer and Customer Users shall not use the Service to transmit, distribute or store material that contains a virus, worm, Trojan horse, or other component harmful to the Service, any other network or equipment, or other Customer Users.

Intellectual Property

Customer and Customer Users shall not use the Service in any manner that would infringe, dilute, misappropriate, or otherwise violate any privacy or other personal rights or any intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. If Customer uses a domain name in connection with its use of the Service, such domain name must not violate any trademark, service mark, or other rights of any third party.

Fraudulent/Misleading Content

Customer and Customer Users shall not use the Service to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations.

Email and Spam

Customer and Customer Users shall not use the Service to send unsolicited e-mail messages or USENET postings, including, without limitation, bulk commercial advertising or informational announcements (“spam”). Further, Customer is prohibited from using the service of another provider to send spam or to otherwise promote a site hosted on or connected to the Service. In addition, Customer and Customer Users shall not use the Service to (a) send e-mail messages or USENET postings which are excessive and/or intended to harass or annoy others; (b) continue to send e-mail messages or USENET postings to a recipient who has indicated that he/she does not wish to receive them; (c) send e-mail messages or USENET postings with forged header information; or (d) send malicious e-mail messages or USENET postings, including, without limitation, “mailbombing.” Everbridge reserves the right to charge Customer at Everbridge’s standard rates for time required to handle any complaints that Customer or Customer Users violate this Email and Spam section.

Security Violations

Customer and Customer Users are prohibited from violating or attempting to violate the security of Everbridge network and Service, or any third party network, system, server, or account, including, without limitation, engaging in any of the following activities: (a) accessing data, servers, accounts, databases, etc. which Customer and/or Customer Users are not authorized to access; (b) impersonating Everbridge personnel; (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (d) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, “flooding,” “mailbombing,” “denial of service” attacks, or “crashing;” (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; (f) taking any action in order to obtain services to which such Customer is not entitled; or (g) attempting to utilize another User’s identification, password, account name or persona without authorization from that User. Customer and Customer Users are also prohibited from attempting any action designed to circumvent or alter any method of measuring or billing for utilization of the Service. Violations of system or network security may result in civil or criminal liability.

Everbridge Rights and Remedies

If Customer becomes aware of any content or activity that violates this AUP, Customer shall take all necessary action to prevent such content from being routed to, passed through, or stored on Everbridge network.

To the extent Everbridge becomes aware of any content or activities that Everbridge deems, in its sole discretion, to be in violation of this AUP, Everbridge may immediately block access to such content, suspend or terminate any affected Service, or take any other actions Everbridge deems reasonably appropriate. The determination by Everbridge that any content or action violates this AUP shall be final and binding on Customer. Everbridge reserves the right to terminate or suspend services if the continued provision of services would violate Applicable Law or otherwise harm Everbridge's network, Service or customers. Everbridge also reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the party that Everbridge deems responsible for the wrongdoing. Everbridge will endeavor to provide notice to Customer prior to suspension or termination of Everbridge Services but may immediately suspend or terminate in instances where continued provision of Services may have a material adverse effect on Everbridge. Everbridge shall not be liable for any damages of any nature suffered by any Customer, Customer Users, or any third party resulting in whole or in part from Everbridge's exercise of its rights under this AUP. Customer agrees to indemnify Everbridge for any and all damages, claims, suits, costs or expenses asserted against or incurred by Everbridge related to or in connection with a violation of this AUP by Customer and/or Customer Users.

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.

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 <http://www.everbridge.com/aup>. Any use of Everbridge network and Services after such modification shall constitute acceptance of such modification. Any violation shall be sent to <http://www.everbridge.com/contact-us>.



Exhibit H
Optional Services
Additional Terms and Conditions

for

Contract No.
VA-130514-EVBR

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Everbridge

EXHIBIT H
OPTIONAL SERVICES – ADDITIONAL TERMS AND CONDITIONS
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EXHIBIT H

OPTIONAL SERVICES – ADDITIONAL TERMS AND CONDITIONS

These terms and conditions for optional Services are incorporated herewith under Contract No. VA-130514-EVBR between Virginia Information Technologies Agency (VITA) and Everbridge.

1. PURPOSE AND SCOPE

Any optional Services performed by the Supplier are for the purpose of supporting Contract No. VA-130514-EVBR the Emergency Alerting and Notification Solution Software as a Service project. This Exhibit sets forth the terms and conditions under which Supplier shall provide such services ("Services") to the Authorized Users.

2. DEFINITIONS

A. Contract, the, this

Contract No. VA-130514-EVBR

B. Deliverable

The tangible embodiment of the Services, including the development or creation of Work Product, performed or provided by Supplier as identified in the applicable Statement of Work.

C. Services

Any work performed or service provided, including provision to the Authorized User of any Deliverable, by Supplier under the Contract. Service includes the discovery, creation, or development of Work Product, if any.

D. Work Product

Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the performance of the Contract. Work Product shall not include configuration of software.

3. EFFECT OF TERMINATION OF SERVICES AND TRANSITION OF SERVICES

A. Effect of Termination of Services

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Deliverables accepted by the Authorized User or Services rendered by Supplier and accepted by the Authorized User prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Deliverable that was not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Deliverable, and all costs of de-installation and return of Deliverables shall be borne by Supplier.

B. Transition of Services

Prior to or upon expiration or termination of the Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition Services to any other supplier with whom VITA or such Authorized User contracts for provision of services identical or similar to the Services provided by Supplier pursuant to the Contract. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall provide such assistance at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

4. SERVICES

A. Nature of Services and Engagement

The Contract is optional use and non-exclusive and all Authorized Users may, at their sole discretion, receive benefits from third party suppliers of services similar to, or in competition with, services provided by Supplier.

By operation of the Contract, any SOW resulting in a commitment of any individual employee or contractor of Supplier, whether employed by Supplier or a contractor or subcontractor of Supplier, for more than one thousand (1,000) hours of work during any six (6) month period or of any such individual employee or contractor for more than eight (8) months in any twelve (12) month period shall be voidable by VITA, in its sole discretion. If an SOW is voided by VITA, such SOW shall no longer be binding on either Party and all obligations with respect to such SOW shall expire.

B. Acceptance

Service(s) shall be deemed accepted when the Authorized User determines that such Service(s) meets the Requirements set forth in the applicable SOW. If applicable, Supplier shall be responsible for ensuring that any individual Deliverable functions properly with any other Deliverable provided pursuant to the SOW. Should a previously Accepted Deliverable require further modification in order to work properly with any other Deliverable, Supplier shall be responsible for all costs associated with such modification.

Authorized User shall commence Acceptance testing within thirty (30) days, or within such other period as set forth in the applicable SOW, after receipt of the Service. Acceptance testing will be no longer than thirty (30) days, or such longer period as may be agreed in writing between Authorized User and Supplier, for each Deliverable or for the first instance of each Service type set forth in Exhibit A. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within thirty (30) days following the Acceptance testing period, the Service shall be deemed Accepted.

C. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Service for re-testing within seven (7) days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable SOW. Should Supplier fail to cure the non-conformity or deliver a Service which meets the Requirements, the Authorized User may, in its sole discretion: (i) reject the Service in its entirety, and any Service rendered unusable due to the non-conforming Service, and recover amounts previously paid hereunder for all such Services; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Service to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Services to be provided thereunder by Supplier.

5. RIGHTS TO WORK PRODUCT

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that public body.

A. Work Product

VITA and Supplier each acknowledge that performance of Services under the Contract may result in Work Product. The Parties shall document all Work Product specifications and such specifications shall be made an incorporated exhibit to the Contract. Supplier agrees that it shall promptly and fully disclose to the Commonwealth or the Authorized User any and all Work Product generated, conceived, reduced to practice or learned by Supplier or any of its employees, either solely or jointly with others, during the term or performance of the Contract, which in any way relates to the business of the Commonwealth, VITA, or any Authorized User. Supplier further agrees that neither Supplier nor any of Supplier's employees, contractors, agents or subcontractors, nor any party claiming through Supplier or Supplier's employees, shall, other than in the performance of the Contract, make use of or disclose to others any proprietary information relating to the Work Product. All Services performed hereunder shall include delivery of all Work Product source code, object code, executables, and documentation. Supplier shall at no time deny access to the Work Product, regardless of form, by the Commonwealth or the Authorized User.

B. Ownership

Supplier agrees that, whether or not the Services are considered "works made for hire" or an employment to invent, all Work Product discovered, created or developed under the Contract shall be and shall remain the sole and exclusive property of the Commonwealth of Virginia and its assigns or the Authorized User and its assigns. Except as specifically set forth in writing and signed by both VITA and Supplier, or Authorized User and Supplier, Supplier agrees that the Commonwealth or the Authorized User shall have all rights with respect to any Work Product discovered, created or developed under the Contract without regard to the origin of the Work Product.

If and to the extent that Supplier may, under applicable law, be entitled to claim any ownership interest in the Work Product, Supplier hereby irrevocably transfers, grants, conveys, assigns and relinquishes exclusively to the Commonwealth or the Authorized User any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. If any moral rights are created, Supplier waives such rights in the Work Product. Supplier further agrees as to the Work Product to assist the Commonwealth or the Authorized User in every reasonable way to obtain and, from time to time, enforce patents, copyrights, and other rights and protection, and in protecting trade secrets, with respect to such Work Product, and to that end, Supplier and its employees shall execute all documents for use in applying for and obtaining such patents, copyrights, and other rights and protection with respect to such Work Product, as the Commonwealth or the Authorized User may reasonably request, together with any assignments thereof to the Commonwealth or the Authorized User or entities designated by the Commonwealth or the Authorized User.

C. Pre-existing Work

If and to the extent that any pre-existing rights are embodied or reflected in the Service Deliverables, excluding any pre-existing rights in the Licensed Service Application, Supplier hereby grants to the Commonwealth or the Authorized User an irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, modify, transmit, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such pre-existing rights and any derivative works thereof, and (ii) authorize others to do any or all of the foregoing. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Service Deliverables and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract.

D. Return of Materials

Upon termination of the Contract, Supplier shall immediately return to VITA or the appropriate Authorized User all copies, in whatever form, of any and all Confidential Information, Work

Product and other properties provided by VITA or such Authorized User, which are in Supplier's possession, custody or control.

6. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing Services under the Contract are competent and knowledgeable of the contractual arrangements and the applicable SOW between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any employee, subcontractor or agent of Supplier whom such Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision

Supplier acknowledges that Supplier or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

C. Key Personnel

An SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier's obligations with respect to Key Personnel and Project Managers shall be described in the applicable SOW. Failure of Supplier to perform in accordance with such obligations may be deemed a default of the Contract or of the applicable SOW.

D. Subcontractors

Supplier shall not use subcontractors to perform the Services unless specifically authorized in writing to do so by the Authorized User. If an order or SOW issued pursuant to the Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any Services pursuant to such order or SOW to any subcontractor that is a party excluded from Federal Procurement and Non-procurement Programs. In no event shall Supplier subcontract any Services to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

7. GENERAL WARRANTY

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

A. Ownership

Supplier has the right to provide the Services, including Deliverables, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under the Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of the Contract; and that entering into the Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

C. Supplier's Past Experience

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

D. Performance

- i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables and Services furnished under the Contract;
- ii). The Services and Deliverables shall meet or exceed the Requirements;
- iii). The documentation which Supplier is required to provide under the Contract or SOW/order shall be sufficient in detail and content to allow a user to understand and fully utilize the Deliverables without reference to any other materials or information.

E. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no computer viruses or undocumented features in any of the media or means used to deliver the Services. Supplier has used the best available means to scan any media on which Deliverables are provided to the Authorized User.

F. Limited Warranty Period and Remedy

During the warranty period of ninety (90) days, or as specified in the applicable SOW, Supplier warrants that the Services shall meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Services to meet the Requirements. If Supplier is unable to make the Service/Deliverable conform, in all material respects, to the Requirements within ten (10) days following written notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of such Deliverable and any other related Deliverable(s) rendered unusable, and return all monies paid by such Authorized User for the non-conforming Services and Deliverable and such other related Deliverable(s) rendered unusable.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

8. TRAINING AND DOCUMENTATION FOR SERVICES

Any training or documentation necessary for an Authorized User to have full benefit of the Services shall be deemed included in the scope of the applicable SOW unless expressly excluded.

9. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Deliverables or the Services, or (v) any actual or alleged infringement or misappropriation of any

third party's intellectual property rights by any of the Deliverables or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of any Deliverable or that the provision of Services under the Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under this provision. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services or Deliverables, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Services or Deliverables; or (b) replace or modify such infringing Services or Deliverables with non-infringing deliverables or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with comparable temporary replacement deliverables and services, or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining alternative deliverables and services in the event such Authorized User cannot use the affected Deliverable or benefit from the affected Services. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing Services or Deliverables, along with any other Services or Deliverables rendered unusable by any Authorized User as a result of the infringing Services or Deliverables, and refund the price paid to Supplier for such Services and Deliverables.

B. Liability

Supplier's liability to the Commonwealth for breach of the Contract's confidentiality and security provisions, or the aforementioned indemnification provision in relation to any Services performed pursuant to this contract shall be limited to two (2) times the value of the actual services performed. The same limitation on the Supplier's liability to the Commonwealth under the Contract for Services performed shall apply to any other breach of terms and conditions in this Exhibit by Supplier, if the breach arises from any intentional, willful, or negligent act or omission of any employee, agent, or subcontractor of Supplier or if the damages are based on bodily injury, death, or damage to real property or tangible personal property. The limitation shall apply on a per-incident basis, it being understood that multiple losses stemming from the same root cause constitute a single incident.

EXCEPT FOR CLAIMS COVERED BY THE ABOVE DOLLAR LIMITATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER THIS EXHIBIT, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

Template

EXHIBIT I to Contract VA-130514-EVBR

Change Order No. XX for Statement of Work XX
Between (NAME OF AGENCY/INSTITUTION) and Everbridge

Issued Under
CONTRACT NUMBER VA-130514-EVBR
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
EVERBRIDGE

This Change Order No. XX hereby modifies and is made an integral part of Statement of Work XX (“SOW”), between (NAME OF AGENCY/INSTITUTION) (“Authorized User”) and Everbridge, (“Supplier”), which was issued under Contract Number VA-130514-EVBR (“Contract”) between the Virginia Information Technologies Agency (“VITA”) and Supplier, on behalf of the Commonwealth of Virginia and its Authorized Users.

[Note: Instructions for using this template to draft a Change Order are in gray. These instructions should be deleted after the appropriate text has been added to the Change Order. Contractual language is not in gray and should remain in the document. Text that is highlighted in blue is contractual language that is variable based on the nature of the project and in final form should not be highlighted. Agency/Institution should remove the first two lines of the heading, which pertain to this template as an Exhibit to the VITA Contract and remove the Exhibit reference from the header.]

CHANGE ORDER

This is Change Order No. XX to a SOW issued by (Authorized User) to Supplier under which Supplier is to provide the Authorized User with a (Authorized User Project Name) Solution (“Solution”).

The following item(s) is/are hereby modified as follows: *[Note: Include only the sections of the SOW that are being changed. Do not include sections not being modified. Changes should be clearly identified as “From” (copy/paste from current SOW section) and “To” (fully describe the change(s) to the referenced section). Here is an example, using SOW section 1.]*

1. PERIOD OF PERFORMANCE

The following change is made to the Period of Performance:

[The duration of the Period of Performance is increased by four (4) months.]

The following is changed with respect to the Period of Performance:

From: twelve (12) months of execution of this Statement of Work

To: sixteen (16) months of execution of this Statement of Work

This Change Order No. XX is issued pursuant to and, upon execution, shall become incorporated in the SOW, which is incorporated in the Contract. In the event of conflict, the following order of precedence shall apply:

- i). The Contract, including Exhibit A

- ii). Statement of Work XX, as amended by this and previous Change Orders, with the more current Change Orders superseding older Change Orders.

The foregoing is the complete and final expression of the agreement between the parties to modify the SOW and cannot be modified, except by a writing signed by duly authorized representatives of both parties hereto.

ALL OTHER TERMS AND CONDITIONS OF THE REFERENCED SOW REMAIN UNCHANGED.

By signing below, the authorized parties agree to the terms of this Change Order No. **XX**, effective **(INSERT EFFECTIVE DATE)**.

Supplier

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Date: _____

Authorized User

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Date: _____