

**IPAWS Addendum
to
Everbridge, Inc. Service Agreement**

This Addendum to the Everbridge Service Agreement ("Addendum") is entered into this ___ day of _____, 2013, by and between Everbridge, Inc., a Delaware corporation ("Everbridge"), and COUNTY OF TULARE ("Customer"). Everbridge and Customer entered into an Everbridge Service Agreement effective MAY 1, 2013 ("Agreement"). All capitalized terms used herein without definition shall have their respective meanings set forth in the Agreement.

WHEREAS, Customer desires to access the Integrated Public Alert Warning System ("IPAWS") Open Platform for Emergency Networks through the Everbridge mass notification services;

WHEREAS, the Parties desire to reflect the additional terms and conditions on which Customer will have such access;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, the Parties agree to amend the Agreement as follows:

1. **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.
2. **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.
3. **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.
4. **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.
5. **Remaining Terms.** All other terms and conditions of the Agreement remain in full force and effect as amended by this Amendment.
6. **Authority.** Customer represents and warrants that it has all necessary legal authority to enter into this Addendum for itself and on behalf of any of its affiliates that are parties to the Agreement or that have been using the Services under the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

EVERBRIDGE, INC.

By [Signature]
Title CFO
Date 08/08/2013

CUSTOMER: COUNTY OF TULARE

By _____
Title CHAIRMAN, BOARD OF SUPERVISORS
Date _____

EVERBRIDGE, INC.

By [Signature]
Title V.P. of Finance
Date 08/08/2013

APPROVED AS TO FORM:
COUNTY COUNSEL

BY: [Signature]
8/12/13 DEPUTY #20131395