HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2013-157

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to approve an amendment to the Everbridge, Inc Service Agreement.

BE IT FURTHER RESOLVED, to authorize the County Judge/Executive to sign all documents concerning the agreement.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting on 10 September 2013.

Harry L. Berry
Hardin County Judge/Executive

ATTEST:

Kenneth L. Tabb, Clerk by Dist Lnf DC

Kenneth L. Tabb
Hardin County Clerk

Amendment
Everbridge, Inc. Service Agreement

This Amendment to Everbridge Service Agreement ("Amendment") is effective this 10th day of September, 2013, by and between Everbridge, Inc., a Delaware corporation ("Everbridge"), and Hardin County, KY ("Customer"). Everbridge and Customer entered into an Everbridge Service Agreement effective August 30, 2013 ("Agreement"). All capitalized terms used herein without definition shall have their respective meanings set forth in the Agreement.

WHEREAS, Everbridge has developed a new software platform with additional functionality and applications, and Customer desires to use the new platform for its mass notification service and to purchase additional services offered by Everbridge;

WHEREAS, the Parties desire to amend the Agreement on and subject to the terms of this Amendment;

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. Term: The Term shall remain as set forth in the Agreement.
2. Modification of Quote: Exhibit A of the Agreement is superseded and replaced by Quote Number 00008918, which is attached hereto and incorporated herein by this reference.
3. Substitution of Terms: The term "Member" is replaced with the term "Contact" wherever it appears in the Agreement.
4. Additional Terms: The Additional Terms attached hereto and incorporated by this reference are added as Exhibit B to the Agreement.
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 is has all necessary legal authority to enter into this Amendment for itself and on behalf of any of its Affiliates that are parties to the Agreement or that have been using the System 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.	**CUSTOMER: Hardin County, Kentucky**
By: _____	**By:** _____
Title: _____	**Title:** Harry L. Berry, Judge/Executive
Date: _____	**Date:** September 10, 2013

EXHIBIT B

Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in the Customer's Quote.

"Community Notifications" means Electronic Communications sent to multiple Contacts by a governmental entity that are not sent to advise Contacts of an immediate or expected emergency or life-threatening conditions or circumstances.

"Data Feed" means data licensed by third parties to Everbridge and supplied to Customer through the Service (e.g., real time weather system information and warnings).

"Documentation" means the Everbridge manuals, resource and training materials and instructions made available to Customer for use in accessing and using the Service.

"Electronic Communications" means electronic communications (including inputting or updating Customer Data in the System) and the sending of messages or notifications to and from Contacts via the System.

"Priority Notifications" means Electronic Communications sent by Customer through the Service to multiple Contacts via one or multiple communication paths to advise Contacts of an immediate or expected emergency or life-threatening condition or circumstance, but excluding any Contact responses thereto.

"Everbridge Units" means the unit of usage expended in connection with Premium Features.

"Messaging Minute" means the unit of usage expended in sending Community Notifications and/or Non-Priority Notifications.

"Premium Features" means the products and services listed on the Premium Feature List attached to the Quote.

"Non-Priority Notifications" means Electronic Communications sent by Customer through the Service to multiple Contacts via one or multiple communications paths which are not characterized as Priority Notifications or Community Notifications, and any Contact responses to such communications or to any Priority Notifications.

1. **Messaging Minutes.** Customers must purchase Messaging Minutes to send Community Notifications and Non-Priority Notifications unless the Customer's Quote designates such usage as unlimited. No Messaging Minutes shall be required to send United States domestic Priority Notifications, push notifications or email messages.

2. **Usage.** Messaging Minutes shall be calculated as follows:
   - For text messages, one Message Minute for each 146 characters or portion thereof.
   - For voice messages, one Message Minute per minute or portion of a minute of the voice message.
   - Additional charges may apply for international Priority Notifications, Community Notifications and Non-Priority Notifications.

3. **Auditing.** Everbridge may, from time to time, monitor or audit message content to verify the characterization of messages as Priority Notifications. If Customer has not characterized a message appropriately, then Everbridge may recharacterize the message in its sole reasonable judgment, and apply Messaging Minutes for such message in accordance with the foregoing Usage allocations. Customer's intentional mischaracterization of Priority Notifications, or mischaracterization of more than three Priority Notifications in a twelve-month period, shall constitute a material default under this Agreement. With respect to Community Notifications, no overage charges shall be incurred unless and until the Community Notifications are fifteen percent (15%) above the amount purchased, at which point charges due for all overages (including the initial 15%) shall be assessed and invoiced at Everbridge's then current rates.

4. **Premium Features; Everbridge Units.** On or before the Effective Date, Customer shall advise Everbridge how many Everbridge Units are to be allocated to each of the Premium Features Customer has ordered, and no change shall be made in such allocation during the first three months of the first Term Year. Thereafter, Customer may change the allocation of Everbridge Units among Premium Features no more than once every three months during a Term Year, or whenever Customer purchases additional Everbridge Units. Unused Everbridge Units expire one year from date of purchase or upon termination of this Agreement, whichever occurs first, and are not refundable.

5. **Purchase of Data Feeds; Other Data.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased Data Feeds as set forth in the Quote, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, to the extent Customer has purchased a feature that allows Customer to monitor, and utilize information and data from other sources not supplied by Everbridge directly (e.g., Twitter) (collectively **"Other Data"**), Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to any such Other Data.