



NON-DISCLOSURE AGREEMENT

By participating in the Everbridge Partner Program ("Partner Program"), the company or entity submitting the partner application ("you", "your" or "Partner"), being a party to these terms and conditions ("Agreement") with Everbridge, Inc., a Delaware corporation, with a principal place of business at 25 Corporate Drive, Burlington MA 01803 (or any affiliate or member of its corporate group from time to time) ("Everbridge"), agrees to be bound by the Agreement as from the your acceptance of these Terms through check box acceptance ("Effective Date"). Unless otherwise specified by Everbridge, this Agreement shall govern subprograms, including marketing and incentive programs that are offered to you as a participant in the Partner Program. Through its participation in the Partner Program, and access to the Everbridge Partner Portal, Partner may receive certain Confidential Information (as defined below).

- 1. Confidential Information.** As used in this Agreement, "**Confidential Information**" means all non-public proprietary or confidential information of Everbridge (or any affiliate or member of its corporate group from time to time) that is designated as confidential or given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation: (i) nonpublic information relating to a Everbridge's technology, customers, business opportunities and plans, pricing, product plans, promotional or marketing activities, finances, personnel and other business affairs; and (ii) third-party information that you are obligated to keep confidential. Confidential Information may be contained in tangible materials, such as drawings, data, specifications, reports and computer programs or may be in the nature of unwritten knowledge.
- 2. Limitations.** Confidential Information does not include information that: (i) is or becomes available to the public through no fault of the Partner; (ii) can be shown by documentation to be rightfully known to the Partner prior to receipt from Everbridge; (iii) is lawfully disclosed to the Partner by a third party without restriction as to use and disclosure; or (iv) can be shown by documentation to have been independently developed by the Partner without reference to Confidential Information.
- 3. Use and Disclosure Obligations.** Confidential Information belonging to Everbridge shall not be used by Partner except for the purposes of this Agreement. Confidential Information shall not be disclosed by the Partner except: (i) to the Partner's personnel having a need to know; (ii) to the personnel of the Partner's parent, subsidiary or affiliate companies having a need to know; (iii) to the personnel of the Partner's consultants and attorneys having a need to know, and only then if such consultants and attorneys are bound by confidentiality and non-disclosure commitments substantially similar to those contained herein; or (iv) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction, but only to the extent so ordered, and provided that the Partner shall use its best efforts to provide timely written notice to Everbridge to enable Everbridge to seek a protective order. Partner agrees to protect Confidential Information of Everbridge using at least the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, but no less than reasonable care. Everbridge is not required by this Agreement to disclose any particular information to the Partner and any disclosure pursuant to this Agreement is entirely voluntary and does not, in itself: (i) create any warranties or representations of any kind; (ii) create any commitment as to any future transaction, product, service, or other prospective business relationship; or (iii) constitute solicitation of any business or the incurring of any obligation by either party, except as expressly specified herein.
- 4. Rights in Confidential Information.** Confidential Information shall remain the sole property of Everbridge. Neither party shall acquire any intellectual property rights of the other, either directly or indirectly by this Agreement, nor are any rights of ownership in the Confidential Information granted or conferred, by license or otherwise, by this Agreement. The rights granted with respect to the Confidential Information hereunder is a limited right to use only for the purposes set forth in this Agreement. Notwithstanding this Agreement's other provisions, if Partner provided any ideas, suggestions or recommendations to Everbridge regarding Everbridge's Confidential Information ("Feedback"), Everbridge is free to use and incorporate such Feedback in its products, without payment of royalties or other consideration to Partner, so long as Everbridge does not infringe Partner's patent, copyrights or trademark rights in the Feedback.
- 5. Term.** This Agreement shall terminate on the date that the Partner no longer participates in the Partner Program. Partner's obligations as to the Confidential Information disclosed hereunder shall continue for five (5) years following the date such Confidential Information was disclosed to Partner. Notwithstanding the foregoing, Confidential Information that is protectable as a trade secret will remain so as long as it remains qualified for such a designation under applicable law.
- 6. Destruction of Confidential Information.** Confidential Information furnished in tangible form (and all copies thereof) shall be destroyed by the Partner. Partner shall thereafter certify in writing the destruction of such Confidential Information. Notwithstanding the foregoing, Partner may retain a copy of Confidential Information if required by applicable law or regulation.



7. **Representations & Warranties.** Everbridge represents and warrants that it may rightfully disclose the Confidential Information to the Partner without the violation of any contractual, fiduciary, or other obligation. Otherwise, all information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.
8. **Equitable Relief.** Both parties hereby acknowledge to the other that a violation of this Agreement may cause severe and irreparable injury, which injury is not adequately compensable by monetary damages. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Everbridge shall, in addition to any other legal and equitable rights and remedies, be entitled to seek immediate appropriate injunctive relief, or a decree of specific performance of this Agreement.
9. **Export Compliant.** Partner shall not export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.
10. **Governing Law; Construction.** This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts. If this Agreement shall be held by a Court to be invalid or unenforceable because it is too broad in any respect, this Agreement shall be narrowed by the Court to the extent required to be enforceable and, as narrowed, shall be fully enforceable.
11. **Waiver.** Neither party's failure nor delay in exercising any of its rights will constitute a waiver of such rights unless expressly waived in writing.
12. **Assignment.** Neither party may assign its rights and obligations under this Agreement to a third party without the prior written consent of the other party; provided, however, that each party hereto may, upon written notice to the other party, assign this Agreement and its rights and obligations hereunder to a successor by consolidation or merger, to a purchaser of all or substantially all of such party's assets, or to any parent, subsidiary or affiliate, so long as such assignment is not to a competitor of the non-assigning party.
13. **Entire Agreement.** This Agreement constitutes the parties' entire agreement concerning the subject matter hereof and may be amended or modified only by a subsequent agreement in writing. A waiver, discharge, amendment, modification, or termination of this Agreement or any of its provisions will be valid and effective only if in writing executed by each of the parties.