

STATE OF TEXAS                   §  
    §  
 COUNTY OF FORT BEND         §

**AMENDMENT NO.4 TO EVERBRIDGE, INC.  
 GSA APPROVED END USER LICENSE AGREEMENT**

THIS AMENDMENT NO. 4 (“Amendment”) is entered into by and between **Fort Bend County**, (“County”), a body corporate and politic under the laws of the State of Texas, and **Everbridge, Inc.**, (“Everbridge”), a company authorized to conduct business in the State of Texas (collectively referred to as the “parties”).

WITNESSETH:

WHEREAS, the parties previously entered into the Addendum to Everbridge, Inc. GSA Approved End User License Agreement on or about January 26, 2021, which was renewed by First Amended on or about October 12, 2021, and by Second Amendment on or about April 12, 2022, and by Third Amendment November 22, 2022 (collectively the “Agreement”), which is incorporated herein for all purposes. County and Everbridge now desire to amend said Agreement to add an additional organizations to the Everbridge Mass Notification System as set forth herein below.

NOW, THEREFORE, the parties do mutually agree to amend the Agreement as follows:

1. **Scope of Services.** County shall pay Everbridge an additional one thousand six hundred ninety-five dollars and 71/100 cents (\$1,695.71), to add an additional organizations to the Everbridge Mass Notification System, as described in Quote # Q-18318, attached as Exhibit III and incorporated fully by reference.
2. **Maximum Compensation.** Everbridge’s fees shall be calculated at the rates set forth in the attached Exhibit III. The Maximum Compensation payable to Everbridge for products and/or services rendered to County is hereby increased to an amount not to exceed Three Hundred Sixty Thousand, Five Hundred Fifty-Nine and 61/100 cents (\$360, 559.61) authorized as follows :

\$ 179,275.99 under the Addendum;  
 \$ 179,275.89 under Amendment No. 1;  
 \$     312.07 under Amendment No. 2;  
 \$       0.00 under Amendment No. 3; and  
 \$    1,695.71 under this Amendment No. 4

In no case shall the amount paid by the County for all Products and/or Services under the Agreement, inclusive of the Amendments, exceed the Maximum Compensation Amount of \$360,559.61, without further written agreement.

3. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
4. **Conflict.** Everbridge shall continue to provide product and/or services to County as described in the Agreement and any subsequent amendments, which is incorporated herein by reference as if set forth verbatim herein. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
5. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
6. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

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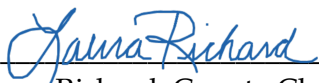
IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

**FORT BEND COUNTY**

  
\_\_\_\_\_  
County Judge KP George  
KP George, County Judge


January 24, 2023  
Date

ATTEST:

  
\_\_\_\_\_  
Laura Richard, County Clerk



**EVERBRIDGE, INC.**

  
\_\_\_\_\_  
Authorized Agent – Signature

Phillip E. Huff  
Authorized Agent- Printed Name  
Chief Accounting Officer  
Title

01/10/2023  
Date

REVIEWED:

  
\_\_\_\_\_  
Information Technology Department

### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 360,559.61 to accomplish and pay the obligation of Fort Bend County under this Agreement.

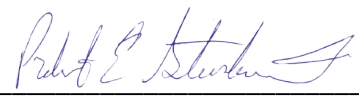
  
\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit III: Quote Q-1 18318

# EXHIBIT III



155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA

tel: +1-818-230-9700  
fax: +1-818-230-9505

www.everbridge.com

## Quotation

### Prepared for:

Saira Nuzhat  
County of Fort Bend, TX  
307 Fort St.  
Richmond TX 77469-4428  
United States  
Ph: (346) 481-0676  
Fax: (281) 342-4798  
Email: saira.nuzhat@fortbendcountytx.gov

**Quote #:** Q-118318  
**Date:** 11/23/2022  
**Expires On:** 12/30/2022  
**Confidential**

**Salesperson:** Andrew Morrison  
**Phone:**  
**Email:** andrew.morrison@everbridge.com

### Contract Summary Information:

Contract Period:	11 Months
Contract Start Date:	12/1/2022
Contract End Date:	10/31/2023

QTY	Product Code	Description	GSA Classification	Price
4	101-01-11-1001-000	Everbridge Additional Organization	GSA Product	USD 1,570.10
1	SETUPFEES	Calculated Set Up Fee	GSA Product	USD 125.61

### Pricing Summary:

Year One Fees:	USD 1,570.10
One-time Implementation and Setup Fees:	USD 125.61
Professional Services:	USD 0.00
<b>Total Year One Fees Due:</b>	<b>USD 1,695.71</b>

### Terms & Conditions

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of GSA Contract No. GS-35F-0692P and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. GS-35F-0692P, or the EULA.

**Please, Sign, Date and Return:**

**Signature:**

**Date:**

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**Name (Print):**

**Title:**

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**Please, Sign, Date and Return:**

**Signature:**

**Date:**

---

**Name (Print):**

**Title:**

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155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA  
Tel: +1-818-230-9700  
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!