As filed with the Securities and Exchange Commission on September 6, 2016.

Registration Statement No. 333-213217

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Amendment No. 1
to
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

EVERBRIDGE, INC.

(Exact name of registrant as specified in its charter)

Delaware	**7372**	**26-2919312**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

25 Corporate Drive, Suite 400
Burlington, Massachusetts 01803
(818) 230-9700
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Jaime Ellertson
President and Chief Executive Officer
Everbridge, Inc.
25 Corporate Drive, Suite 400
Burlington, Massachusetts 01803
(818) 230-9700
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

C. Thomas Hopkins, Esq. **Nicole C. Brookshire, Esq.** **Richard C. Segal, Esq.** **Cooley LLP** **1333 2nd Street, Suite 400** **Santa Monica, California 90401** **(310) 883-6400**	**Kenneth S. Goldman** **Elliot J. Mark, Esq.** **Everbridge, Inc.** **25 Corporate Drive, Suite 400** **Burlington, Massachusetts 01803** **(818) 230-9700**	**Kenneth J. Gordon, Esq.** **Goodwin Procter LLP** **100 Northern Avenue** **Boston, Massachusetts 02210** **(617) 570-1000**

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer ☐ Accelerated Filer ☐ Non-accelerated Filer ☒ Smaller Reporting Company ☐

CALCULATION OF REGISTRATION FEE

Title of Securities Being Registered	**Proposed Maximum Aggregate Offering Price(1)(2)**	**Amount of Registration Fee(3)**
Common Stock, $0.001 par value per share	$112,125,000	$11,291

(1) In accordance with Rule 457(o) under the Securities Act of 1933, as amended, the number of shares being registered and the proposed maximum offering price per share are not included in this table.
(2) Estimated solely for purposes of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended. Includes the offering price of shares that the underwriters have the option to purchase to cover over-allotments, if any.
(3) The registrant previously paid $9,063 of the registration fee.

The registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment that specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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The information in this prospectus is not complete and may be changed. We and the selling stockholders may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and we and the selling stockholders are not soliciting offers to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED SEPTEMBER 6, 2016

PRELIMINARY PROSPECTUS

7,500,000 Shares

Common Stock

We are selling 6,250,000 shares of common stock and the selling stockholders are selling 1,250,000 shares of common stock. We will not receive any of the proceeds from the shares of common stock sold by the selling stockholders.

Prior to this offering, there has been no public market for our common stock. The initial public offering price of our common stock is expected to be between $11.00 and $13.00 per share. We have applied to list our common stock on the NASDAQ Global Market under the symbol “EVBG.”

We are an “emerging growth company” as defined under the U.S. federal securities laws and have elected to comply with certain reduced public company disclosure and reporting requirements for this prospectus and future filings. See “Prospectus Summary—Implications of Being an Emerging Growth Company.”

The underwriters have an option to purchase a maximum of 1,125,000 additional shares from certain of the selling stockholders at the initial public offering price, less underwriting discounts and commissions, within 30 days from the date of this prospectus solely to cover over-allotments of shares.

Investing in our common stock involves risks. See “Risk Factors” beginning on page 18.

	Price to Public	Underwriting Discounts and Commissions(1)	Proceeds to Everbridge, Inc.	Proceeds to Selling Stockholders
Per Share	$	$	$	$
Total	$	$	$	$

(1) See “Underwriting” beginning on page 142 for additional information regarding underwriting compensation.

The underwriters expect to deliver the shares of our common stock on or about , 2016.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Credit Suisse **BofA Merrill Lynch**

Stifel **Pacific Crest Securities**
a division of KeyBanc Capital Markets

Raymond James **Canaccord Genuity** **William Blair**

The date of this prospectus is , 2016

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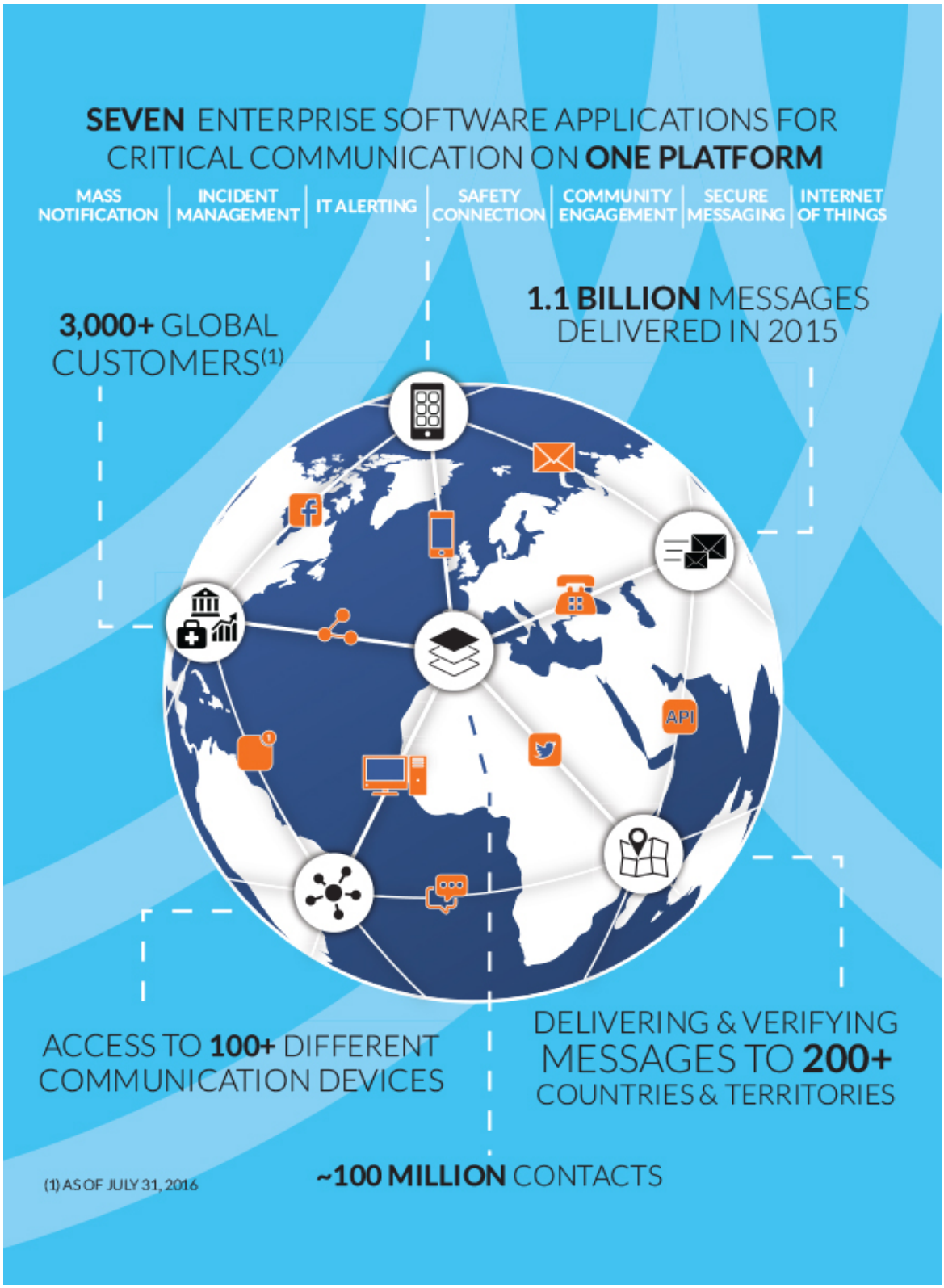
SEVEN ENTERPRISE SOFTWARE APPLICATIONS FOR CRITICAL COMMUNICATION ON ONE PLATFORM
MASS NOTIFICATION
INCIDENT MANAGEMENT
IT ALERTING
SAFETY CONNECTION
COMMUNITY ENGAGEMENT
SECURE MESSAGING
INTERNET OF THINGS
3,000+ GLOBAL CUSTOMERS(1)
1.1 BILLION MESSAGES DELIVERED IN 2015
API
ACCESS TO 100+ DIFFERENT COMMUNICATION DEVICES
DELIVERING & VERIFYING MESSAGES TO 200+ COUNTRIES & TERRITORIES
~100 MILLION CONTACTS
(1) AS OF JULY 31, 2016

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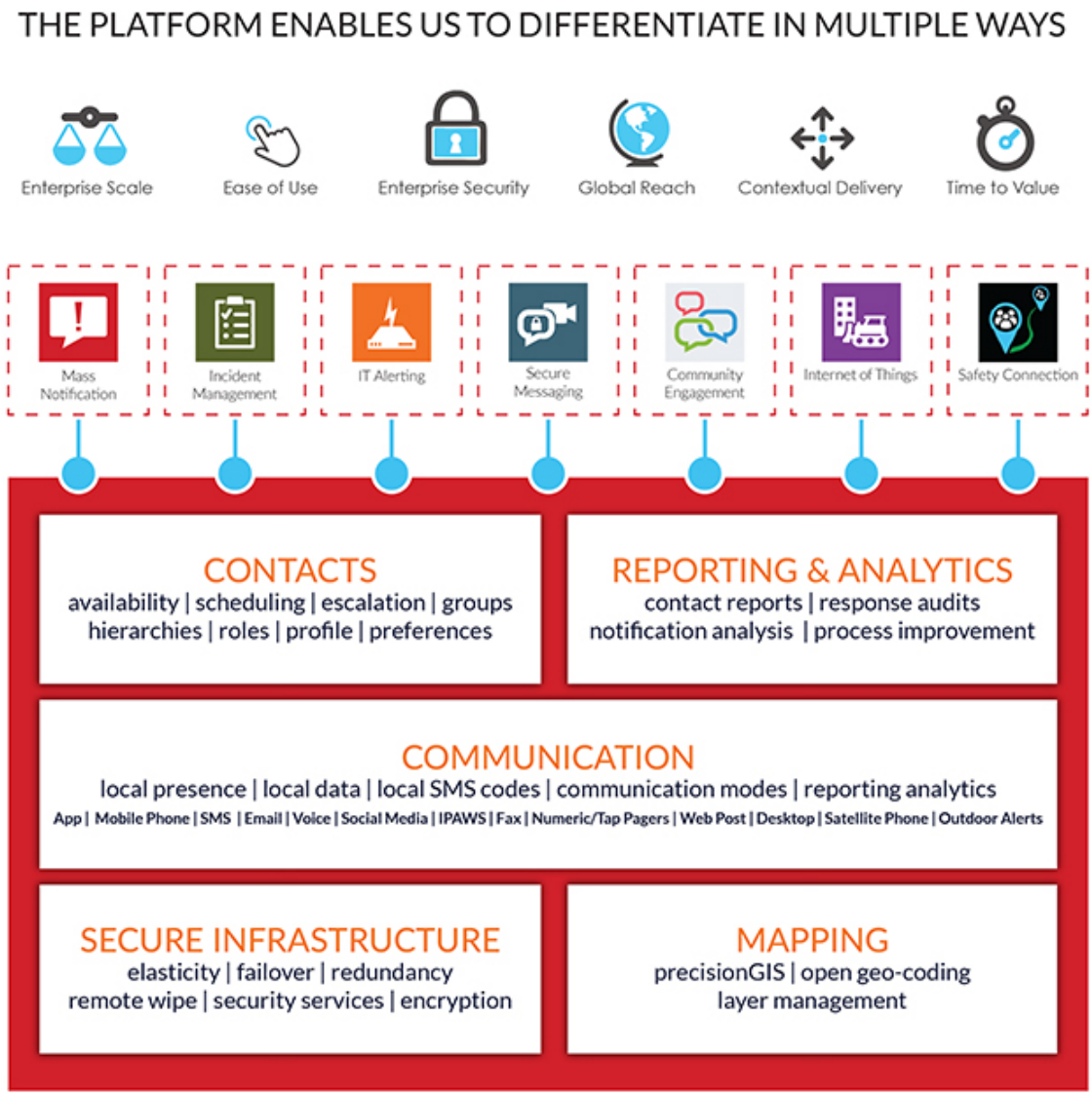

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You should rely only on the information contained in this document and any free writing prospectus we provide to you. We have not, the selling stockholders have not and the underwriters have not authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses we have prepared. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus is an offer to sell only the shares offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of its date.

For investors outside the United States: We have not, the selling stockholders have not and the underwriters have not done anything that would permit this offering, or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of common stock and the distribution of this prospectus outside of the United States.

DEALER PROSPECTUS DELIVERY OBLIGATION

Through and including , 2016 (25 days after the date of this prospectus), all dealers that effect transactions in our common stock, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to unsold allotments or subscriptions.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus and does not contain all of the information that you should consider in making your investment decision. Before investing in our common stock, you should carefully read this entire prospectus, including our consolidated financial statements and the related notes and the information set forth under the sections titled "Risk Factors," "Special Note Regarding Forward-Looking Statements," and "Management's Discussion and Analysis of Financial Condition and Results of Operations," in each case included in this prospectus. Unless the context otherwise requires, we use the terms "Everbridge," "company," "our," "us," and "we" in this prospectus to refer to Everbridge, Inc. and, where appropriate, our consolidated subsidiaries.

EVERBRIDGE, INC.

Overview

We are a global software company that provides critical communications and enterprise safety applications that enable customers to automate and accelerate the process of keeping people safe and businesses running during critical events. During public safety threats such as active shooter situations, terrorist attacks or severe weather conditions, as well as critical business events such as IT outages or cyber incidents, our SaaS-based platform enables our customers to quickly and reliably aggregate and assess threat data, locate people at risk and responders able to assist, and automate the execution of pre-defined communications processes. Our customers use our platform to deliver intelligent, contextual messages to, and receive verification of delivery from, hundreds or millions of recipients, across multiple communications modalities such as voice, SMS and e-mail. Our applications enable the delivery of messages in near real-time to more than 100 different communication devices, in over 200 countries and territories, in 15 languages and dialects – all simultaneously. We delivered 1.1 billion communications in 2015. We automate the process of sending contextual notifications to multiple constituencies and receiving return information on a person's or operation's status so that organizations can act quickly and precisely. Our critical communications and enterprise safety applications include Mass Notification, Incident Management, IT Alerting, Safety Connection, Community Engagement, Secure Messaging and Internet of Things, and are easy-to-use and deploy, secure, highly scalable and reliable. We believe that our broad suite of integrated, enterprise applications delivered via a single global platform is a significant competitive advantage in the market for critical communications and enterprise safety solutions, which we refer to generally as critical communications.

In critical situations, the speed at which information is transmitted and accessed is essential. For example, United States Department of Homeland Security research indicates that the average duration of an active shooter event at a school is approximately 12.5 minutes, while the average police response time to such events is 18 minutes. Accordingly, organizations must be able to rapidly deliver messages that are tailored to multiple, specific audiences, in precise locations and must be assured of delivery. Further, the proliferation of mobile and digital communications has resulted in individuals spending less time in a fixed office location, with International Data Corporation estimating that by 2020 mobile workers will account for 72% of the total United States workforce, and this trend has simultaneously increased the number of pathways through which people receive information. These developments have made it imperative that critical communications be delivered to social media, outdoor signage and personal computers, as well as via voice, SMS and email. Moreover, organizations require the ability to leverage all of these pathways, individually or in sequence, to reach people in situations where a certain means of communication may be inoperative or individuals are not responsive to a single pathway. During public safety threats and critical business events, the ability to gather, organize and analyze data, and to enable secure, scalable, reliable and automated communications to people can be essential to saving lives and protecting assets. Further, the ability to rapidly organize a response with automated communications can also result in significant economic savings, as each minute of unplanned downtime costs organizations an average of approximately $5,600, according to Gartner, Inc.

The severity, complexity and frequency of these critical events, their implications for business performance and personal safety, and regulatory and compliance challenges are increasing. The need for active shooter preparedness

and public safety protection from terrorist attacks, as well as notifications about IT outages, cyber incidents, severe weather conditions, missing persons, failing equipment and other urgent events, drive the need for a secure, scalable and reliable notification system that can be operated quickly and easily. In addition, there has been a rapid proliferation of connected devices and networked physical objects – the Internet of Things, or IoT – that have the capability to communicate information about status and environment and generate data that enables individuals and enterprises to take appropriate action. These dynamics have led to a growing need for enterprise critical communications solutions that can deliver comprehensive yet targeted and contextually relevant content that facilitates the desired outcomes in critical situations and overcomes the information overload that individuals face. We estimate, based on data from Frost & Sullivan, presented in an independent study commissioned by us, and data from Markets and Markets, that the market for critical communications solutions represented a $15.6 billion worldwide opportunity in 2015 and is expected to grow to $31.9 billion in 2020.

Our SaaS-based critical communications platform is built on a secure, scalable and reliable infrastructure with multiple layers of redundancy to enable the rapid delivery of critical communications, with near real-time verification, over numerous devices and contact paths. Mass Notification is our most established application and enables enterprises and governmental entities to aggregate and assess threat data, locate people based on their dynamic location, send and receive two-way, contextually aware notifications to individuals or groups to keep them informed before, during and after natural or man-made disasters and other emergencies. By automating the delivery of these types of critical communications, we enable customers to increase the speed and accuracy of their response and reduce associated costs. Importantly, given the pressure and anxiety most people experience in critical situations, our Mass Notification application provides a simple user interface and automated workflows for ease of use. The expertise that we garnered developing our Mass Notification application and our customers' reliance on our solutions led us to leverage our platform to deploy solutions for additional critical communications use cases. In turn, we have developed a full suite of enterprise-scale applications that enable our customers to inform and organize people during critical situations, whether a broad audience or a targeted subset of individuals, globally or locally, and accounting for cultural, linguistic, regulatory and technological differences. As all of our applications leverage our critical communications platform, customers can use a single contacts database, rules engine of algorithms and hierarchies and user interface to accomplish multiple objectives. Our applications are easy-to-use, quickly deployable and require minimal implementation services and no development resources.

The following situations reflect examples of how our applications aggregate and assess data and enable and optimize critical communications processes:

- When an active shooter situation or terrorist attack occurs, organizations can quickly identify employees in the affected area, including employees not at their usual business location, in order to confirm that they are safe and provide tailored instructions. For example, shelter-in-place instructions may be provided to people in an impacted building while evacuation instructions are provided to those in an adjacent building. At the same time, first responders and hospitals can use multiple modes of alerting to mobilize resources and call in staff to provide emergency care.

- When a hurricane is imminent, local emergency management departments can alert affected communities with relevant safety and evacuation instructions while organizations can notify employees of office closures and provide safety instructions.

- When IT systems fail, IT administrators can shorten the time required to alert cross-department responders, use scheduling information to determine availability and quickly assemble appropriate personnel on a conference bridge, thereby reducing the costs incurred from downtime.

- When a patient is suspected of having a stroke, an on-call specialist can provide a patient assessment via video communications during the ambulance trip and the emergency room can be readied for an immediate stroke treatment, accelerating critical time to treatment.

- When a cyber incident shuts down an IT network, management can alert employees of the network shutdown via a secure, alternate communication path.
- When a power line is down, utility workers can utilize pre-configured incident management templates to alert affected customers and responders and provide service updates.
- When engine readings in critical equipment detect a malfunction, technicians with the appropriate skills can be automatically alerted and quickly deployed to minimize downtime and avoid revenue loss or service interruption.
- When readings from an implanted medical device are abnormal, that information can be automatically routed to the individual's healthcare provider to enable timely medical care.
- When a young child goes missing, local officials can send alerts to and receive tips from their communities to aid in locating and returning the child.
- When a financial services firm experiences disruptions in service, clients can be promptly notified and audit confirmations can be provided to document delivery.

Our customer base has grown from 867 customers at the end of 2011 to more than 3,000 customers as of July 31, 2016. As of July 31, 2016, our customers were based in 25 countries and included eight of the 10 largest U.S. cities, eight of the 10 largest U.S.-based investment banks, 24 of the 25 busiest North American airports, six of the 10 largest global consulting firms, six of the 10 largest global auto makers, all four of the largest global accounting firms, four of the 10 largest U.S.-based health care providers and four of the 10 largest U.S.-based health insurers. We generated revenue of $23.4 million in 2012, $30.0 million in 2013, $42.4 million in 2014 and $58.7 million in 2015, representing year-over-year increases of 29% in 2013, 41% in 2014 and 38% in 2015. We generated revenue of $27.3 million and $35.6 million in the six months ended June 30, 2015 and 2016, respectively, representing a period-over-period increase of 30%. We derive substantially all of our revenue from subscriptions to our critical communications applications, which represented 96%, 97% and 97% of our total revenue in 2013, 2014 and 2015, respectively. Historically, we derived more than 90% of our revenue in each of the last three fiscal years from sales of our Mass Notification application. We had net losses of $5.1 million, $0.9 million, $0.6 million and $10.8 million in 2012, 2013, 2014 and 2015, respectively. We had net losses of $3.2 million and $6.0 million for the six months ended June 30, 2015 and 2016, respectively. Our adjusted EBITDA, which is a measure that is not calculated and presented in accordance with generally accepted accounting principles in the United States, or GAAP, decreased from $2.2 million to $(3.4) million from 2013 to 2015 and was $(0.3) million and $(0.7) million for the six months ended June 30, 2015 and 2016, respectively. See note 2 to the table contained in "Summary Consolidated Financial and Other Data—Other Metrics" for a reconciliation of adjusted EBITDA to net loss, the most directly comparable financial measure calculated and presented in accordance with GAAP.

Industry Background

Over the past two decades, methods to assess critical events and to automate and accelerate the process of using critical communications, have evolved rapidly, in tandem with advances in technology, to include system-generated voice calls, text messages, emails, social media and outdoor digital signage. In critical situations, the speed at which information is transmitted and accessed is essential.

Key Trends Driving a Fundamental Shift in Communications

Governmental entities and enterprises face increasing threats to the safety of their geographically disparate and constantly mobile residents and employees. According to the Global Terrorism Database, the number of global fatalities and injuries from terrorist acts has increased 400% from 2005 to 2015, and in recent months the world has witnessed devastating attacks in Paris, Brussels, Nice, San Bernardino, Istanbul and other global cities. In

addition, according to the Third National Climate Assessment prepared by the U.S. Global Change Research Program, the United States has been experiencing severe weather events above long-term averages, with, for example, the number of heat waves in 2011 and 2012 at nearly triple the long-term average. Similarly, a PricewaterhouseCoopers study found that the number of cyber security incidents across all industries rose by 38% in 2015 versus the prior year, which was the biggest increase in the 12 years since the study was first published. Taken together, global reinsurer Swiss Reinsurance Company Ltd. found that the cost of disaster events, including man-made and severe weather incidents, reached $85 billion worldwide in 2015.

At the same time, key business and technology trends continue to shift both the fundamental way that organizations communicate with relevant stakeholders and how individuals regularly consume information. People increasingly consume most of their information through mobile devices and applications as well as through social media and other digital channels. Increasingly, less information is shared using traditional “analog” communication methods, such as printed media, television and landline telephones. The proliferation of mobile and digital communications has accelerated the speed at which people communicate and, together with the emergence of the IoT, has exponentially increased the volume of communications that individuals must process. In light of these trends, communications have become one of the most important areas of technology investment. In a 2015 report, Gartner, Inc. estimates that $1.5 trillion, or 42.5%, of information technology, or IT, expenditure was for communications in 2015.

During public safety threats and critical business events, the ability to communicate life-saving or damage-mitigating information is crucial. Speed, security, scalability and reliability of communications are essential. The severity, complexity and frequency of these critical events, their implications for personal safety or business performance and rising regulatory and compliance challenges are driving demand for critical communications solutions, which we estimate, based on data from Frost & Sullivan, presented in an independent study commissioned by us, and data from Markets and Markets, represented a $15.6 billion worldwide market opportunity in 2015.

Evolution of Critical Communications Solutions

Traditional solutions for critical communications have not kept pace with the increasingly digital world, the evolving threat landscape and opportunity to leverage technological innovation to more effectively communicate with people. These solutions are often developed in-house or are not truly enterprise in scale and reliability, leaving many organizations to use analog, manual, one-way and people-based modalities to communicate with relevant stakeholders. These solutions lack the scale to reliably address the breadth of challenges that organizations increasingly face, the sophistication required to address evolving needs with aggregated data and analysis for threat assessment, automated workflows and the ability to rapidly deliver messages that are tailored to multiple, specific audiences, in precise locations, using a variety of different communication modalities.

Organizations today require a solution that is engineered for modern critical communications. While traditional mass notification solutions are designed to support infrequent one-way messages, new targeted and contextually relevant critical communications systems must be deployed to deliver interactive support for a far broader range of incidents, both operational and emergency-oriented in nature. Global threats have increased in complexity—from the failure of data centers to more sophisticated cyber incidents and terrorist threats. At the same time, more routine, everyday situations such as those involving IT operations, incident response teams or colleagues that need to converse securely also require a solution that can quickly and contextually reach anyone on any device, anywhere, at any time. As a result of these dynamics, it has become imperative that communications be appropriately contextualized, meaningful and actionable in order to overcome the profound information overload and enable the desired outcomes in critical situations to be achieved.

Requirements of Effective Critical Communications Solutions

In order to deliver effective critical communications solutions, several requirements must be met:

- ***Comprehensive Solution***. Organizations require an enterprise-scale, comprehensive solution that can provide them with aggregated data and automated workflows and deliver intelligent, contextual messages across multiple communications modalities – all operated from desktop or mobile devices to address their diverse critical communications needs.

- ***Scalability and Speed***. Organizations require a solution that is agile and flexible enough to reach individuals at both high volume/low frequency intervals, such as emergency mass notification situations, and low volume/high frequency intervals, such as for IT alerting and secure messaging.

- ***Enterprise-Grade Reliability***. Given the inherent nature of critical communications, organizations require a solution that is robust, resilient and highly redundant, with a high level of assured uptime and a low degree of fault tolerance.

- ***Situational Assessment***. Organizations require ready access to information from weather feeds, threat sources and IT monitoring systems, as well as the ability to incorporate trends from social media and feedback from their personnel in the field, in order to assess critical events and impacted areas.

- ***Dynamic Location Capability***. With today's mobile workforce, organizations need to be able to notify and organize people based on where they actually are, not just based on their static office or home location.

- ***Security and Regulatory Compliance***. Organizations require a solution that is architected to ensure secure communications given the significance of the content being distributed and the regulatory requirements that apply to the sensitive data being transmitted.

- ***Intelligent Communication and Contextual Personalization***. Organizations require sophisticated, intelligent technology that can tailor both the content of communications and the modalities through which they are delivered based on differing individual preferences and roles and responsibilities within the organization.

- ***Ease-of-Use***. Given the need for speed and the pressure and anxiety most people experience in critical situations, organizations require a solution that is simple and easy-to-use, particularly when lives and property are at risk.

- ***Real-Time and After-Event Reporting and Analytics***. To ensure that organizations can deliver appropriate communications during critical events, a solution should provide detailed, timely and compliant reporting and analytics to optimize the overall communication process.

- ***Global Reach and Local Expertise***. Global communications require a "local" approach to deal with the complexity of varying cultural preferences, languages and device types, as well as technical and regulatory requirements.

Key Benefits of Our Solutions and Competitive Strengths

Everbridge was founded with a vision to help organizations communicate quickly and reliably to deliver the right message to the right people, on the right device, in the right location, at the right time during public safety threats and critical business events. Key benefits of our solutions and competitive strengths include the following:

- ***Comprehensive, Enterprise-Scale Platform***. The core of our solutions is our critical communications platform, which provides multiple layers of redundancy to assure uptime and delivery of

communications regardless of volume or throughput requirements. The platform is secure, scalable and reliable, enabling the delivery and verification of tens of millions of different communications virtually anywhere, in any volume, in near real-time. In 2015, we delivered 1.1 billion communications, or over 30 communications per second, through our globally distributed data centers.

- ***Out-of-the-Box, Scalable and Mobile Applications***. Our SaaS-based applications are out-of-the box, enterprise-ready and can be utilized without customer development, testing or ongoing maintenance. Regardless of a customer or prospect's size or needs, our applications are built to scale to its largest and most complex critical communications requirements.

- ***Aggregated Threat Data and Analysis***. Our software gathers and analyzes information from weather data feeds, public safety and threat data feeds, social media, IT ticketing systems and monitoring systems, as well as inputs and feedback from two-way and polling messages. Data can be geo-mapped and threat and incident data can be used to automatically trigger simple or complex workflows that are tied to standard operating procedures or run-books.

- ***Contextual Communications***. We enable intelligence and personalization in the critical communications process by delivering contextual communications. Our customers can deliver and escalate critical communications broadly to a mass population or to a targeted subset of individuals based on geographic location, skill level, role and communication modality preferences for rich, two-way collaboration.

- ***Dynamic Location Awareness***. Our platform can provide organizations with the ability to send and receive notifications based on the last known locations of people, not just based on a static office or home address. Our platform integrates with a variety of sources of location information, including building access control systems and corporate network access solutions. This location-specific approach enables organizations to quickly determine which individuals may be affected by a public safety threat or able to respond to a critical business event, and to provide targeted and relevant instructions and two-way communications.

- ***Large, Dynamic and Rich Communications Data Asset***. As of July 31, 2016, our data asset consists of our contacts databases that manage approximately 100 million contact profiles and connections from more than 3,000 customers based in 25 countries. Our contacts databases, which we refer to as contact stores, are initially created through an upload of contacts from the customer and automatically updated with the most current contact information provided by the customer or by individuals who opt-in to receive notifications from our Community Engagement application. Our contact stores are repositories for all contact details, attributes and business rules and preferences, such as a person's last-known location, language spoken, special needs, technical certifications and on-call status.

- ***Robust Security, Industry Certification and Compliance***. Our platform is built on a secure and resilient infrastructure with multiple layers of redundancy. Many of our enterprise applications are designed to meet rigorous security and compliance requirements for financial services firms, healthcare institutions, the U.S. federal government and other regulated industries, including facilitating compliance with FINRA and HIPAA standards. Our solutions received designation under the Support Anti-terrorism by Fostering Effective Technology Act of 2002, or SAFETY ACT, and certification by U.S. Department of Homeland Security that places us on the approved product list for homeland security. Our solutions are also accredited under the Federal Information Security Management Act of 2002, or FISMA, and we are in the process of seeking accreditation under the Federal Risk and Authorization Management Program, or FedRAMP, which we expect to receive during 2017.

- ***Automated Workflows***. Our platform automates the workflows required to complete a critical notification, including establishing the individuals within an organization authorized to send messages, the groups of stakeholders to whom messages will be sent and the content of messages to be sent to

different groups of relevant stakeholders, in each case based on incident type. We believe that this automation reduces the amount of time required to send critical notification as well as the associated cost. Our platform also enables customers to automatically establish procedures for improving the success of communication efforts.

- ***Globally Local***. Our platform is designed to be utilized globally while accounting for local cultural, linguistic, regulatory and technological differences. We have relationships with suppliers and carriers in multiple countries to ensure delivery in compliance with local, technical and regulatory requirements. We have localized our user interface in 15 languages and dialects that are spoken by more than 60% of the world's population.

- ***Next-Generation, Open Architecture***. We developed our platform to easily integrate our applications with other systems. Our solutions provide open APIs and configurable integrations, enabling our platform to work with our customers' and partners' pre-existing processes and solutions, increasing the business value we deliver.

- ***Actionable Reporting and Analytics***. Our platform provides real-time dashboards, advanced map-based visualization and ad-hoc reporting across notifications, incidents and contacts. This information is easily accessed for required after-event reviews, continuous communication process improvements and regulatory compliance.

Our Growth Strategy

We intend to drive growth in our business by building on our position as a global provider of critical communications and enterprise safety applications. Key elements of our growth strategy include:

- ***Accelerate Our Acquisition of New Customers***. We believe that we are in the early stages of penetration of the large and growing market for targeted and contextually relevant critical communications. We intend to capitalize on our growing portfolio of applications and the technological advantages of our critical communications platform to continue to attract new customers. In parallel, we plan to attract new customers by investing in sales and marketing and expanding our channel partner relationships.

- ***Further Penetrate Our Existing Customers***. With revenue retention rates of over 110% for each of the last three years, we believe that there is a significant opportunity within our existing customer base to expand their use of our platform, both by selling new applications and features to our existing customers new applications and features and selling to additional departments in their organizations. We believe that we have a significant opportunity to increase the lifetime value of our customer relationships as we educate customers about the benefits of our current and future applications that they do not already utilize. In the last three years we have added five new applications, which have already begun to experience significant growth. These new applications have grown from 6% in the first quarter of 2015 to 25% in the second quarter of 2016 of our contracted sales, which represent the total dollar value of new agreements entered into within the period, exclusive of renewals.

- ***Develop New Applications to Target New Markets and Use Cases***. Our platform is highly flexible and can support the development of new applications to meet evolving safety and operational challenges. For example, our Safety Connection application enables organizations to send notifications based on the dynamic last known location of an individual, while actively incorporating threat and other data to allow for targeted and relevant communications. While the historic market for corporate security and safety solutions has been focused on establishing perimeters – locks, alarms and guards – to keep threats to employees outside of the physical premises, our solutions are responsive to the dramatic shift towards

an increasingly mobile workforce where employees spend less time in traditional offices. At the same time, protection of employees at traditional places of business remains crucial. Market research completed in 2016 by us together with Emergency Management & Safety Solutions, found that while organizations were very concerned about the risk of workplace violence, 79% said they were at best only somewhat prepared for an active shooter event, and communicating with people in an impacted building was seen as the biggest challenge. In light of these dynamics, we intend to continue to develop new applications for use cases in a variety of new markets and to leverage our platform and our existing customer relationships as a source of new applications, industry use cases, features and solutions.

- ***Expand Our International Footprint***. We intend to continue to expand our local presence in regions such as Europe, the Middle East and Asia to leverage our relationships with local carriers and our ability to deliver messages to over 200 countries and territories in 15 languages and dialects as well as expand our channel partnerships, in order to capitalize on this significant opportunity and also to opportunistically consider expanding in other regions.

- ***Maintain Our Technology and Thought Leadership***. We will continue to invest in our core aggregation, assessment and critical communications platform and our applications to maintain our technology leadership position. For example, we believe that we provide the first solution to offer dynamic versus static location awareness integrated with analysis and communications for the employee safety and security marketplace, and plan to continue disrupting the existing physical safety and security solution model. Further, we believe we have a competitive advantage through our commitment to innovation and thought leadership that has enabled us to take market share from our competitors and accelerate our growth.

- ***Opportunistically Pursue Acquisitions***. We plan to selectively pursue acquisitions of complementary businesses, technologies and teams that allow us to penetrate new markets and add features and functionalities to our platform.

Selected Risks Affecting Our Business

Our business is subject to numerous risks and uncertainties, including those highlighted in the section titled “Risk Factors” immediately following this prospectus summary. These risks include, among others, the following:

- If our business does not grow as we expect or if we fail to manage our growth effectively, our operating results and business prospects would suffer.

- We have not been profitable on a consistent basis historically and may not achieve or maintain profitability in the future.

- Historically, we derived 95%, 96%, 91%, 92% and 88% of our revenue from sales of our Mass Notification application in 2013, 2014, 2015 and the six months ended June 30, 2015 and 2016, respectively. If we are unable to renew or increase sales of this application, or if we are unable to increase sales of our other applications, our business and operating results could be adversely affected.

- If we are unable to develop upgrades to our platform, develop new applications, sell our platform and applications into new markets or further penetrate our existing market, our revenue may not grow.

- The nature of our business exposes us to inherent liability risks.

- Our estimates of market opportunity and forecasts of market growth may prove to be inaccurate, and even if the market in which we compete achieves the forecasted growth, our business could fail to grow at similar rates, if at all.

- The markets in which we participate are competitive, and if we do not compete effectively, our operating results could be harmed.
- An assertion by a third party that we are infringing its intellectual property could subject us to costly and time-consuming litigation or expensive licenses that could harm our business and results of operations.
- Our executive officers, directors and principal stockholders own a significant percentage of our stock and will be able to exert significant control over matters subject to stockholder approval. Following this offering, our directors, executive officers and holders of more than 5% of our common stock, all of whom are represented on our board of directors, together with their affiliates will beneficially own 45% of the voting power of our outstanding capital stock.

Corporate Information

Everbridge, Inc. was initially incorporated under the laws of the State of Delaware under the name 3n Global, Inc. in January 2008. 3n Global, Inc. was initially a wholly-owned subsidiary of National Notification Network, LLC, which was formed in November 2002 as a limited liability company organized under the laws of the State of California. In May 2008, pursuant to a merger agreement between 3n Global, Inc. and National Notification Network, LLC, National Notification Network, LLC merged with and into 3n Global, Inc. We changed our name to Everbridge, Inc. in April 2009.

Our principal executive offices are located at 25 Corporate Drive, Suite 400, Burlington, Massachusetts 01803 and at 155 North Lake Avenue, Suite 900, Pasadena, California 91101. Our telephone number is (818) 230-9700. Our website address is www.everbridge.com. The information contained on, or that can be accessed through, our website is not incorporated by reference into this prospectus, and you should not consider any information contained on, or that can be accessed through, our website as part of this prospectus or in deciding whether to purchase our common stock.

“Everbridge”, the Everbridge logo, and other trademarks or service marks of Everbridge, Inc. appearing in this prospectus are the property of Everbridge, Inc. This prospectus contains additional trade names, trademarks and service marks of others, which are the property of their respective owners. Solely for convenience, trademarks and trade names referred to in this prospectus may appear without the ® or TM symbols.

Implications of Being an Emerging Growth Company

We qualify as an “emerging growth company” as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. An emerging growth company may take advantage of specified reduced reporting and other burdens that are otherwise applicable generally to public companies. These provisions include:

- a requirement to have only two years of audited financial statements and only two years of related selected financial data and management’s discussion and analysis of financial condition and results of operations disclosure;
- an exemption from the auditor attestation requirement in the assessment of our internal control over financial reporting pursuant to the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act;
- an exemption from new or revised financial accounting standards until they would apply to private companies and from compliance with any new requirements adopted by the Public Company Accounting Oversight Board requiring mandatory audit firm rotation;
- reduced disclosure about the emerging growth company’s executive compensation arrangements; and
- no requirement to seek nonbinding advisory votes on executive compensation or golden parachute arrangements.

We may take advantage of some or all these provisions until we are no longer an emerging growth company. We will remain an emerging growth company until the earlier to occur of (1) the last day of the fiscal year (a) following the fifth anniversary of the completion of this offering, (b) in which we have total annual gross revenues of at least $1.0 billion or (c) in which we are deemed to be a “large accelerated filer,” under the rules of the U.S. Securities and Exchange Commission, or SEC, which means the market value of our common stock that is held by non-affiliates exceeds $700 million as of the prior June 30th, and (2) the date on which we have issued more than $1.0 billion in non-convertible debt during the prior three-year period.

We are choosing to “opt out” of the provision of the JOBS Act that permits emerging growth companies to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies and, as a result, we will comply with new or revised accounting standards as required when they are adopted. This decision to opt out of the extended transition period is irrevocable.

We have elected to adopt certain of the reduced disclosure requirements available to emerging growth companies. As a result of these elections, the information that we provide in this prospectus may be different than the information you may receive from other public companies in which you hold equity interests. In addition, it is possible that some investors will find our common stock less attractive as a result of these elections, which may result in a less active trading market for our common stock and higher volatility in our stock price.

The Offering

Common stock offered by Everbridge	6,250,000 shares
Common stock offered by the selling stockholders	1,250,000 shares
Total common stock offered	7,500,000 shares
Total common stock to be outstanding after this offering	26,923,604 shares
Over-allotment option offered by certain of the selling stockholders	1,125,000 shares
Use of proceeds	We estimate that we will receive net proceeds of approximately $66.3 million, assuming an initial public offering price of $12.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting the underwriting discounts and commissions and estimated offering expenses payable by us. The principal purposes of this offering are to increase our financial flexibility, create a public market for our common stock, and facilitate our future access to the capital markets. We expect to use the net proceeds of this offering for working capital and other general corporate purposes. We also intend to use approximately $11.6 million of the net proceeds to pay all outstanding principal and interest under our revolving line of credit and term loan with Western Alliance Bank. We may use a portion of the proceeds from this offering for acquisitions or strategic investments in complementary businesses or technologies, although we do not currently have any plans for any such acquisitions or investments. These expectations are subject to change. We will not receive any of the proceeds from the sale of shares to be offered by the selling stockholders. See “Use of Proceeds” for additional information.
Risk factors	See “Risk Factors” and the other information included in this prospectus for a discussion of factors you should carefully consider before deciding to invest in our common stock.
Proposed NASDAQ Global Market Symbol	“EVBG”

The number of shares of our common stock that will be outstanding after this offering is based on 20,673,604 shares of common stock outstanding as of June 30, 2016, and excludes:

- 1,953,239 shares of common stock issuable upon the exercise of options outstanding as of June 30, 2016, at a weighted-average exercise price of $9.55 per share;
- 130,384 shares of common stock issuable upon the exercise of warrants outstanding as of June 30, 2016, at an exercise price of $2.49 per share, which warrants, prior to the completion of this offering, are exercisable to purchase shares of our Series A-1 preferred stock;

- 3,893,118 shares of our common stock reserved for future issuance pursuant to our 2016 Equity Incentive Plan, which will become effective prior to the completion of this offering and will include provisions that automatically increase the number of shares of common stock reserved for issuance thereunder each year; and
- 500,000 shares of common stock reserved for future issuance under our 2016 Employee Stock Purchase Plan, which will become effective prior to the completion of this offering and will include provisions that automatically increase the number of shares of common stock reserved for issuance thereunder each year.

Unless otherwise indicated, this prospectus reflects and assumes the following:

- the conversion of all of our outstanding shares of class A common stock into an aggregate of 1,164,105 shares of our common stock immediately prior to the closing of this offering;
- the conversion of all of our outstanding shares of our preferred stock into an aggregate of 8,354,963 shares of our common stock immediately prior to the closing of this offering;
- the filing and effectiveness of our amended and restated certificate of incorporation in Delaware and the adoption of our amended and restated bylaws, each of which will occur immediately prior to the completion of this offering;
- no issuance or exercise of options or warrants after June 30, 2016;
- no exercise by the underwriters of their over-allotment option to purchase additional shares of our common stock; and
- a one-for-5.75 reverse stock split of our common stock and preferred stock effected on September 2, 2016.

Summary Consolidated Financial and Other Data

We derived the summary consolidated statements of operations data for the years ended December 31, 2013, 2014 and 2015 from our audited consolidated financial statements included elsewhere in this prospectus. We derived the summary consolidated statements of operations data for the six months ended June 30, 2015 and 2016 and the summary consolidated balance sheet data as of June 30, 2016 from our unaudited financial statements included elsewhere in this prospectus. We have prepared the unaudited financial statements on the same basis as the audited financial statements, and the unaudited financial data include, in our opinion, all adjustments, consisting only of normal recurring adjustments, that we consider necessary for a fair presentation of our financial position and results of operations for these periods. Our historical results are not necessarily indicative of the results to be expected in the future and our operating results for the six months ended June 30, 2016 are not necessarily indicative of the results that may be expected for the year ending December 31, 2016.

When you read this summary consolidated financial data, it is important that you read it together with the historical consolidated financial statements and related notes to those statements, as well as "Selected Consolidated Financial Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations," included elsewhere in this prospectus.

	Year Ended December 31,			Six Months Ended June 30,	
	2013	2014	2015	2015	2016
	(in thousands, except share and per share data)			(unaudited)	
Consolidated Statements of Operations Data:					
Revenue	$ 30,040	$ 42,421	$ 58,720	$ 27,313	$ 35,634
Cost of revenue:(1)	8,699	12,089	19,789	9,045	11,151
Gross profit	21,341	30,332	38,931	18,268	24,483
Operating expenses: (1)					
Sales and marketing	11,695	15,818	25,925	11,337	17,054
Research and development	5,697	7,365	11,521	5,469	6,643
General and administrative	4,352	7,435	12,272	4,578	6,586
Total operating expenses	21,744	30,618	49,718	21,384	30,283
Operating loss	(403)	(286)	(10,787)	(3,116)	(5,800)
Other expense, net	368	426	599	276	339
Loss before (provision for) benefit from income taxes	(771)	(712)	(11,386)	(3,392)	(6,139)
(Provision for) benefit from income taxes	(118)	89	562	188	110
Net loss	$ (889)	$ (623)	$ (10,824)	$ (3,204)	$ (6,029)
Net loss attributable to common stockholders	$ (889)	$ (623)	$ (10,824)	$ (3,204)	$ (6,029)
Net loss per share attributable to common stockholders:(2)					
Basic	$ (0.08)	$ (0.05)	$ (0.88)	$ (0.26)	$ (0.49)
Diluted	$ (0.08)	$ (0.05)	$ (0.88)	$ (0.26)	$ (0.49)
Weighted-average common shares outstanding:(2)					
Basic	11,040,428	11,788,883	12,257,413	12,254,154	12,287,064
Diluted	11,040,428	11,788,883	12,257,413	12,254,154	12,287,064
Pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited):(3)			$ (0.53)		$ (0.29)
Pro forma weighted average common shares outstanding, basic and diluted (unaudited):(3)			20,612,376		20,642,027
Other Financial Data:					
Net cash provided by (used in) operating activities	$ 3,998	$ 7,716	$ 4,451	$ 2,578	$ (1,691)

(1) Includes stock-based compensation expense and depreciation and amortization expense as follows:

	Year Ended December 31,			Six Months Ended June 30,	
	2013	2014	2015	2015	2016
	(in thousands)			(unaudited)	
Stock-based compensation expense:					
Cost of revenue	$ 48	$ 82	$ 150	$ 57	$ 89
Sales and marketing	82	120	315	102	292
Research and development	28	147	297	134	176
General and administrative	18	27	760	65	849
Total stock-based compensation expense	$ 176	$ 376	$ 1,522	358	1,406
Depreciation and amortization expense:					
Cost of revenue	$ 2,374	$ 1,615	$ 4,457	$ 1,826	2,982
Sales and marketing	46	101	227	76	115
Research and development	16	31	134	122	207
General and administrative	19	765	1,158	505	397
Total depreciation and amortization expense	$ 2,455	$ 2,512	$ 5,976	$ 2,529	3,701

(2) See notes (2) and (13) to our consolidated financial statements appearing elsewhere in this prospectus for further details on the calculation of basic and diluted net loss per share attributable to common stockholders.

(3) Pro forma basic and diluted net loss per share represents net loss divided by the pro forma weighted-average shares of common stock outstanding and reflects (1) the repayment of $11.6 million of outstanding principal and accrued interest under our revolving line of credit and term loan from the proceeds from our sale of approximately 966,667 shares of common stock in this offering at an assumed initial public offering price of $12.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and (2) our write-off of the associated debt issuance costs. Pro forma weighted-average shares outstanding reflects the conversion of all outstanding shares of class A common stock and preferred stock (using the if-converted method) into common stock as though the conversion had occurred on the later of the first day of the relevant period and the date of issuance.

	As of June 30, 2016		
	Actual	Pro forma(1)	Pro forma as adjusted(2)(3)
		(in thousands) (unaudited)	
Consolidated Balance Sheet Data:			
Cash	$ 1,048	$ 1,048	$ 54,357
Accounts receivable, net	17,213	17,213	17,213
Total assets	48,892	48,892	99,583
Total deferred revenue	43,520	43,520	43,520
Total debt	15,462	15,462	—
Total liabilities	69,747	69,747	54,226
Convertible preferred stock	8	—	—
Class A common stock	1	—	—
Common stock	11	20	26
Accumulated deficit	(84,361)	(84,361)	(84,399)
Total stockholders' (deficit) equity	(20,855)	(20,855)	45,357

(1) Pro forma consolidated balance sheet data reflects the automatic conversion of all outstanding shares of class A common stock and preferred stock into common stock immediately prior to the closing of this offering.

(2) Pro forma as adjusted consolidated balance sheet data reflects the pro forma items described immediately above plus (1) our sale of 6,250,000 shares of common stock in this offering at an assumed initial public offering price of $12.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, (2) repayment of principal and interest under our revolving line of credit and term loan and (3) our write-off of the associated debt issuance costs.

(3) Pro forma as adjusted consolidated balance sheet data is illustrative only and will change based on the actual initial public offering price and other terms of this offering determined at pricing. Each $1.00 increase or decrease in the assumed initial public offering price of $12.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease pro forma as adjusted cash, total assets and total stockholders' (deficit) equity by approximately $5.8 million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting underwriting discounts and commissions payable by us. We may also increase or decrease the number of shares we are offering. A 1,000,000 share increase or decrease in the number of shares offered by us would increase or decrease pro forma as adjusted cash, total assets and total stockholders' (deficit) equity by approximately $11.6 million, at the assumed initial public offering price, and after deducting underwriting discounts and commissions payable by us.

Other Metrics

We regularly monitor a number of financial and operating metrics in order to measure our current performance and estimate our future performance. For a further description of how we use these financial and operating metrics, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Other Metrics."

	Year Ended December 31,			Six Months Ended June 30,	
	2013	2014	2015	2015	2016
	(dollars in thousands)				
Revenue retention rate(1)	112%	111%	112%	112%	116%
Adjusted EBITDA(2)	$ 2,152	$ 2,524	$ (3,351)	$ (261)	$ (721)
Adjusted gross margin(3)	$21,412	$30,663	$41,084	$19,064	$25,757
Free cash flow(4)	$ 2,548	$ 3,884	$ (2,953)	$ (1,009)	$ (5,077)

(1) We calculate our revenue retention rate by dividing (1) total revenue in the current 12-month period from those customers who were customers during the prior 12-month period by (2) total revenue from all customers in the prior 12-month period. For the purposes of calculating our revenue retention rate, we count as customers all entities with whom we had contracts in the applicable period other than (1) customers of our wholly-owned subsidiary, Microtech, which generates an immaterial amount of our revenue in any given year and (2) in the first year following our acquisition of another business, customers that we acquired in connection with such acquisition. We believe that our ability to retain our customers and expand their use of our solutions over time is an indicator of the stability of our revenue base and the long-term value of our customer relationships. Our revenue retention rate provides insight into the impact on current period revenue of the number of new customers acquired during the prior 12-month period, the timing of our implementation of those new customers, growth in the usage of our solutions by our existing customers and customer attrition. If our revenue retention rate for a period exceeds 100%, this means that the revenue retained during the period including upsells, more than offset the revenue that we lost from customers that did not renew their contracts during the period.

(2) Adjusted EBITDA represents our net loss before interest income and interest expense, income tax expense and benefit, depreciation and amortization expense and stock-based compensation expense. We do not consider these items to be indicative of our core operating performance. The items that are non-cash include depreciation and amortization expense and stock-based compensation expense. Adjusted EBITDA is a measure used by management to understand and evaluate our core operating performance and trends and to generate future operating plans, make strategic decisions regarding the allocation of capital and invest in initiatives that are focused on cultivating new markets for our solutions. In particular, the exclusion of certain expenses in calculating adjusted EBITDA facilitates comparisons of our operating performance on a period-to-period basis. Adjusted EBITDA is not a measure calculated in accordance with United States generally accepted accounting principles, or GAAP.

We believe that adjusted EBITDA provides useful information to investors and others in understanding and evaluating our operating results in the same manner as our management and board of directors. Nevertheless, use of adjusted EBITDA has limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our financial results as reported under GAAP. Some of these limitations are: (1) although depreciation and amortization are non-cash charges, the capitalized software that is amortized will need to be replaced in the future, and adjusted EBITDA does not reflect cash capital expenditure requirements for such replacements or for new capital expenditure requirements; (2) adjusted EBITDA does not reflect changes in, or cash requirements for, our working capital needs; (3) adjusted EBITDA does not reflect the potentially dilutive impact of equity-based compensation; (4) adjusted EBITDA does not reflect tax payments or receipts that may represent a reduction or increase in cash available to us; and (5) other companies, including companies in our industry, may calculate adjusted EBITDA or similarly titled measures differently, which reduces the usefulness of the metric as a comparative measure. Because of these and other limitations, you should consider adjusted EBITDA alongside our other GAAP-based financial performance measures, net loss and our other GAAP financial results. The following table presents a reconciliation of adjusted EBITDA to net loss, the most directly comparable GAAP measure, for each of the periods indicated.

	Year Ended December 31,			Six Months Ended June 30,	
	2013	2014	2015	2015	2016
	(in thousands)			(unaudited)	
Net loss	$ (889)	$ (623)	$(10,824)	$ (3,204)	$ (6,029)
Interest expense, net	292	348	537	244	311
Provision for (benefit from) income taxes	118	(89)	(562)	(188)	(110)
Depreciation and amortization expense	2,455	2,512	5,976	2,529	3,701
Stock-based compensation expense	176	376	1,522	358	1,406
Total net adjustments	$3,041	$3,147	$ 7,473	$ 2,943	$ 5,308
Adjusted EBITDA	$2,152	$2,524	$ (3,351)	$ (261)	$ (721)

(3) Adjusted gross margin represents gross profit plus stock-based compensation and amortization expenses related to acquisitions. Adjusted gross margin is a measure used by management to understand and evaluate our core operating performance and trends and to generate future operating plans. The exclusion of stock-based compensation expense and amortization expenses related to acquisitions facilitates comparisons of our operating performance on a period-to-period basis. Adjusted gross margin is not a measure calculated in accordance with GAAP. We believe that adjusted gross margin provides useful information to investors and others in understanding and evaluating our operating results in the same manner as our management and board of directors. Nevertheless, our use of adjusted gross margin has limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our financial results as reported under GAAP. You should consider adjusted gross margin alongside our other GAAP-based financial performance measures, gross profit and our other GAAP financial results. The following table presents a reconciliation of adjusted gross margin to gross profit, the most directly comparable GAAP measure, for each of the periods indicated.

	Year Ended December 31,			Six Months Ended June 30,	
	2013	2014	2015	2015	2016
	(in thousands)			(unaudited)	
Gross profit	$ 21,341	$ 30,332	$ 38,931	$ 18,268	$ 24,483
Stock-based compensation expense	48	82	150	57	89
Amortization expense related to acquisitions	23	249	2,003	739	1,185
Adjusted gross margin	$ 21,412	$ 30,663	$ 41,084	$ 19,064	$ 25,757

(4) Free cash flow represents net cash provided by (used in) operating activities minus capital expenditures and capitalized software development costs. Free cash flow is a measure used by management to understand and evaluate our core operating performance and trends and to generate future operating plans. The exclusion of capital expenditures and amounts capitalized for internally-developed software facilitates comparisons of our operating performance on a period-to-period basis and excludes items that we do not consider to be indicative of our core operating performance. Free cash flow is not a measure calculated in accordance with GAAP. We believe that free cash flow provides useful information to investors and others in understanding and evaluating our operating results in the same manner as our management and board of directors. Nevertheless, our use of free cash flow has limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our financial results as reported under GAAP. You should consider free cash flow alongside our other GAAP-based financial performance measures, net cash provided by (used in) operating activities, and our other GAAP financial results. The following table presents a reconciliation of free cash flow to net cash for operating activities, the most directly comparable GAAP measure, for each of the periods indicated.

	Year Ended December 31,			Six Months Ended June 30,	
	2013	2014	2015	2015	2016
	(in thousands)			(unaudited)	
Net cash provided by (used in) operating activities	$ 3,998	$ 7,716	$ 4,451	$ 2,578	$ (1,691)
Capital expenditures	(688)	(2,155)	(2,502)	(1,327)	(346)
Capitalized software development costs	(762)	(1,677)	(4,902)	(2,260)	(3,040)
Total net adjustments	$ (1,450)	$ (3,832)	$ (7,404)	$ (3,587)	$ (3,386)
Free cash flow	$ 2,548	$ 3,884	$ (2,953)	$ (1,009)	$ (5,077)

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should consider carefully the risks and uncertainties described below, together with all of the other information in this prospectus, including our consolidated financial statements and related notes, before deciding whether to purchase shares of our common stock. If any of the following risks is realized, our business, financial condition, results of operations and prospects could be materially and adversely affected. In that event, the price of our common stock could decline, and you could lose part or all of your investment.

Risks Related to Our Business and Our Industry

If our business does not grow as we expect, or if we fail to manage our growth effectively, our operating results and business prospects would suffer.

We increased our number of full-time employees from 189 to 303 to 418 as of December 31, 2013, 2014 and 2015, respectively, and to 430 as of June 30, 2016. From June 30, 2015 to June 30, 2016, we increased the headcount of our sales organization by 24%, and our revenue increased by $8.3 million for the six months ended June 30, 2016 compared to the six months ended June 30, 2015, due in part to the increase in our customer base.

However, our business may not continue to grow as quickly or at all in the future, which would adversely affect our revenue and business prospects. Our business growth depends on a number of factors including:

- our ability to execute upon our business plan effectively;
- our ability to accelerate our acquisition of new customers;
- our ability to further sell to our existing customers new applications and features and to additional departments in their organizations;
- our ability to develop new applications to target new markets and use cases;
- our ability to expand our international footprint;
- the growth of the market in which we operate;
- our ability to maintain our technology leadership position; and
- our ability to acquire complementary business, technologies and teams we need.

Further, our growth has placed, and will continue to place, a strain on our managerial, operational, financial and other resources, and our future operating results depend to a large extent on our ability to successfully manage our anticipated expansion and growth. To manage our growth successfully and handle the responsibilities of being a public company, we believe we must effectively, among other things:

- increase our customer base and upsell and cross-sell additional and new applications to our existing customers;
- invest in sales and marketing and expand our channel partner relationships;
- develop new applications that target new markets and use cases;
- expand our international operations; and
- improve our platform and applications, financial and operational systems, procedures and controls.

We intend to continue our investment in sales and marketing, our platform and applications, research and development, and general and administrative functions and other areas to grow our business. We are likely to recognize the costs associated with these investments earlier than some of the anticipated benefits and the return on these investments may be lower, or may develop more slowly, than we expect, which could adversely affect our operating results.

If we are unable to manage our growth effectively in a manner that preserves the key aspects of our corporate culture, we may not be able to take advantage of market opportunities or develop new applications or upgrades to our existing applications and we may fail to satisfy customer requirements, maintain the quality and security of our applications, execute on our business plan or respond to competitive pressures, which could result in our financial results suffering and a decline in our stock price.

We have not been profitable on a consistent basis historically and may not achieve or maintain profitability in the future.

We have posted a net loss in each year since inception, including net losses of $0.9 million, $0.6 million, $10.8 million and $6.0 million in the years ended December 31, 2013, 2014, 2015 and six months ended June 30, 2016, respectively. As of June 30, 2016, we had an accumulated deficit of $84.4 million. While we have experienced significant revenue growth in recent periods and profitability solely in the quarters ended March 31, 2014, June 30, 2014 and September 30, 2014, we are not certain whether or when we will obtain a high enough volume of sales of our applications to sustain or increase our growth or achieve or maintain profitability in the future. We also expect our costs to increase in future periods, which could negatively affect our future operating results if our revenue does not increase. In particular, we expect to continue to expend substantial financial and other resources on:

- sales and marketing, including a significant expansion of our sales organization, both domestically and internationally;
- research and development related to our platform and applications, including investments in our research and development team;
- continued international expansion of our business; and
- general administration expenses, including legal and accounting expenses related to being a public company.

These investments may not result in increased revenue or growth in our business. If we are unable to increase our revenue at a rate sufficient to offset the expected increase in our costs, our business, financial position and results of operations will be harmed, and we may not be able to achieve or maintain profitability over the long term. Additionally, we may encounter unforeseen operating expenses, difficulties, complications, delays and other unknown factors that may result in losses in future periods. If our revenue growth does not meet our expectations in future periods, our financial performance may be harmed, and we may not achieve or maintain profitability in the future.

To date, we have derived substantially all of our revenue from the sale of our Mass Notification application. If we are unable to renew or increase sales of this application, or if we are unable to increase sales of our other applications, our business and operating results could be adversely affected.

While we have recently introduced five new critical communications applications, one of which was introduced in the middle of 2014, three of which were introduced in 2015 and one of which was introduced in 2016, we derived 95%, 96%, 91%, 92% and 88% of our revenue from sales of our Mass Notification application in 2013, 2014, 2015 and the six months ended June 30, 2015 and 2016, respectively, and expect to continue to derive a substantial portion of our revenue from sales of this application in the near term. As a result, our operating results could suffer due to:

- any decline in demand for our Mass Notification application;
- pricing or other competitive pressures from competing products;

- the introduction of applications and technologies that serve as a replacement or substitute for, or represent an improvement over, our Mass Notification application;
- technological innovations or new standards that our Mass Notification application do not address; and
- sensitivity to current or future prices offered by us or competing solutions.

Because of our reliance on our Mass Notification application, our inability to renew or increase sales of this application or a decline in prices of this application would harm our business and operating results more seriously than if we derived significant revenue from a variety of applications. Any factor adversely affecting sales of our historical or new applications, including release cycles, market acceptance, competition, performance and reliability, reputation and economic and market conditions, could adversely affect our business and operating results.

If we are unable to develop upgrades to our platform, develop new applications, sell our platform and applications into new markets or further penetrate our existing market, our revenue may not grow.

Our ability to increase sales will depend in large part on our ability to enhance and improve our platform and applications, introduce new applications in a timely manner, develop new use cases for our platform and further penetrate our existing market. The success of any enhancement to our platform or new applications depends on several factors, including the timely completion, introduction and market acceptance of enhanced or new applications, the ability to maintain and develop relationships with channel partners and communications carriers, the ability to attract, retain and effectively train sales and marketing personnel and the effectiveness of our marketing programs. Any new application that we develop or acquire may not be introduced in a timely or cost-effective manner, and may not achieve the broad market acceptance necessary to generate significant revenue. Any new markets into which we attempt to sell our applications, including new vertical markets and new countries or regions, may not be receptive. Our ability to further penetrate our existing markets depends on the quality of our platform and applications and our ability to design our platform and applications to meet consumer demand. Any failure to enhance or improve our platform and applications as well as introduce new applications may adversely affect our revenue growth and operating results.

If we are unable to attract new customers or sell additional applications to our existing customers, our revenue and revenue growth will be harmed.

A part of our growth strategy is to add new customers and sell additional applications to our existing customers. Our ability to maintain existing customers, sell them new applications and to add new customers will depend in significant part on our ability to anticipate industry evolution, practices and standards and to continue to introduce and enhance the applications we offer on a timely basis to keep pace with technological developments. However, we may prove unsuccessful in developing new applications and improving existing applications. In addition, the success of any new application depends on several factors, including the timely completion, introduction and market acceptance of the application. Any new applications we develop or acquire might not be introduced in a timely or cost-effective manner and might not achieve the broad market acceptance necessary to generate significant revenue. If any of our competitors implements new technologies before we are able to implement them or better anticipates market opportunities, those competitors may be able to provide more effective or cheaper products than ours. As a result, we may be unable to renew our agreements with existing customers, attract new customers or grow or maintain our business from existing customers, which could harm our revenue and growth.

Failure to effectively develop and expand our sales and marketing capabilities could harm our ability to increase our customer base and achieve broader market acceptance of our platform and applications.

To increase total customers and achieve broader market acceptance of our platform and applications, we will need to expand our sales and marketing organization, including the vertical and geographic distribution of our salesforce and our teams of account executives focused on new accounts, account managers responsible for renewal and growth of existing accounts, and business development representatives targeting new and growth business opportunity creation. We will continue to dedicate significant resources to our global sales and

marketing organizations. The effectiveness of our sales and marketing teams has varied over time and may vary in the future, and depends in part on our ability to maintain and improve our platform and applications. All of these efforts will require us to invest significant financial and other resources and we are unlikely to see the benefits, if any, of these increases until future periods after incurring these expenses. Our business will be seriously harmed if our efforts do not generate a correspondingly significant increase in revenue. We may not achieve revenue growth from expanding our salesforce if we are unable to hire, develop and retain talented sales personnel, if our new sales personnel are unable to achieve desired productivity levels in a reasonable period of time or if our sales and marketing programs are not effective.

The nature of our business exposes us to inherent liability risks.

Our applications, including our Mass Notification, Incident Management, IT Alerting, Safety Connection, Community Engagement, Secure Messaging and Internet of Things applications, are designed to communicate life-saving or damage-mitigating information to the right people, on the right device, in the right location, at the right time during public safety threats and critical business events. Due to the nature of such applications, we are potentially exposed to greater risks of liability for employee acts or omissions or system failures than may be inherent in other businesses. Although substantially all of our customer agreements contain provisions limiting our liability to our customers, we cannot assure you that these limitations will be enforced or the costs of any litigation related to actual or alleged omissions or failures would have a material adverse effect on us even if we prevail. Further, certain of our insurance policies and the laws of some states may limit or prohibit insurance coverage for punitive or certain other types of damages or liability arising from gross negligence and we cannot assure you that we are adequately insured against the risks that we face.

Because we generally recognize revenue ratably over the term of our contract with a customer, downturns or upturns in sales will not be fully reflected in our operating results until future periods.

Our revenue is primarily generated from subscriptions to our critical communications applications. Our customers do not have the right to take possession of our software platform and applications. Revenue from subscriptions, including additional fees for items such as incremental usage is recognized ratably over the subscription period beginning on the date that the subscription is made available to the customer. Our agreements with our customers typically range from one to three years. As a result, much of the revenue that we report in each quarter is attributable to agreements entered into during previous quarters. Consequently, a decline in sales, customer renewals or market acceptance of our applications in any one quarter would not necessarily be fully reflected in the revenue in that quarter, and would negatively affect our revenue and profitability in future quarters. This ratable revenue recognition also makes it difficult for us to rapidly increase our revenue through additional sales in any period, as revenue from new customers generally is recognized over the applicable agreement term.

We operate in an emerging and evolving market, which may develop more slowly or differently than we expect. If our market does not grow as we expect, or if we cannot expand our platform and applications to meet the demands of this market, our revenue may decline, fail to grow or fail to grow at an accelerated rate, and we may incur operating losses.

The market for targeted and contextually relevant critical communications is in an early stage of development, and it is uncertain whether this market will develop, and even if it does develop, how rapidly or how consistently it will develop or whether our platform and applications will be accepted into the markets in which we operate and plan to operate. Our success will depend to a substantial extent on the widespread adoption of our platform and applications as an alternative to historical mass notification systems. Some organizations may be reluctant or unwilling to use our platform and applications for a number of reasons, including concerns about additional costs, uncertainty regarding the reliability and security of cloud-based offerings or lack of awareness of the benefits of our platform and applications. Many organizations have invested substantial personnel and financial resources to integrate traditional on-premise applications into their businesses, and therefore may be reluctant or unwilling to migrate to cloud-based applications. Our ability to expand sales of our platform and applications into new markets depends on

several factors, including the awareness of our platform and applications; the timely completion, introduction and market acceptance of enhancements to our platform and applications or new applications that we may introduce; our ability to attract, retain and effectively train sales and marketing personnel; our ability to develop relationships with channel partners and communication carriers; the effectiveness of our marketing programs; the costs of our platform and applications; and the success of our competitors. If we are unsuccessful in developing and marketing our platform and applications into new markets, or if organizations do not perceive or value the benefits of our platform and applications, the market for our platform and applications might not continue to develop or might develop more slowly than we expect, either of which would harm our revenue and growth prospects.

Our estimates of market opportunity and forecasts of market growth may prove to be inaccurate, and even if the market in which we compete achieves the forecasted growth, our business could fail to grow at similar rates, if at all.

Market opportunity estimates and growth forecasts are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. Our estimates and forecasts relating to the size and expected growth of our addressable market may prove to be inaccurate. Even if the market in which we compete meets our size estimates and forecasted growth, our business could fail to grow at similar rates, if at all.

The markets in which we participate are competitive, and if we do not compete effectively, our operating results could be harmed.

The market for critical communications solutions is highly fragmented, competitive and constantly evolving. With the introduction of new technologies and market entrants, we expect that the competitive environment in which we compete will remain intense going forward. Some of our competitors have made or may make acquisitions or may enter into partnerships or other strategic relationships to provide a more comprehensive offering than they individually had offered or achieve greater economies of scale. In addition, new entrants not currently considered to be competitors may enter the market through acquisitions, partnerships or strategic relationships. We compete on the basis of a number of factors, including:

- application functionality, including local and multi-modal delivery in international markets;
- breadth of offerings;
- performance, security, scalability and reliability;
- compliance with local regulations and multi-language support;
- brand recognition, reputation and customer satisfaction;
- ease of application implementation, use and maintenance; and
- total cost of ownership.

We face competition from in-house solutions, large integrated systems vendors and established and emerging cloud and SaaS and other software providers. Our competitors vary in size and in the breadth and scope of the products and services offered. Many of our competitors and potential competitors have greater name recognition, longer operating histories, more established customer relationships, larger marketing budgets and greater resources than we do. While some of our competitors provide a platform with applications to support one or more use cases, many others provide point-solutions that address a single use case. Further, other potential competitors not currently offering competitive applications may expand their offerings to compete with our solutions. Our competitors may be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standards and customer requirements. An existing competitor or new entrant could introduce new technology that reduces demand for our solutions. In addition to application and technology competition, we face pricing competition. Some of our competitors offer their applications or services at a lower price, which has resulted in pricing pressures. Some of our larger competitors have the operating flexibility to

bundle competing applications and services with other offerings, including offering them at a lower price as part of a larger sale. For all of these reasons, we may not be able to compete successfully and competition could result in reduced sales, reduced margins, losses or the failure of our applications to achieve or maintain market acceptance, any of which could harm our business.

We may not be able to scale our business quickly enough to meet our customers' growing needs and if we are not able to grow efficiently, our operating results could be harmed.

As usage of our platform and applications grows, we will need to continue making significant investments to develop and implement new applications, technologies, security features and cloud-based infrastructure operations. In addition, we will need to appropriately scale our internal business systems and our services organization, including customer support and professional services, to serve our growing customer base, particularly as our customer demographics change over time. Any failure of, or delay in, these efforts could impair the performance of our platform and applications and reduce customer satisfaction. Even if we are able to upgrade our systems and expand our staff, any such expansion may be expensive and complex, requiring management's time and attention. To the extent that we do not effectively scale our platform and operations to meet the growing needs of our customers, we may not be able to grow as quickly as we anticipate, our customers may reduce or cancel use of our applications and professional services, we may be unable to compete effectively and our business and operating results may be harmed.

Our quarterly results of operations may fluctuate, and if we fail to meet or exceed the expectations of investors or securities analysts, our stock price could decline.

Our quarterly revenue and results of operations have historically varied from period to period, and we expect that they will continue to do so as a result of a variety of factors, including many that are outside of our control. Our future revenue is difficult to predict. Our expense levels are relatively fixed in the short term and are based, in part, on our expectations as to future revenue. If revenue levels are below our expectations, we may incur higher losses and may never attain or maintain consistent profitability. Our operating results may be disproportionately affected by a reduction in revenue because a proportionately smaller amount of our expenses varies with our revenues. If our quarterly revenue or results of operations fall below the expectations of investors or securities analysts, the price of our common stock could decline substantially. Fluctuations in our results of operations may be due to a number of factors, including:

- fluctuations in demand for our platform and applications;
- changes in our business or pricing policies in response to competitive pricing actions or otherwise;
- the timing and success of introductions of new applications or upgrades to our platform;
- the impact of acquisition transaction-related amortization expenses and other certain expenses on our gross profit;
- competition, including entry into the industry by new competitors and new offerings by existing competitors;
- changes in the business or pricing policies of our competitors;
- the amount and timing of expenditures, including those related to expanding our operations, increasing research and development, enhancing our platform, introducing new applications or growing our sales and marketing teams;
- our ability to effectively manage growth within existing and new markets, both domestically and internationally;
- changes in the payment terms for our applications;

- our ability to successfully manage any future acquisitions of businesses or technologies;
- the strength of regional, national and global economies; and
- the impact of natural disasters or man-made problems such as cyber incidents and terrorism.

Due to the foregoing factors and the other risks discussed in this prospectus, you should not rely on quarter-to-quarter comparisons of our results of operations as an indication of our future performance nor should you consider our recent revenue growth or results in any single period to be indicative of our future performance.

Interruptions or delays in service from our third-party data center providers could impair our ability to make our platform and applications available to our customers, resulting in customer dissatisfaction, damage to our reputation, loss of customers, limited growth and reduction in revenue.

We currently serve part of our platform functions from third-party data center hosting facilities operated by Century Link and located in the Los Angeles, California and Denver, Colorado areas. In addition, we serve ancillary functions for our customers from third-party data center hosting facilities operated by Interoute located in the United Kingdom, Germany and the Netherlands, and by Elastichost in Toronto, Canada. We also rely on Amazon Web Services located in California and Virginia to host certain of our platform functions and applications. Our operations depend, in part, on our third-party facility providers' abilities to protect these facilities against damage or interruption from natural disasters, power or telecommunications failures, cyber incidents, criminal acts and similar events. In the event that any of our third-party facilities arrangements is terminated, or if there is a lapse of service or damage to a facility, we could experience interruptions in our platform as well as delays and additional expenses in arranging new facilities and services. Any changes in third-party service levels at our data centers or any errors, defects, disruptions, cyber incidents or other performance problems with our solutions could harm our reputation.

Any damage to, or failure of, the systems of our third-party providers could result in interruptions to our platform. Despite precautions taken at our data centers, the occurrence of spikes in usage volume, natural disasters, cyber incidents, acts of terrorism, vandalism or sabotage, closure of a facility without adequate notice or other unanticipated problems could result in lengthy interruptions in the availability of our platform and applications. Problems faced by our third-party data center locations, with the telecommunications network providers with whom they contract, or with the systems by which our telecommunications providers allocate capacity among their customers, including us, could adversely affect the experience of our customers. Because of the nature of the services that we provide to our customers during public safety threats and critical business events, any such interruption may arise when our customers are most reliant on our applications, thereby compounding the impact of any interruption on our business. Interruptions in our services might reduce our revenue, cause us to issue refunds to customers and subject us to potential liability.

Further, our insurance policies may not adequately compensate us for any losses that we may incur in the event of damage or interruption. Although we benefit from liability protection under the Support Anti-Terrorism by Fostering Effective Technology Act of 2002, the occurrence of any of the foregoing could reduce our revenue, still subject us to liability, cause us to issue credits to customers or cause customers not to renew their subscriptions for our applications, any of which could materially adversely affect our business.

Failures or reduced accessibility of third-party software on which we rely could impair the availability of our platform and applications and adversely affect our business.

We license software from third parties for integration into our platform and applications, including open source software. These licenses might not continue to be available to us on acceptable terms, or at all. While we are not substantially dependent upon any third-party software, the loss of the right to use all or a significant portion of our third-party software required for the development, maintenance and delivery of our applications could result in delays in the provision of our applications until we develop or identify, obtain and integrate equivalent technology, which could harm our business.

Any errors or defects in the hardware or software we use could result in errors, interruptions, cyber incidents or a failure of our applications. Any significant interruption in the availability of all or a significant portion of such software could have an adverse impact on our business unless and until we can replace the functionality provided by these applications at a similar cost. Furthermore, this software may not be available on commercially reasonable terms, or at all. The loss of the right to use all or a significant portion of this software could limit access to our platform and applications. Additionally, we rely upon third parties' abilities to enhance their current applications, develop new applications on a timely and cost-effective basis and respond to emerging industry standards and other technological changes. We may be unable to effect changes to such third-party technologies, which may prevent us from rapidly responding to evolving customer requirements. We also may be unable to replace the functionality provided by the third-party software currently offered in conjunction with our applications in the event that such software becomes obsolete or incompatible with future versions of our platform and applications or is otherwise not adequately maintained or updated.

If we do not or cannot maintain the compatibility of our platform with third-party applications that our customers use in their businesses, our revenue will decline.

As a significant percentage of our customers choose to integrate our solutions with certain capabilities provided by third-party providers, the functionality and popularity of our solutions depend, in part, on our ability to integrate our platform and applications with certain third-party systems. Third-party providers may change the features of their technologies, restrict our access to their applications or alter the terms governing use of their applications in an adverse manner. Such changes could functionally limit or terminate our ability to use these third-party technologies in conjunction with our platform and applications, which could negatively impact our solutions and harm our business. If we fail to integrate our solutions with new third-party applications that our customers use, we may not be able to offer the functionality that our customers need, which would negatively impact our ability to generate revenue and adversely impact our business.

Changes in the mix of sizes or types of businesses or government agencies that purchase our platform and applications purchased or used by our customers could affect our operating results.

We have sold and will continue to sell to enterprises of all sizes, municipal and regional governmental agencies, non-profit organizations, educational institutions and healthcare organizations. Sales to larger organizations may entail longer sales cycles and more significant selling efforts. Selling to small businesses may involve greater credit risk and uncertainty. Changes in the sizes or types of businesses that purchase our applications could cause our operating results to be adversely affected.

If our, our customers' or our third-party providers' security measures are compromised or unauthorized access to the data of our customers or their employees, customers or constituents is otherwise obtained, our platform may be perceived as not being secure, our customers may be harmed and may curtail or cease their use of our applications, our reputation may be damaged and we may incur significant liabilities.

Our operations involve the storage and transmission of data of our customers and their employees, customers and constituents, including personally identifiable information such as contact information and physical location. Security incidents, whether as a result of third-party action, employee or customer error, technology impairment or failure, malfeasance or criminal activity, could result in unauthorized access to, or loss or unauthorized disclosure of, this information, litigation, indemnity obligations and other possible liabilities, as well as negative publicity, which could damage our reputation, impair our sales and harm our customers and our business. Cyber incidents and malicious internet-based activity continue to increase generally, and providers of cloud-based services have been targeted. If third parties with whom we work, such as vendors or developers, violate applicable laws or our security policies, such violations may also put our customers' information at risk and could in turn have an adverse effect on our business. We may be unable to anticipate or prevent techniques used to obtain unauthorized access or to sabotage systems because they change frequently and often are not detected until after an incident has occurred. As we increase our customer base and our brand becomes more widely known and recognized, third parties may increasingly seek to compromise our security controls or gain

unauthorized access to our sensitive corporate information or customers' data. Further, because of the nature of the services that we provide to our customers during public safety threats and critical business events, we may be a unique target for attacks.

Many governments have enacted laws requiring companies to notify individuals of data security incidents or unauthorized transfers involving certain types of personal data. In addition, some of our customers contractually require notification of any data security incident. Accordingly, security incidents experienced by our competitors, by our customers or by us may lead to public disclosures, which may lead to widespread negative publicity. Any security compromise in our industry, whether actual or perceived, could harm our reputation, erode customer confidence in the effectiveness of our security measures, negatively impact our ability to attract new customers, cause existing customers to elect not to renew their subscriptions or subject us to third-party lawsuits, regulatory fines or other action or liability, which could materially and adversely affect our business and operating results. Further, the costs of compliance with notification laws and contractual obligations may be significant and any requirement that we provide such notifications as a result of an actual or alleged compromise could have a material and adverse effect on our business.

While we maintain general liability insurance coverage and coverage for errors or omissions, we cannot assure you that such coverage would be adequate or would otherwise protect us from liabilities or damages with respect to claims alleging compromises of personal data or that such coverage will continue to be available on acceptable terms or at all.

If our applications fail to function in a manner that allows our customers to operate in compliance with regulations and/or industry standards, our revenue and operating results could be harmed.

Certain of our customers require applications that ensure secure communications given the nature of the content being distributed and associated applicable regulatory requirements. In particular, our healthcare customers rely on our applications to communicate in a manner that is designed to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, the 2009 Health Information Technology for Economic and Clinical Health Act, the Final Omnibus Rule of January 25, 2013, which are collectively referred to as HIPAA, and which impose privacy and data security standards that protect individually identifiable health information by limiting the uses and disclosures of individually identifiable health information and requiring that certain data security standards be implemented to protect this information. As a "business associate" to "covered entities" that are subject to HIPAA, we also have our own compliance obligations directly under HIPAA and pursuant to the business associate agreements that we are required to enter into with our customers that are HIPAA-covered entities.

Governments and industry organizations may also adopt new laws, regulations or requirements, or make changes to existing laws or regulations, that could impact the demand for, or value of, our applications. If we are unable to adapt our applications to changing legal and regulatory standards or other requirements in a timely manner, or if our applications fail to allow our customers to communicate in compliance with applicable laws and regulations, our customers may lose confidence in our applications and could switch to products offered by our competitors, or threaten or bring legal actions against us.

In addition, governmental and other customers may require our applications to comply with certain privacy, security or other certifications and standards. For instance, with regard to transfers of personal data, the EU-US Safe Harbor program, which provided a valid legal basis for transfers of personal data from Europe to the United States, was invalidated in October 2015, which has a significant impact on the transfer of data from the European Union to U.S. companies, including us. While we have other legally recognized mechanisms in place that we believe allow for the lawful transfer of EU customer and employee information to the United States, it is possible that these mechanisms may also be challenged or evolve to include new legal requirements that could have an impact on how we move this data. Recently, the United States and the European Union agreed in principle upon a new framework called the Privacy Shield as a potential replacement for the EU-US Safe Harbor, but it has not yet been finalized, published or interpreted. The Privacy Shield may add significant requirements that could impact our business and result in substantial expense, and changes to our operations, to implement, and it is unclear that it will be appropriate for us. If our applications are late in achieving or fail to achieve or maintain

compliance with these certifications and standards, or our competitors achieve compliance with these certifications and standards, we may be disqualified from selling our applications to such customers, or may otherwise be at a competitive disadvantage, either of which would harm our business, results of operations and financial condition. If our policies and practices are, or are perceived to be, insufficient or if our customers have concerns regarding the transfer of data from the European Union to the United States, we could be subject to enforcement actions or investigations by EU Data Protection Authorities or lawsuits by private parties, and our business could be negatively impacted.

If we fail to offer high-quality customer support, our business and reputation may suffer.

We offer our customers implementation services and 24/7 support through our customer support centers as well as education, professional development and certification through Everbridge University as well as a range of consulting services. Consulting service offerings include onsite implementation packages, Certified Emergency Management professional operational reviews, dedicated client care representatives, custom web-based training, and development of client-specific communications materials to increase internal awareness of system value.

Providing this education, training and support requires that our personnel who manage our training resources or provide customer support have specific experience, knowledge and expertise, making it more difficult for us to hire qualified personnel and to scale up our support operations. The importance of high-quality customer support will increase as we expand our business and pursue new customers and larger organizations. We may be unable to respond quickly enough to accommodate short-term increases in customer demand for support services or scale our services if our business grows. We also may be unable to modify the format of our support services or change our pricing to compete with changes in support services provided by our competitors. Increased customer demand for these services, without corresponding revenue, could increase our costs and harm our operating results. If we do not help our customers use applications within our platform and provide effective ongoing support, our ability to sell additional applications to, or to retain, existing customers may suffer and our reputation with existing or potential customers may be harmed.

Our strategy includes pursuing acquisitions, and our potential inability to successfully integrate newly-acquired technologies, assets or businesses may harm our financial results. Future acquisitions of technologies, assets or businesses, which are paid for partially or entirely through the issuance of stock or stock rights, could dilute the ownership of our existing stockholders.

We have acquired businesses and technology in the past. For example, we acquired Vocal Limited in March 2014, the assets of Nixle, LLC in December 2014 and technology from Tapestry Telemed LLC in December 2014. We believe that part of our continued growth will be driven by acquisitions of other companies or their technologies, assets, businesses and teams. Any acquisitions we complete will give rise to risks, including:

- incurring higher than anticipated capital expenditures and operating expenses;
- failing to assimilate the operations and personnel or failing to retain the key personnel of the acquired company or business;
- failing to integrate the acquired technologies, or incurring significant expense to integrate acquired technologies, into our platform and applications;
- disrupting our ongoing business;
- diverting our management’s attention and other company resources;
- failing to maintain uniform standards, controls and policies;
- incurring significant accounting charges;
- impairing relationships with our customers and employees;

- finding that the acquired technology, asset or business does not further our business strategy, that we overpaid for the technology, asset or business or that we may be required to write off acquired assets or investments partially or entirely;
- failing to realize the expected synergies of the transaction;
- being exposed to unforeseen liabilities and contingencies that were not identified prior to acquiring the company; and
- being unable to generate sufficient revenue and profits from acquisitions to offset the associated acquisition costs.

Fully integrating an acquired technology, asset or business into our operations may take a significant amount of time. We may not be successful in overcoming these risks or any other problems encountered with acquisitions. To the extent that we do not successfully avoid or overcome the risks or problems related to any such acquisitions, our results of operations and financial condition could be harmed. Acquisitions also could impact our financial position and capital requirements, or could cause fluctuations in our quarterly and annual results of operations. Acquisitions could include significant goodwill and intangible assets, which may result in future impairment charges that would reduce our stated earnings. We may incur significant costs in our efforts to engage in strategic transactions and these expenditures may not result in successful acquisitions.

We expect that the consideration we might pay for any future acquisitions of technologies, assets, businesses or teams could include stock, rights to purchase stock, cash or some combination of the foregoing. If we issue stock or rights to purchase stock in connection with future acquisitions, net income per share and then-existing holders of our common stock may experience dilution.

We rely on the performance of our senior management and highly skilled personnel, and if we are unable to attract, retain and motivate well-qualified employees, our business and results of operations could be harmed.

We believe our success has depended, and continues to depend, on the efforts and talents of senior management and key personnel, including Jaime Ellertson, our President, Chief Executive Officer and Chairman of our board of directors, Kenneth S. Goldman, our Senior Vice President and Chief Financial Officer, and Imad Mouline, our Senior Vice President and Chief Technology Officer. Our future success depends on our continuing ability to attract, develop, motivate and retain highly qualified and skilled employees. Qualified individuals are in high demand, and we may incur significant costs to attract them. In addition, the loss of any of our senior management or key personnel could interrupt our ability to execute our business plan, as such individuals may be difficult to replace. If we do not succeed in attracting well- qualified employees or retaining and motivating existing employees, our business and results of operations could be harmed.

Uncertain or weakened global economic conditions may adversely affect our industry, business and results of operations.

Our overall performance depends on domestic and worldwide economic conditions, which may remain challenging for the foreseeable future. Financial developments seemingly unrelated to us or to our industry may adversely affect us and our planned international expansion. The U.S. economy and other key international economies have been impacted by threatened sovereign defaults and ratings downgrades, falling demand for a variety of goods and services, restricted credit, threats to major multinational companies, poor liquidity, reduced corporate profitability, volatility in credit, equity and foreign exchange markets, bankruptcies and overall uncertainty. These conditions affect the rate of information technology spending and could adversely affect our customers' ability or willingness to purchase our applications and services, delay prospective customers' purchasing decisions, reduce the value or duration of their subscriptions or affect renewal rates, any of which could adversely affect our operating results. We cannot predict the timing, strength or duration of the economic recovery or any subsequent economic slowdown worldwide, in the United States, or in our industry.

Any future litigation against us could be costly and time-consuming to defend.

We have in the past and may in the future become subject, from time to time, to legal proceedings and claims that arise in the ordinary course of business such as claims brought by our customers in connection with commercial disputes or employment claims made by our current or former employees. Litigation might result in substantial costs and may divert management's attention and resources, which might seriously harm our business, overall financial condition and operating results. Insurance might not cover such claims, might not provide sufficient payments to cover all the costs to resolve one or more such claims and might not continue to be available on terms acceptable to us. A claim brought against us that is uninsured or underinsured could result in unanticipated costs, thereby reducing our operating results and leading analysts or potential investors to reduce their expectations of our performance, which could reduce the trading price of our stock.

Because our long-term growth strategy involves further expansion of our sales to customers outside the United States, our business will be susceptible to risks associated with international operations.

A component of our growth strategy involves the further expansion of our operations and customer base internationally. We opened our first international office in Beijing, China in April 2012 and subsequently opened an office in Windsor, United Kingdom in September 2012 as part of our geographic expansion. In March 2014, we acquired Vocal Limited, a mass notification company based in Colchester, United Kingdom. For each of the years ended December 31, 2014 and 2015, approximately 14% of our revenue was derived from customers located outside of the United States. For the six months ended June 30, 2016, approximately 12% of our revenue was derived from customers located outside of the United States. We intend to further expand our local presence in regions such as Europe, the Middle East and Asia. Our current international operations and future initiatives will involve a variety of risks, including:

- currency exchange rate fluctuations and the resulting effect on our revenue and expenses, and the cost and risk of entering into hedging transactions if we chose to do so in the future;
- economic or political instability in foreign markets;
- greater difficulty in enforcing contracts, accounts receivable collection and longer collection periods;
- more stringent regulations relating to technology, including with respect to privacy, data security and the unauthorized use of, access to, or deletion of commercial and personal information, particularly in the European Union;
- difficulties in maintaining our company culture with a dispersed and distant workforce;
- unexpected changes in regulatory requirements, taxes or trade laws;
- differing labor regulations, especially in the European Union, where labor laws are generally more advantageous to employees as compared to the United States, including deemed hourly wage and overtime regulations in these locations;
- challenges inherent in efficiently managing an increased number of employees over large geographic distances, including the need to implement appropriate systems, policies, benefits and compliance programs;
- difficulties in managing a business in new markets with diverse cultures, languages, customs, legal systems, alternative dispute systems and regulatory systems;
- limitations on our ability to reinvest earnings from operations in one country to fund the capital needs of our operations in other countries;
- limited or insufficient intellectual property protection;

- political instability or terrorist activities;
- likelihood of potential or actual violations of domestic and international anticorruption laws, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, or of U.S. and international export control and sanctions regulations, which likelihood may increase with an increase of sales or operations in foreign jurisdictions and operations in certain industries; and
- adverse tax burdens and foreign exchange controls that could make it difficult to repatriate earnings and cash.

Our limited experience in operating our business internationally increases the risk that any potential future expansion efforts that we may undertake will not be successful. If we invest substantial time and resources to expand our international operations and are unable to do so successfully and in a timely manner, our business and operating results will suffer. We continue to implement policies and procedures to facilitate our compliance with U.S. laws and regulations applicable to or arising from our international business. Inadequacies in our past or current compliance practices may increase the risk of inadvertent violations of such laws and regulations, which could lead to financial and other penalties that could damage our reputation and impose costs on us.

If we cannot maintain our company culture as we grow, our success and our business may be harmed.

We believe our culture has been a key contributor to our success to-date and that the critical nature of the solutions that we provide promotes a sense of greater purpose and fulfillment in our employees. We have invested in building a strong corporate culture and believe it is one of our most important and sustainable sources of competitive advantage. Any failure to preserve our culture could negatively affect our ability to retain and recruit personnel and to effectively focus on and pursue our corporate objectives. As we grow and develop the infrastructure of a public company, we may find it difficult to maintain these important aspects of our company culture. If we fail to maintain our company culture, our business may be adversely impacted.

We may be subject to additional obligations to collect and remit sales tax and other taxes, and we may be subject to tax liability for past sales, which could harm our business.

State, local and foreign jurisdictions have differing rules and regulations governing sales, use, value added and other taxes, and these rules and regulations are subject to varying interpretations that may change over time. Further, these jurisdictions' rules regarding tax nexus are complex and vary significantly. If one or more jurisdictions were to assert that we have failed to collect taxes for sales of applications that leverage our platform, we could face the possibility of tax assessments and audits. A successful assertion that we should be collecting additional sales, use, value added or other taxes in those jurisdictions where we have not historically done so and do not accrue for such taxes could result in substantial tax liabilities and related penalties for past sales or otherwise harm our business and operating results.

We face exposure to foreign currency exchange rate fluctuations.

As our international operations expand, our exposure to the effects of fluctuations in currency exchange rates grows. While we have primarily transacted with customers and vendors in U.S. dollars historically, we expect to continue to expand the number of transactions with our customers that are denominated in foreign currencies in the future. Fluctuations in the value of the U.S. dollar and foreign currencies may make our subscriptions more expensive for international customers, which could harm our business. Additionally, we incur expenses for employee compensation and other operating expenses at our non-U.S. locations in the local currency for such locations. Fluctuations in the exchange rates between the U.S. dollar and other currencies could result in an increase to the U.S. dollar equivalent of such expenses. These fluctuations could cause our results of operations to differ from our expectations or the expectations of our investors. Additionally, such foreign currency exchange rate fluctuations could make it more difficult to detect underlying trends in our business and results of operations.

We do not currently maintain a program to hedge transactional exposures in foreign currencies. However, in the future, we may use derivative instruments, such as foreign currency forward and option contracts, to hedge

certain exposures to fluctuations in foreign currency exchange rates. The use of such hedging activities may not offset any or more than a portion of the adverse financial effects of unfavorable movements in foreign exchange rates over the limited time the hedges are in place. Moreover, the use of hedging instruments may introduce additional risks if we are unable to structure effective hedges with such instruments.

Our ability to raise capital in the future may be limited, and our failure to raise capital when needed could prevent us from growing.

Our business and operations may consume resources faster than we anticipate. In the future, we may need to raise additional funds to invest in future growth opportunities. Additional financing may not be available on favorable terms, if at all. If adequate funds are not available on acceptable terms, we may be unable to invest in future growth opportunities, which could seriously harm our business and operating results. If we incur debt, the debt holders would have rights senior to common stockholders to make claims on our assets, and the terms of any debt could restrict our operations, including our ability to pay dividends on our common stock. Furthermore, if we issue equity securities, stockholders will experience dilution, and the new equity securities could have rights senior to those of our common stock. Because our decision to issue securities in any future offering will depend on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing or nature of our future offerings. As a result, our stockholders bear the risk of our future securities offerings reducing the market price of our common stock and diluting their interest.

Our sales cycle can be unpredictable, time-consuming and costly, which could harm our business and operating results.

Our sales process involves educating prospective customers and existing customers about the use, technical capabilities and benefits of our platform and applications. Prospective customers, especially larger organizations, often undertake a prolonged evaluation process, which typically involves not only our solutions, but also those of our competitors and lasts from four to nine months or longer. We may spend substantial time, effort and money on our sales and marketing efforts without any assurance that our efforts will produce any sales.

Events affecting our customers' businesses may occur during the sales cycle that could affect the size or timing of a purchase, contributing to more unpredictability in our business and operating results. As a result of these factors, we may face greater costs, longer sales cycles and less predictability in the future.

Our ability to use our net operating losses to offset future taxable income may be subject to certain limitations.

As of December 31, 2015, we had federal and state net operating loss carryforwards, or NOLs, of $39.2 million and $36.6 million, respectively, due to prior period losses, which expire in various years beginning in 2028 if not utilized. In general, under Section 382 of the Internal Revenue Code of 1986, as amended, or the Code, a corporation that undergoes an "ownership change" is subject to limitations on its ability to utilize its NOLs to offset future taxable income. Our existing NOLs may be subject to limitations arising from previous ownership changes. Future changes in our stock ownership, some of which are outside of our control, could result in an ownership change. There is also a risk that due to regulatory changes, such as suspensions on the use of NOLs, or other unforeseen reasons, our existing NOLs could expire or otherwise be unavailable to offset future income tax liabilities. Additionally, state NOLs generated in one state cannot be used to offset income generated in another state. For these reasons, we may not be able to realize a tax benefit from the use of our NOLs, whether or not we attain profitability.

Our business is subject to the risks of earthquakes, fires, floods and other natural catastrophic events and to interruption by man-made problems such as cyber incidents or terrorism.

Our business and operations are vulnerable to damage or interruption from earthquakes, fires, floods, power losses, telecommunications failures, terrorist attacks, acts of war, human errors, break-ins and similar events affecting us or third-party vendors we rely on, any of which could have a material adverse impact on our business, operating results and financial condition. Acts of terrorism, which may be targeted at metropolitan

areas that have higher population density than rural areas, could cause disruptions in our or our customers' businesses or the economy as a whole. Our servers and those of our third-party vendors may also be vulnerable to cyber incidents, break-ins and similar disruptions from unauthorized tampering with our computer systems, which could lead to interruptions, delays, loss of critical data or the unauthorized disclosure of confidential customer data. We or our customers may not have sufficient protection or recovery plans in place, and our business interruption insurance may be insufficient to compensate us for losses that may occur. As we rely heavily on our servers, computer and communications systems, that of third parties and the Internet to conduct our business and provide high quality customer service, such disruptions could have an adverse effect on our business, operating results and financial condition.

Impairment of goodwill and other intangible assets would result in a decrease in our earnings.

Current accounting rules provide that goodwill and other intangible assets with indefinite useful lives may not be amortized but instead must be tested for impairment at least annually. These rules also require that intangible assets with definite useful lives be amortized over their respective estimated useful lives to their estimated residual values, and reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. We have substantial goodwill and other intangible assets, and we would be required to record a significant charge to earnings in our consolidated financial statements during the period in which any impairment of our goodwill or intangible assets is determined. Any impairment charges or changes to the estimated amortization periods would result in a decrease in our earnings.

Our reported financial results may be adversely affected by changes in accounting principles generally accepted in the United States.

Generally accepted accounting principles in the United States are subject to interpretation by the Financial Accounting Standards Board, or FASB, the SEC and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on our reported financial results, and could affect the reporting of transactions completed before the announcement of a change.

Risks Related to Our Intellectual Property

If we fail to protect our intellectual property and proprietary rights adequately, our business could be harmed.

Our future success and competitive position depend in part on our ability to protect our intellectual property and proprietary technologies. To safeguard these rights, we rely on a combination of patent, trademark, copyright and trade secret laws and contractual protections in the United States and other jurisdictions, some of which afford only limited protection.

As of July 31, 2016, we had nine issued patents and three patent applications pending in the United States. We cannot assure you that any patents will issue from any patent applications, that patents that issue from such applications will give us the protection that we seek or that any such patents will not be challenged, invalidated, or circumvented. Any patents that may issue in the future from our pending or future patent applications may not provide sufficiently broad protection and may not be enforceable in actions against alleged infringers. In addition, we have registered the "Everbridge" and "Nixle" names in the United States, and have registered the "Everbridge" name in the European Union. We have registrations and/or pending applications for additional marks in the United States; however, we cannot assure you that any future trademark registrations will be issued for pending or future applications or that any registered trademarks will be enforceable or provide adequate protection of our proprietary rights.

In order to protect our unpatented proprietary technologies and processes, we rely on trade secret laws and confidentiality agreements with our employees, consultants, vendors and others. Despite our efforts to protect our proprietary technology and trade secrets, unauthorized parties may attempt to misappropriate, reverse engineer or

otherwise obtain and use them. In addition, others may independently discover our trade secrets, in which case we would not be able to assert trade secret rights, or develop similar technologies and processes. Further, the contractual provisions that we enter into may not prevent unauthorized use or disclosure of our proprietary technology or intellectual property rights and may not provide an adequate remedy in the event of unauthorized use or disclosure of our proprietary technology or intellectual property rights. Effective trade secret protection may not be available in every country in which our services are available or where we have employees or independent contractors. The loss of trade secret protection could make it easier for third parties to compete with our solutions by copying functionality. In addition, any changes in, or unexpected interpretations of, the trade secret and employment laws in any country in which we operate may compromise our ability to enforce our trade secret and intellectual property rights. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and failure to obtain or maintain trade secret protection could adversely affect our competitive business position.

In addition, to protect our intellectual property rights, we may be required to spend significant resources to monitor and protect these rights. Litigation brought to protect and enforce our intellectual property rights could be costly, time-consuming and distracting to management and could result in the impairment or loss of portions of our intellectual property. Failure to adequately enforce our intellectual property rights could also result in the impairment or loss of those rights. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property rights. Patent, copyright, trademark and trade secret laws offer us only limited protection and the laws of many of the countries in which we sell our services do not protect proprietary rights to the same extent as the United States and Europe. Accordingly, defense of our trademarks and proprietary technology may become an increasingly important issue as we continue to expand our operations and solution development into countries that provide a lower level of intellectual property protection than the United States or Europe. Policing unauthorized use of our intellectual property and technology is difficult and the steps we take may not prevent misappropriation of the intellectual property or technology on which we rely. For example, in the event of inadvertent or malicious disclosure of our proprietary technology, trade secret laws may no longer afford protection to our intellectual property rights in the areas not otherwise covered by patents or copyrights. Accordingly, we may not be able to prevent third parties from infringing upon or misappropriating our intellectual property.

We may elect to initiate litigation in the future to enforce or protect our proprietary rights or to determine the validity and scope of the rights of others. That litigation may not be ultimately successful and could result in substantial costs to us, the reduction or loss in intellectual property protection for our technology, the diversion of our management’s attention and harm to our reputation, any of which could materially and adversely affect our business and results of operations.

Our failure or inability to adequately protect our intellectual property and proprietary rights could harm our business, financial condition and results of operations.

An assertion by a third party that we are infringing its intellectual property could subject us to costly and time-consuming litigation or expensive licenses that could harm our business and results of operations.

Patent and other intellectual property disputes are common in our industry and we have been involved in such disputes from time to time in the ordinary course of our business. Some companies, including some of our competitors, own large numbers of patents, copyrights and trademarks, which they may use to assert claims against us. Third parties may in the future assert claims of infringement, misappropriation or other violations of intellectual property rights against us. They may also assert such claims against our customers whom we typically indemnify against claims that our solution infringes, misappropriates or otherwise violates the intellectual property rights of third parties. As the numbers of products and competitors in our market increase and overlaps occur, claims of infringement, misappropriation and other violations of intellectual property rights may increase. Any claim of infringement, misappropriation or other violation of intellectual property rights by a third party, even those without merit, could cause us to incur substantial costs defending against the claim and could distract our management from our business.

As we seek to extend our platform and applications, we could be constrained by the intellectual property rights of others and it may also be more likely that competitors or other third parties will claim that our solutions infringe their proprietary rights. We might not prevail in any intellectual property infringement litigation given the complex technical issues and inherent uncertainties in such litigation. Defending such claims, regardless of their merit, could be time-consuming and distracting to management, result in costly litigation or settlement, cause development delays or require us to enter into royalty or licensing agreements. In addition, we currently have a limited portfolio of issued patents compared to our larger competitors, and therefore may not be able to effectively utilize our intellectual property portfolio to assert defenses or counterclaims in response to patent infringement claims or litigation brought against us by third parties. Further, litigation may involve patent holding companies or other adverse patent owners who have no relevant applications or revenue and against which our potential patents provide no deterrence, and many other potential litigants have the capability to dedicate substantially greater resources to enforce their intellectual property rights and to defend claims that may be brought against them. If our platform or any of our applications exceed the scope of in-bound licenses or violate any third-party proprietary rights, we could be required to withdraw those applications from the market, re-develop those applications or seek to obtain licenses from third parties, which might not be available on reasonable terms or at all. Any efforts to re-develop our platform and our applications, obtain licenses from third parties on favorable terms or license a substitute technology might not be successful and, in any case, might substantially increase our costs and harm our business, financial condition and results of operations. If we were compelled to withdraw any of our applications from the market, our business, financial condition and results of operations could be harmed.

We have indemnity obligations to our customers and certain of our channel partners for certain expenses and liabilities resulting from intellectual property infringement claims regarding our platform and our applications, which could force us to incur substantial costs.

We have indemnity obligations to our customers and certain of our channel partners for intellectual property infringement claims regarding our platform and our applications. As a result, in the case of infringement claims against these customers and channel partners, we could be required to indemnify them for losses resulting from such claims or to refund amounts they have paid to us. We also expect that some of our channel partners with whom we do not have express contractual obligations to indemnify for intellectual property infringement claims may seek indemnification from us in connection with infringement claims brought against them. We may elect to indemnify these channel partners where we have no contractual obligation to indemnify them and we will evaluate each such request on a case-by-case basis. If a channel partner elects to invest resources in enforcing a claim for indemnification against us, we could incur significant costs disputing it. If we do not succeed in disputing it, we could face substantial liability.

We may be subject to damages resulting from claims that our employees or contractors have wrongfully used or disclosed alleged trade secrets of their former employers or other parties.

We have in the past and may in the future be subject to claims that employees or contractors, or we, have inadvertently or otherwise used or disclosed trade secrets or other proprietary information of our competitors or other parties. Litigation may be necessary to defend against these claims. If we fail in defending against such claims, a court could order us to pay substantial damages and prohibit us from using technologies or features that are essential to our solutions, if such technologies or features are found to incorporate or be derived from the trade secrets or other proprietary information of these parties. In addition, we may lose valuable intellectual property rights or personnel. A loss of key personnel or their work product could hamper or prevent our ability to develop, market and support potential solutions or enhancements, which could severely harm our business. Even if we are successful in defending against these claims, such litigation could result in substantial costs and be a distraction to management.

The use of open source software in our platform and applications may expose us to additional risks and harm our intellectual property.

Our platform and some of our applications use or incorporate software that is subject to one or more open source licenses and we may incorporate open source software in the future. Open source software is typically freely

accessible, usable and modifiable; however, certain open source software licenses require a user who intends to distribute the open source software as a component of the user's software to disclose publicly part or all of the source code to the user's software. In addition, certain open source software licenses require the user of such software to make any modifications or derivative works of the open source code available to others on potentially unfavorable terms or at no cost. Use and distribution of open source software may entail greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties or other contractual protections regarding infringement claims or the quality of the code.

The terms of many open source licenses to which we are subject have not been interpreted by U.S. or foreign courts, and accordingly there is a risk that those licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to commercialize our platform and applications. In that event, we could be required to seek licenses from third parties in order to continue offering our platform and applications, to re-develop our platform and applications, to discontinue sales of our platform and applications or to release our proprietary software code in source code form under the terms of an open source license, any of which could harm our business. Further, given the nature of open source software, it may be more likely that third parties might assert copyright and other intellectual property infringement claims against us based on our use of these open source software programs. Litigation could be costly for us to defend, have a negative effect on our operating results and financial condition or require us to devote additional research and development resources to change our applications.

Although we are not aware of any use of open source software in our platform and applications that would require us to disclose all or a portion of the source code underlying our core applications, it is possible that such use may have inadvertently occurred in deploying our platform and applications, or that persons or entities may claim such disclosure to be required. Disclosing our proprietary source code could allow our competitors to create similar products with lower development effort and time and ultimately could result in a loss of sales for us. Disclosing the source code of our proprietary software could also make it easier for cyber attackers and other third parties to discover vulnerabilities in or to defeat the protections of our products, which could result in our products failing to provide our customers with the security they expect. Any of these events could have a material adverse effect on our business, operating results and financial condition. Additionally, if a third-party software provider has incorporated certain types of open source software into software we license from such third party for our platform and applications without our knowledge, we could, under certain circumstances, be required to disclose the source code to our platform and applications. This could harm our intellectual property position and our business, results of operations and financial condition.

Risks Related to Government Regulation

Failure to comply with governmental laws and regulations could harm our business.

Our business is subject to regulation by various federal, state, local and foreign governments. In certain jurisdictions, these regulatory requirements may be more stringent than those in the United States. Noncompliance with applicable regulations or requirements could subject us to investigations, sanctions, enforcement actions, disgorgement of profits, fines, damages, civil and criminal penalties, injunctions or other collateral consequences. If any governmental sanctions are imposed, or if we do not prevail in any possible civil or criminal litigation, our business, results of operations, and financial condition could be materially adversely affected. In addition, responding to any action will likely result in a significant diversion of management's attention and resources and an increase in professional fees. Enforcement actions and sanctions could harm our business, reputation, results of operations and financial condition.

A portion of our revenue is generated by subscriptions sold to governmental entities and heavily regulated organizations, which are subject to a number of challenges and risks.

A portion of our revenue is generated by subscriptions sold to government entities. Additionally, many of our current and prospective customers, such as those in the financial services, and healthcare and life sciences

industries, are highly regulated and may be required to comply with more stringent regulations in connection with subscribing to and implementing our applications. Selling subscriptions to these entities can be highly competitive, expensive and time consuming, often requiring significant upfront time and expense without any assurance that we will successfully complete a sale.

Furthermore, engaging in sales activities to foreign governments introduces additional compliance risks specific to the Foreign Corrupt Practices Act, the U.K. Bribery Act and other similar statutory requirements prohibiting bribery and corruption in the jurisdictions in which we operate. Governmental and highly regulated entities often require contract terms that differ from our standard arrangements. For example, the federal government provides grants to certain state and local governments for our applications and if such governmental entities do not continue to receive these grants, they have the ability to terminate their contracts without penalty. Governmental and highly regulated entities impose compliance requirements that are complicated, require preferential pricing or "most favored nation" terms and conditions, or are otherwise time consuming and expensive to satisfy. If we undertake to meet special standards or requirements and do not meet them, we could be subject to increased liability from our customers or regulators. Even if we do meet these special standards or requirements, the additional costs associated with providing our applications to government and highly regulated customers could harm our margins. Moreover, changes in the underlying regulatory conditions that affect these types of customers could harm our ability to efficiently provide our applications to them and to grow or maintain our customer base.

Governmental demand and payment for our applications may also be impacted by public sector budgetary cycles and funding authorizations, with funding reductions or delays adversely affecting public sector demand for our solutions.

We are subject to governmental regulation and other legal obligations, particularly related to privacy, data protection and information security, and our actual or perceived failure to comply with such obligations could harm our business. Compliance with such laws could also impair our efforts to maintain and expand our customer base, and thereby decrease our revenue.

Our handling and storage of data is subject to a variety of laws and regulations, including regulation by various government agencies, including the U.S. Federal Trade Commission, or FTC, and various state, local and foreign agencies. We collect personally identifiable information and other data directly from our customers and through our channel partners. We also process or otherwise handle personally identifiable information about our customers' employees, customers and constituents in certain circumstances. We use this information to provide applications to our customers, to support, expand and improve our business. We may also share customers' personally identifiable information with third parties as described in our privacy policy and/or as otherwise authorized by our customers.

The U.S. federal and various state and foreign governments have adopted or proposed legislation that regulates the collection, distribution, use and storage of personal information of individuals and that mandates security requirements with respect to certain personally identifiable information. In the United States, the FTC and numerous state attorneys general are imposing standards for the online collection, distribution, use and storage of data by applying federal and state consumer protection laws. The lack of a clear and universal standard for protecting such information means, however, that these obligations may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another and may conflict with other requirements or our practices. Any failure or perceived failure by us to comply with privacy or security laws, policies, legal obligations or industry standards or any security incident that results in the unauthorized release or transfer of sensitive corporate information, personally identifiable information or other customer data may result in governmental enforcement actions, litigation, fines and penalties and/or adverse publicity, and could cause our customers to lose trust in us, which could have an adverse effect on our reputation and business.

Some proposed laws or regulations concerning privacy, data protection and information security are in their early stages, and we cannot yet determine how these laws and regulations may be interpreted nor can we determine the impact these proposed laws and regulations, may have on our business. Such proposed laws and regulations may require companies to implement privacy and security policies, permit users to access, correct and delete personal

information stored or maintained by such companies, inform individuals of security breaches that affect their personal information, and, in some cases, obtain individuals' consent to use personal information for certain purposes. In addition, a foreign government could require that any personal information collected in a country not be disseminated outside of that country, and we may not be currently equipped to comply with such a requirement. Our failure to comply with federal, state and international data privacy laws and regulators could harm our ability to successfully operate our business and pursue our business goals.

In addition, several foreign countries and governmental bodies, including the European Union and Canada, have regulations governing the collection and use of personal information obtained from their residents, which are often more restrictive than those in the United States. Laws and regulations in these jurisdictions apply broadly to the collection, use, storage, disclosure and security of personal information that identifies or may be used to identify an individual, such as names, email addresses and in some jurisdictions, Internet Protocol, or IP, addresses. Such regulations and laws may be modified and new laws may be enacted in the future. Within the European Union, legislators are currently considering a revision to the 1995 European Union Data Protection Directive that would include more stringent operational requirements for processors and controllers of personal information and that would impose significant penalties for non-compliance. If our privacy or data security measures fail to comply with current or future laws and regulations, we may be subject to litigation, regulatory investigations, fines or other liabilities, as well as negative publicity and a potential loss of business. Moreover, if future laws and regulations limit our customers' ability to use and share personal information or our ability to store, process and share personal information, demand for our applications could decrease, our costs could increase, and our business, results of operations and financial condition could be harmed.

New interpretations of existing laws, regulations or standards could require us to incur additional compliance costs and could restrict our business operations, and any failure by us to comply with applicable requirements may result in governmental enforcement actions, litigation, fines and penalties or adverse publicity, which could have an adverse effect on our reputation and business.

Potential regulatory requirements placed on our applications and content could impose increased costs on us, delay or prevent our introduction of new applications, and impair the function or value of our existing applications.

Certain of our existing applications, such as HipaaBridge, a tailored version of our Secure Messaging application that is designed to comply with HIPAA, are and are likely to continue to be subject to increasing regulatory requirements in a number of ways and as we continue to introduce new applications, we may be subject to additional regulatory requirements and other risks that could be costly and difficult to comply with or that could harm our business. In addition, we market our applications and professional services in certain countries outside of the United States and plan to expand our local presence in regions such as Europe, the Middle East and Asia. If additional legal and/or regulatory requirements are implemented in the foreign countries in which we provide our services, the cost of developing or selling our applications may increase. As these requirements proliferate and as existing legal requirements become subject to new interpretations, we must change or adapt our applications and professional services to comply. Changing regulatory requirements might render certain of our applications obsolete or might block us from accomplishing our work or from developing new applications. This might in turn impose additional costs upon us to comply or to further develop our applications. It might also make introduction of new applications or service types more costly or more time-consuming than we currently anticipate. It might even prevent introduction by us of new applications or cause the continuation of our existing applications or professional services to become unprofitable or impossible.

Risks Related to this Offering and Ownership of Our Common Stock

Our stock price may be volatile and you may lose some or all of your investment.

The initial public offering price for the shares of our common stock will be determined by negotiations between us and the representative of the underwriters and may not be indicative of the market price of our common stock following this offering. The market price of our common stock may be highly volatile and may fluctuate substantially as a result of a variety of factors, some of which are related in complex ways, including:

- actual or anticipated fluctuations in our financial condition and operating results;
- variance in our financial performance from expectations of securities analysts;

- changes in the prices of our applications;
- changes in our projected operating and financial results;
- changes in laws or regulations applicable to our platform and applications;
- announcements by us or our competitors of significant business developments, acquisitions or new applications;
- our involvement in any litigation;
- our sale of our common stock or other securities in the future;
- changes in senior management or key personnel;
- trading volume of our common stock;
- changes in the anticipated future size and growth rate of our market; and
- general economic, regulatory and market conditions.

Recently, the stock markets have experienced extreme price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies. These fluctuations have often been unrelated or disproportionate to the operating performance of those companies. Broad market and industry fluctuations, as well as general economic, political, regulatory and market conditions, may negatively impact the market price of our common stock. If the market price of our common stock after this offering does not exceed the initial public offering price, you may lose some or all of your investment. In the past, companies that have experienced volatility in the market price of their securities have been subject to securities class action litigation. We may be the target of this type of litigation in the future, which could result in substantial costs and divert our management's attention.

No public market for our common stock currently exists and an active trading market may not develop or be sustained following this offering.

Prior to this initial public offering, there has been no public market for our common stock. An active trading market may not develop or be sustained following the completion of this offering. The lack of an active market may impair your ability to sell your shares at the time you wish to sell them or at a price that you consider reasonable. The lack of an active market may also reduce the fair market value or the trading price of your shares. An inactive market may also impair our ability to raise capital to continue to fund operations by selling shares and may impair our ability to acquire other companies or technologies by using our shares as consideration.

We are an emerging growth company, and we cannot be certain if the reduced reporting requirements applicable to emerging growth companies will make our common stock less attractive to investors.

We are an emerging growth company, as defined in the Jumpstart Our Business Startups Act, or the JOBS Act, enacted in April 2012. For as long as we continue to be an emerging growth company, we may take advantage of exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies, including not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, as amended, or the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in this prospectus and our periodic reports and proxy statements and exemptions from the requirements of holding nonbinding advisory votes on executive compensation and stockholder approval of any golden parachute payments not previously approved. We could be an emerging growth company for up to five years following the year in which we complete this offering, although circumstances could cause us to lose that status earlier. We will remain an emerging growth company until the earlier of (1) the last day of the fiscal year (a) following the fifth anniversary of the completion of this offering, (b) in which we have total annual gross

revenue of at least $1 billion or (c) in which we are deemed to be a large accelerated filer, which requires the market value of our common stock that is held by non-affiliates to exceed $700 million as of the prior June 30th, and (2) the date on which we have issued more than $1 billion in non-convertible debt during the prior three-year period. We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile.

As a result of becoming a public company, we will be obligated to develop and maintain a system of effective internal control over financial reporting. We may not complete our analysis of our internal control over financial reporting in a timely manner, or these internal controls may not be determined to be effective, which may harm investor confidence in our company and, as a result, the value of our common stock.

We will be required, pursuant to Section 404 of the Sarbanes-Oxley Act, to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting in the second annual report we file with the U.S. Securities and Exchange Commission, or SEC. This assessment will need to include disclosure of any material weaknesses identified by our management in our internal control over financial reporting. However, our auditors will not be required to formally attest to the effectiveness of our internal control over financial reporting pursuant to Section 404 until we are no longer an "emerging growth company" as defined in the JOBS Act if we take advantage of the exemptions available to us through the JOBS Act.

We are in the very early stages of the costly and challenging process of compiling the system and process documentation necessary to perform the evaluation needed to comply with Section 404. In this regard, we will need to continue to dedicate internal resources, engage outside consultants and adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes as appropriate, validate through testing that controls are functioning as documented and implement a continuous reporting and improvement process for internal control over financial reporting. As we transition to the requirements of reporting as a public company, we may need to add additional finance staff. We may not be able to remediate any future material weaknesses, or to complete our evaluation, testing and any required remediation in a timely fashion. During the evaluation and testing process, if we identify one or more material weaknesses in our internal control over financial reporting, we will be unable to assert that our internal controls are effective. If we are unable to assert that our internal control over financial reporting is effective, or if our auditors are unable to express an opinion on the effectiveness of our internal controls when they are required to issue such opinion, investors could lose confidence in the accuracy and completeness of our financial reports, which could harm our stock price.

If securities or industry analysts do not publish research or reports about our business, or if they issue an adverse or misleading opinion regarding our stock, our stock price and trading volume could decline.

The trading market for our common stock will be influenced by the research and reports that industry or securities analysts publish about us or our business. We do not currently have and may never obtain research coverage by securities and industry analysts and we will have no control over any analysts that may choose to cover us. If no or few securities or industry analysts commence coverage of us, the trading price for our stock would be negatively impacted. In the event that we obtain securities or industry analyst coverage, if any of the analysts who cover us issue an adverse or misleading opinion regarding us, our business model, our intellectual property or our stock performance, or if operating results fail to meet the expectations of analysts, our stock price would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline.

We will incur increased costs as a result of operating as a public company and our management will be required to devote substantial time to new compliance initiatives and corporate governance practices.

As a public company, and particularly after we are no longer an "emerging growth company," we will incur significant legal, accounting and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of the NASDAQ Stock Market and

other applicable securities rules and regulations impose various requirements on public companies. Our management and other personnel will need to devote a substantial amount of time to compliance with these requirements. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect that these rules and regulations may make it more difficult and more expensive for us to obtain directors' and officers' liability insurance, which could make it more difficult for us to attract and retain qualified members of our board of directors. We cannot predict or estimate the amount of additional costs we will incur as a public company or the timing of such costs.

We do not anticipate paying any cash dividends in the foreseeable future, and accordingly, stockholders must rely on stock appreciation for any return on their investment.

After the completion of this offering, we do not anticipate declaring any cash dividends to holders of our common stock in the foreseeable future. In addition, our ability to pay cash dividends is currently prohibited by the terms of our existing credit agreement and may be prohibited by future credit agreements. As a result, capital appreciation, if any, of our common stock will be your sole source of gain for the foreseeable future.

Our executive officers, directors and principal stockholders own a significant percentage of our stock and will be able to exert significant control over matters subject to stockholder approval.

Following this offering, our directors, executive officers and holders of more than 5% of our common stock, all of whom are represented on our board of directors, together with their affiliates will beneficially own 45% of the voting power of our outstanding capital stock. As a result, these stockholders will, immediately following this offering, be able to determine the outcome of matters submitted to our stockholders for approval. This ownership could affect the value of your shares of common stock by, for example, these stockholders electing to delay, defer or prevent a change in corporate control, merger, consolidation, takeover or other business combination. This concentration of ownership may also adversely affect the market price of our common stock.

We may invest or spend the proceeds of this offering in ways with which you may not agree or in ways which may not yield a return.

A portion of the net proceeds from this offering may be used for general corporate purposes, including working capital. We may also use a portion of the net proceeds to acquire complementary businesses, applications, services or technologies. However, we do not have any agreements or commitments for any acquisitions at this time. Our management will have considerable discretion in the application of the net proceeds, and you will not have the opportunity, as part of your investment decision, to assess whether the proceeds are being used appropriately. The net proceeds may be invested with a view towards long-term benefits for our stockholders and this may not increase our operating results or market value. The failure by our management to apply these funds effectively may adversely affect the return on your investment.

Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of us more difficult, limit attempts by our stockholders to replace or remove our current management and limit the market price of our common stock.

Provisions in our certificate of incorporation and bylaws, as amended and restated in connection with this offering, may have the effect of delaying or preventing a change in control or changes in our management. Our amended and restated certificate of incorporation and amended and restated bylaws will include provisions that:

- authorize our board of directors to issue preferred stock, without further stockholder action and with voting liquidation, dividend and other rights superior to our common stock;
- require that any action to be taken by our stockholders be effected at a duly called annual or special meeting and not by written consent, and limit the ability of our stockholders to call special meetings;
- establish an advance notice procedure for stockholder proposals to be brought before an annual meeting, including proposed nominations of persons for director nominees;

- establish that our board of directors is divided into three classes, with directors in each class serving three-year staggered terms;
- require the approval of holders of two-thirds of the shares entitled to vote at an election of directors to adopt, amend or repeal our bylaws or amend or repeal the provisions of our certificate of incorporation regarding the election and removal of directors and the ability of stockholders to take action by written consent or call a special meeting;
- prohibit cumulative voting in the election of directors; and
- provide that vacancies on our board of directors may be filled only by the vote of a majority of directors then in office, even though less than a quorum.

These provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management. In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the General Corporation Law of the State of Delaware, which generally prohibits a Delaware corporation from engaging in any of a broad range of business combinations with any "interested" stockholder for a period of three years following the date on which the stockholder became an "interested" stockholder. Any of the foregoing provisions could limit the price that investors might be willing to pay in the future for shares of our common stock, and they could deter potential acquirers of our company, thereby reducing the likelihood that you would receive a premium for your common stock in an acquisition.

Our amended and restated certificate of incorporation will designate the Court of Chancery of the State of Delaware as the exclusive forum for certain litigation that may be initiated by our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us.

Pursuant to our amended and restated certificate of incorporation, as will be in effect upon the completion of this offering, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will be the sole and exclusive forum for (1) any derivative action or proceeding brought on our behalf, (2) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders, (3) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws or (4) any action asserting a claim governed by the internal affairs doctrine. Our amended and restated certificate of incorporation will further provide that any person or entity purchasing or otherwise acquiring any interest in shares of our common stock is deemed to have notice of and consented to the foregoing provision. The forum selection clause in our amended and restated certificate of incorporation may limit our stockholders' ability to obtain a favorable judicial forum for disputes with us.

Future sales of our common stock in the public market could cause our share price to decline.

After this offering, there will be 26,923,604 shares of our common stock outstanding. Sales of a substantial number of shares of our common stock in the public market after this offering, or the perception that these sales might occur, could depress the market price of our common stock and could impair our ability to raise capital through the sale of additional equity securities. Of our issued and outstanding shares of our common stock, all of the shares sold in this offering will be freely transferrable without restrictions or further registration under the Securities Act, except for any shares acquired by our affiliates, as defined in Rule 144 under the Securities Act. Approximately 17,687,704 shares outstanding after this offering will be restricted as a result of securities laws, lock-up agreements or other contractual restrictions that restrict transfers for 180 days after the date of this prospectus.

Additionally, following the completion of this offering, stockholders holding approximately 45% of our common stock outstanding, will, after the expiration of the lock-up periods specified above, have the right, subject to various conditions and limitations, to include their shares of our common stock in registration statements relating to our securities. If the offer and sale of these shares are registered, they will be freely

tradable without restriction under the Securities Act. Shares of common stock sold under such registration statements can be freely sold in the public market. In the event such registration rights are exercised and a large number of shares of common stock are sold in the public market, such sales could reduce the trading price of our common stock. See “Description of Capital Stock—Registration Rights” and “Shares Eligible for Future Sale—Lock-Up Agreements” for a more detailed description of these registration rights and the lock-up period.

We intend to file a registration statement on Form S-8 under the Securities Act to register the total number of shares of our common stock that may be issued under our equity incentive plans. See “Shares Eligible for Future Sale—Form S-8 Registration Statements” for a more detailed description of the shares of common stock that will be available for future sale upon the registration and issuance of such shares, subject to any applicable vesting or lock-up period or other restrictions provided under the terms of the applicable plan and/or the option agreements entered into with the option holders. In addition, in the future we may issue common stock or other securities if we need to raise additional capital. The number of new shares of our common stock issued in connection with raising additional capital could constitute a material portion of the then outstanding shares of our common stock.

Purchasers in this offering will experience immediate and substantial dilution in the book value of their investment.

The initial public offering price of our common stock will be substantially higher than the pro forma net tangible book value per share of our common stock, as of June 30, 2016, immediately after this offering. Therefore, if you purchase shares of our common stock in this offering, you will suffer immediate dilution of $10.72 per share, in net tangible book value after giving effect to the sale of common stock in this offering at an assumed public offering price of $12.00 per share, the midpoint of the estimated initial public offering price range set forth on the cover page of this prospectus. We have also issued options to acquire common stock at prices below the initial public offering price. To the extent outstanding options are ultimately exercised, there will be further dilution to investors who purchase shares in this offering. As a result of the dilution to investors purchasing shares in this offering, investors may receive significantly less than the purchase price paid in this offering, if anything, in the event of our liquidation. See “Dilution.”

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that involve substantial risks and uncertainties. The forward-looking statements are contained principally in the sections of this prospectus entitled “Prospectus Summary,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business,” but are also contained elsewhere in this prospectus. In some cases, you can identify forward-looking statements by the words “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “might,” “objective,” “ongoing,” “plan,” “predict,” “project,” “potential,” “should,” “will,” or “would,” or the negative of these terms, or other comparable terminology intended to identify statements about the future. These statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to be materially different from the information expressed or implied by these forward-looking statements. Although we believe that we have a reasonable basis for each forward-looking statement contained in this prospectus, we caution you that these statements are based on a combination of facts and factors currently known by us and our expectations of the future, about which we cannot be certain. Forward-looking statements include statements about:

- our ability to continue to add new customers, maintain existing customers and sell new applications to new and existing customers;
- the effects of increased competition as well as innovations by new and existing competitors in our market;
- our ability to adapt to technological change and effectively enhance, innovate and scale our applications;
- our ability to effectively manage or sustain our growth and to achieve profitability on an annual and consistent basis;
- potential acquisitions and integration of complementary business and technologies;
- our expected use of proceeds;
- our ability to maintain, or strengthen awareness of, our brand;
- perceived or actual integrity, reliability, quality or compatibility problems with our applications, including related to unscheduled downtime or outages;
- statements regarding future revenue, hiring plans, expenses, capital expenditures, capital requirements and stock performance;
- our ability to attract and retain qualified employees and key personnel and further expand our overall headcount;
- our ability to grow both domestically and internationally;
- our ability to stay abreast of new or modified laws and regulations that currently apply or become applicable to our business both in the United States and internationally;
- our ability to maintain, protect and enhance our intellectual property;
- costs associated with defending intellectual property infringement and other claims; and
- the future trading prices of our common stock and the impact of securities analysts’ reports on these prices.

We caution you that the foregoing list may not contain all of the forward-looking statements made in this prospectus.

You should refer to the “Risk Factors” section of this prospectus for a discussion of important factors that may cause our actual results to differ materially from those expressed or implied by our forward-looking statements.

As a result of these factors, we cannot assure you that the forward-looking statements in this prospectus will prove to be accurate. Furthermore, if our forward-looking statements prove to be inaccurate, the inaccuracy may be material. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame or at all. We undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law. The Private Securities Litigation Reform Act of 1995 and Section 27A of the Securities Act of 1933, as amended, or the Securities Act, do not protect any forward-looking statements that we make in connection with this offering. In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this prospectus, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

You should read this prospectus and the documents that we reference in this prospectus and have filed as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements.

INDUSTRY AND MARKET DATA

Unless otherwise indicated, information contained in this prospectus concerning our industry and the market in which we operate, including our general expectations and market position, market opportunity and market size is based on information from various sources, including independent industry publications by Gartner, Inc., Frost & Sullivan and Markets and Markets. In presenting this information, we have also made assumptions based on such data and other similar sources, and on our knowledge of, and in our experience to date in, the markets for our applications. This information involves a number of assumptions and limitations, and you are cautioned not to give undue weight to such estimates. Although neither we nor the underwriters have independently verified the accuracy or completeness of any third-party information, we believe the market position, market opportunity and market size information included in this prospectus is reliable. The industry in which we operate is subject to a high degree of uncertainty and risk due to a variety of factors, including those described in the “Risk Factors” section. These and other factors could cause results to differ materially from those expressed in the estimates made by the independent parties and by us.

USE OF PROCEEDS

We estimate that the net proceeds from our issuance and sale of 6,250,000 shares of our common stock in this offering will be approximately $66.3 million, based upon an assumed initial public offering price of $12.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We will not receive any of the proceeds from the sale of shares by the selling stockholders, although we will bear the costs, other than underwriting discounts and commissions, associated with those sales.

Each $1.00 increase or decrease in the assumed initial public offering price of $12.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease the net proceeds to us from this offering by approximately $5.8 million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting underwriting discounts and commissions payable by us. We may also increase or decrease the number of shares we are offering. A 1,000,000 share increase or decrease in the number of shares offered by us would increase or decrease the net proceeds to us from this offering by approximately $11.2 million, at the assumed initial public offering price, and after deducting underwriting discounts and commissions payable by us. We do not expect that a change in the initial price to the public or the number of shares by these amounts would have a material effect on uses of the proceeds from this offering, although it may accelerate the time at which we will need to seek additional capital.

The principal purposes of this offering are to increase our financial flexibility, create a public market for our common stock and facilitate our future access to the capital markets. Although we have not yet determined with certainty the manner in which we will allocate the net proceeds of this offering, we expect to use the net proceeds from this offering for working capital and other general corporate purposes, including investments in sales and marketing in the United States and internationally and in research and development. We also intend to use approximately $11.6 million of the net proceeds to pay (i) all outstanding principal and interest under our revolving line of credit with Western Alliance Bank, which carries a current interest rate of the prime rate, but in no event less than 3.25%, plus 0.75% and terminates in June 2018 and (ii) all outstanding principal and interest under our term loan with Western Alliance Bank, which carries a current interest rate of the prime rate, but in no event less than 3.25%, plus 1.75% and is due and payable in June 2019. We may also use a portion of the proceeds from this offering for acquisitions or strategic investments in complementary businesses or technologies, although we do not currently have any plans for any such acquisitions or investments. We have not allocated specific amounts of net proceeds for any of these purposes.

The expected use of net proceeds from this offering represents our intentions based upon our present plans and business conditions. We cannot predict with certainty all of the particular uses for the proceeds of this offering or the amounts that we will actually spend on the uses set forth above. Accordingly, our management will have significant flexibility in applying the net proceeds of this offering. The timing and amount of our actual expenditures will be based on many factors, including cash flows from operations and the anticipated growth of our business. Pending their use, we intend to invest the net proceeds of this offering in a variety of capital-preservation investments, including short- and intermediate-term, interest-bearing, investment-grade securities.

DIVIDEND POLICY

We have never declared or paid any dividends on our capital stock. We currently intend to retain all available funds and any future earnings for the operation and expansion of our business and, therefore, we do not anticipate declaring or paying cash dividends in the foreseeable future. The payment of dividends will be at the discretion of our board of directors and will depend on our results of operations, capital requirements, financial condition, prospects, contractual arrangements, any limitations on payment of dividends present in our current and future debt agreements, and other factors that our board of directors may deem relevant. We are subject to several covenants under our debt arrangements that place restrictions on our ability to pay dividends.

CAPITALIZATION

The following table sets forth our cash and our capitalization as of June 30, 2016:

- on an actual basis;
- on a pro forma basis as adjusted to reflect (1) the conversion of all outstanding shares of our class A common stock and preferred stock into an aggregate of 9,519,068 shares of common stock immediately prior to the closing of this offering and (2) the filing of our amended and restated certificate of incorporation, which will become effective immediately prior to the closing of this offering; and
- on a pro forma as adjusted basis to reflect (1) the sale of 6,250,000 shares of common stock in this offering at an assumed initial public offering price of $12.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, (2) repayment of principal and interest under our revolving line of credit and (3) our write-off of the associated debt issuance costs.

You should read this table together with "Selected Consolidated Financial Statements," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes appearing elsewhere in this prospectus.

	As of June 30, 2016		
	Actual	Pro Forma	Pro Forma As Adjusted(1)
	(in thousands, except share and per share data) (unaudited)		
Cash	$ 1,048	$ 1,048	$ 54,357
Debt obligations	15,462	15,462	—
Stockholders' deficit:			
Series A and A-1 convertible preferred stock, $0.001 par value per share; 8,695,652 shares authorized, 8,354,963 shares issued and outstanding, actual; no shares authorized, issued or outstanding, pro forma and pro forma as adjusted	8	—	—
Class A common stock, $0.001 par value per share; 1,537,572 shares authorized, 1,164,105 shares issued and outstanding, actual; no shares authorized, issued or outstanding, pro forma and pro forma as adjusted	1	—	—
Preferred stock, $0.001 par value per share; no shares authorized, issued or outstanding, actual; 10,000,000 shares authorized, no shares issued or outstanding, pro forma and pro forma as adjusted	—	—	—
Common stock, $0.001 par value per share; 21,739,130 shares authorized, 11,154,536 shares issued and outstanding, actual; 100,000,000 shares authorized, 20,673,604 shares issued and outstanding, pro forma; 100,000,000 shares authorized, 26,923,604 shares issued and outstanding, pro forma as adjusted	11	20	26
Additional paid-in capital	63,865	63,865	130,109
Accumulated deficit	(84,361)	(84,361)	(84,399)
Accumulated other comprehensive loss	(379)	(379)	(379)
Total stockholders' (deficit) equity	(20,855)	(20,855)	45,357
Total capitalization	$ (5,393)	$ (5,393)	$ 45,357

(1) The pro forma as adjusted information set forth above is illustrative only and will change based on the actual initial public offering price and other terms of this offering determined at pricing. Each $1.00 increase or decrease in the assumed initial public offering price

of $12.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease pro forma as adjusted cash, additional paid-in capital, total stockholders' (deficit) equity and total capitalization by approximately $5.8 million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting underwriting discounts and commissions payable by us. We may also increase or decrease the number of shares we are offering. A 1,000,000 share increase or decrease in the number of shares offered by us would increase or decrease pro forma as adjusted cash, additional paid-in capital, total stockholders' (deficit) equity and total capitalization by approximately $11.2 million, at the assumed initial public offering price, and after deducting underwriting discounts and commissions payable by us.

The number of shares of our common stock shown as issued and outstanding on a pro forma as adjusted basis in the table above is based on 20,673,604 shares of common stock outstanding as of June 30, 2016, and excludes:

- 1,953,239 shares of common stock issuable upon the exercise of options outstanding as of June 30, 2016, at a weighted-average exercise price of $9.55 per share;
- 130,384 shares of common stock issuable upon the exercise of warrants outstanding as of June 30, 2016, at an exercise price of $2.49 per share, which warrants, prior to the completion of this offering, are exercisable to purchase shares of our Series A-1 preferred stock;
- 3,893,118 shares of our common stock reserved for future issuance pursuant to our 2016 Equity Incentive Plan, which will become effective prior to the completion of this offering and will include provisions that automatically increase the number of shares of common stock reserved for issuance thereunder each year; and
- 500,000 shares of common stock reserved for future issuance under our 2016 Employee Stock Purchase Plan, which will become effective prior to the completion of this offering and will include provisions that automatically increase the number of shares of common stock reserved for issuance thereunder each year.

DILUTION

If you invest in our common stock, your interest will be diluted to the extent of the difference between the initial public offering price per share of our common stock and the pro forma as adjusted net tangible book value per share of our common stock immediately after the completion of this offering.

Our historical net tangible book value as of June 30, 2016 was $(31.8) million, or $(2.58) per share of common stock. Our historical net tangible book value per share represents our total tangible assets less our total liabilities and preferred stock (which is not included within stockholders' deficit), divided by the number of shares of common stock outstanding as of June 30, 2016.

Our pro forma net tangible book value as of June 30, 2016 was $(31.8) million, or $(1.54) per share of common stock. Pro forma net tangible book value per share represents our total tangible assets less our total liabilities, divided by the number of shares of common stock outstanding as of June 30, 2016, after giving effect to the conversion of all of our outstanding shares of our class A common stock and preferred stock into an aggregate of 9,519,068 shares of common stock immediately prior to the closing of this offering.

Our pro forma as adjusted net tangible book value represents our pro forma net tangible book value, plus the effect of (1) the sale of 6,250,000 shares of common stock in this offering at an assumed initial public offering price of $12.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, (2) repayment of principal and interest under our revolving line of credit and term loan and (3) our write-off of the associated debt issuance costs. Our pro forma as adjusted net tangible book value as of June 30, 2016 was $34.5 million, or $1.28 per share of common stock. This amount represents an immediate increase in pro forma as adjusted net tangible book value of $2.82 per share to our existing stockholders and an immediate dilution of $10.72 per share to investors participating in this offering. We determine dilution per share to investors participating in this offering by subtracting pro forma as adjusted net tangible book value per share after this offering from the assumed initial public offering price per share paid by investors participating in this offering.

The following table illustrates this dilution on a per share basis to new investors:

Assumed initial public offering price per share		$12.00
Historical net tangible book value per share as of June 30, 2016	$ (2.58)	
Increase per share attributable to the pro forma transactions described above	1.04	
Pro forma net tangible book value per share as of June 30, 2016	(1.54)	
Increase in pro forma net tangible book value per share attributed to new investors purchasing shares from us in this offering	2.82	
Pro forma as adjusted net tangible book value per share after giving effect to this offering		1.28
Dilution in pro forma as adjusted net tangible book value per share to new investors in this offering		$10.72

The dilution information discussed above is illustrative only and will change based on the actual initial public offering price and other terms of this offering determined at pricing. Each $1.00 increase or decrease in the assumed initial public offering price of $12.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease the pro forma as adjusted net tangible book value per share by $0.22 per share and the dilution per share to investors participating in this offering by $3.30 per share, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting underwriting discounts and commissions payable by us, after repayment of principal and interest under our revolving line of credit and term loan and our write-off of the associated debt issuance costs. We may also increase or decrease the number of shares we are offering. A 1,000,000 share increase in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase the pro forma as adjusted net tangible book value per share by $0.35 and decrease the dilution per share to investors participating in this offering by $5.01, at the assumed initial public offering price of $12.00 per share, the midpoint of the price range set forth on the cover

page of this prospectus, and after deducting underwriting discounts and commissions payable by us, after repayment of principal and interest under our revolving line of credit and term loan and our write-off of the associated debt issuance costs. A 1,000,000 share decrease in the number of shares offered by us, as set forth on the cover page of this prospectus, would decrease the pro forma as adjusted net tangible book value per share after this offering by $0.38 and increase the dilution per share to new investors participating in this offering by $3.16, at the assumed initial public offering price of $12.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, and after deducting underwriting discounts and commissions payable by us, after repayment of principal and interest under our revolving line of credit and term loan and our write-off of the associated debt issuance costs. The pro forma as adjusted information discussed above is illustrative only and will adjust based on the actual initial price to public and other terms of this offering determined at pricing.

The following table summarizes as of June 30, 2016, on the pro forma as adjusted basis described above, the number of shares of our common stock, the total consideration and the average price per share (1) paid to us by our existing stockholders and (2) to be paid by investors purchasing our common stock in this offering at an assumed initial public offering price of $12.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, before deducting underwriting discounts and commissions and estimated offering expenses payable by us.

	Shares Purchased		Total Consideration		Weighted-Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholders	20,673,604	76.8%	$ 30,470,479	28.9%	$ 1.47
New investors	6,250,000	23.2	75,000,000	71.1	12.00
Total	26,923,604	100.0%	$105,470,479	100.0%	$ 3.92

The foregoing table does not reflect the sales by existing stockholders in connection with sales made by them in this offering. Sales by the selling stockholders in this offering will reduce the number of shares held by existing stockholders to 19,423,604 shares, or 72.1% of the total number of shares of our common stock outstanding after this offering, and will increase the number of shares held by new investors to 7,500,000 shares, or 27.9% of the total number of shares of our common stock outstanding after this offering.

The foregoing table and calculations above are based on 20,673,604 shares of common stock outstanding as of June 30, 2016, and exclude:

- 1,953,239 shares of common stock issuable upon the exercise of options outstanding as of June 30, 2016, at a weighted-average exercise price of $9.55 per share;
- 130,384 shares of common stock issuable upon the exercise of warrants outstanding as of June 30, 2016, at an exercise price of $2.49 per share, which warrants, prior to the completion of this offering, are exercisable to purchase shares of our Series A-1 preferred stock;
- 3,893,118 shares of our common stock reserved for future issuance pursuant to our 2016 Equity Incentive Plan, which will become effective prior to the completion of this offering and will include provisions that automatically increase the number of shares of common stock reserved for issuance thereunder each year; and
- 500,000 shares of common stock reserved for future issuance under our 2016 Employee Stock Purchase Plan, which will become effective prior to the completion of this offering and will include provisions that automatically increase the number of shares of common stock reserved for issuance thereunder each year.

To the extent that options or warrants are exercised, new options or other securities are issued under our equity incentive plans, or we issue additional shares of common stock in the future, there will be further dilution to investors participating in this offering. In addition, we may choose to raise additional capital because of market conditions or strategic considerations, even if we believe that we have sufficient funds for our current or future operating plans. If we raise additional capital through the sale of equity or convertible debt securities, the issuance of these securities could result in further dilution to our stockholders.

SELECTED CONSOLIDATED FINANCIAL DATA

We derived the selected consolidated statements of operations data for the years ended December 31, 2013, 2014 and 2015 and the selected consolidated balance sheet data as of December 31, 2014 and 2015 from our audited consolidated financial statements included elsewhere in this prospectus. We derived the selected consolidated statement of operations data for the year ended December 31, 2012 from our audited consolidated financial statements not included in this prospectus. We derived the summary consolidated statements of operations data for the six months ended June 30, 2015 and 2016 and the summary consolidated balance sheet data as of June 30, 2016 from our unaudited financial statements included elsewhere in this prospectus. We have prepared the unaudited financial statements on the same basis as the audited financial statements, and the unaudited financial data include, in our opinion, all adjustments, consisting only of normal recurring adjustments, that we consider necessary for a fair presentation of our financial position and results of operations for these periods. Our historical results are not necessarily indicative of the results to be expected in the future and our operating results for the six months ended June 30, 2016 are not necessarily indicative of the results that may be expected for the year ending December 31, 2016.

When you read this selected consolidated financial data, it is important that you read it together with the historical consolidated financial statements and related notes to those statements, as well as “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” included elsewhere in this prospectus.

	Year Ended December 31,				Six Months Ended June 30,	
	2012	2013	2014	2015	2015	2016
	(in thousands, except share and per share data)				(unaudited)	
Consolidated Statements of Operations Data:						
Revenue	$ 23,361	$ 30,040	$ 42,421	$ 58,720	$ 27,313	$ 35,634
Cost of revenue:(1)	7,570	8,699	12,089	19,789	9,045	11,151
Gross profit	15,791	21,341	30,332	38,931	18,268	24,483
Operating expenses: (1)						
Sales and marketing	7,998	11,695	15,818	25,925	11,337	17,054
Research and development	5,057	5,697	7,365	11,521	5,469	6,643
General and administrative	7,371	4,352	7,435	12,272	4,578	6,586
Total operating expense	20,426	21,744	30,618	49,718	21,384	30,283
Operating loss	(4,635)	(403)	(286)	(10,787)	(3,116)	(5,800)
Other expense, net	399	368	426	599	276	339
Loss before (provision for) benefit from income taxes	(5,034)	(771)	(712)	(11,386)	(3,392)	(6,139)
(Provision for) benefit from income taxes	(57)	(118)	89	562	188	110
Net loss	$ (5,091)	$ (889)	$ (623)	$ (10,824)	$ (3,204)	$ (6,029)
Net loss attributable to common stockholders	$ (5,091)	$ (889)	$ (623)	$ (10,824)	$ (3,204)	$ (6,029)
Net loss per share attributable to common stockholders:(2)						
Basic	$ (0.52)	$ (0.08)	$ (0.05)	$ (0.88)	$ (0.26)	$ (0.49)
Diluted	$ (0.52)	$ (0.08)	$ (0.05)	$ (0.88)	$ (0.26)	$ (0.49)
Weighted-average common shares outstanding:(2)						
Basic	9,873,715	11,040,428	11,788,883	12,257,413	12,254,154	12,287,064
Diluted	9,873,715	11,040,428	11,788,883	12,257,413	12,254,154	12,287,064
Pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited):(3)				$ (0.53)		$ (0.29)
Pro forma weighted average common shares outstanding, basic and diluted (unaudited):(3)				20,612,376		20,642,027
Other Financial Data:						
Net cash provided by (used in) operating activities	$ 668	$ 3,998	$ 7,716	$ 4,451	$ 2,578	$ (1,691)

(1) Includes stock-based compensation expense and depreciation and amortization expense as follows:

	Year Ended December 31,				Six Months Ended June 30,	
	2012	2013	2014	2015	2015	2016
	(in thousands)				(unaudited)	
Stock-based compensation expense:						
Cost of revenue	$ 3	$ 48	$ 82	$ 150	$ 57	$ 89
Sales and marketing	10	82	120	315	102	292
Research and development	424	28	147	297	134	176
General and administrative	1,859	18	27	760	65	849
Total stock-based compensation expense	$ 2,296	$ 176	$ 376	$ 1,522	$ 358	$ 1,406
Depreciation and amortization expense:						
Cost of revenue	$ 2,481	$ 2,374	$ 1,615	$ 4,457	$ 1,826	$ 2,982
Sales and marketing	23	46	101	227	76	115
Research and development	19	16	31	134	122	207
General and administrative	9	19	765	1,158	505	397
Total depreciation and amortization expense	$ 2,532	$ 2,455	$ 2,512	$ 5,976	$ 2,529	$ 3,701

(2) See notes (2) and (13) to our consolidated financial statements appearing elsewhere in this prospectus for further details on the calculation of basic and diluted net loss per share attributable to common stockholders.

(3) Pro forma basic and diluted net loss per share represents net loss divided by the pro forma weighted-average shares of common stock outstanding and reflects (1) the repayment of $11.6 million of outstanding principal and accrued interest under our revolving line of credit and term loan from the proceeds from our sale of approximately 966,667 shares of common stock in this offering at an assumed initial public offering price of $12.00 per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and (2) our write-off of the associated debt issuance costs. Pro forma weighted-average shares outstanding reflects the conversion of all outstanding shares of our class A common stock and preferred stock (using the if-converted method) into common stock as though the conversion had occurred on the later of the first day of the relevant period and the date of issuance.

	As of December 31,		As of June 30, 2016
	2014	2015	(unaudited)
	(in thousands)		
Consolidated Balance Sheet Data:			
Cash	$ 4,412	$ 8,578	$ 1,048
Accounts receivable, net	11,252	15,699	17,213
Total assets	40,066	53,509	48,892
Total deferred revenue	28,844	40,467	43,520
Total debt	6,863	16,970	15,462
Total liabilities	45,393	69,560	69,747
Convertible preferred stock	8	8	8
Class A common stock	1	1	1
Common stock	11	11	11
Accumulated deficit	(67,508)	(78,332)	(84,361)
Total stockholders' deficit	(5,327)	(16,051)	(20,855)

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations together with our consolidated financial statements and the related notes and other financial information included elsewhere in this prospectus. Some of the information contained in this discussion and analysis or set forth elsewhere in this prospectus, including information with respect to our plans and strategy for our business, includes forward-looking statements that involve risks and uncertainties. You should review the "Risk Factors" section of this prospectus for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

We are a global software company that provides critical communications and enterprise safety applications that enable customers to automate and accelerate the process of keeping people safe and businesses running during critical events. During public safety threats such as active shooter situations, terrorist attacks or severe weather conditions, as well as critical business events such as IT outages or cyber incidents, our SaaS-based platform enables our customers to quickly and reliably aggregate and assess threat data, locate people at risk and responders able to assist, and automate the execution of pre-defined communications processes. Our customers use our platform to deliver intelligent, contextual messages to, and receive verification of delivery from, hundreds or millions of recipients, across multiple communications modalities such as voice, SMS and e-mail. Our applications enable the delivery of messages in near real-time to more than 100 different communication devices, in over 200 countries and territories, in 15 languages and dialects – all simultaneously. We delivered 1.1 billion communications in 2015. We automate the process of sending contextual notifications to multiple constituencies and receiving return information on a person's or operations's status so that organizations can act quickly and precisely. Our critical communication and enterprise safety applications include Mass Notification, Incident Management, IT Alerting, Safety Connection, Community Engagement, Secure Messaging and Internet of Things, and are easy-to-use and deploy, secure, highly scalable and reliable. We believe that our broad suite of integrated, enterprise applications delivered via a single global platform is a significant competitive advantage in the market for critical communications and enterprise safety solutions, which we refer to generally as critical communications.

Our customer base has grown from 867 customers at the end of 2011 to more than 3,000 customers as of July 31, 2016. As of July 31, 2016, our customers were based in 25 countries and included eight of the 10 largest U.S. cities, eight of the 10 largest U.S.-based investment banks, 24 of the 25 busiest North American airports, six of the ten largest global consulting firms, six of the 10 largest global auto makers, all four of the largest global accounting firms, four of the 10 largest U.S.-based health care providers and four of the 10 largest U.S.-base health insurers. We provide our applications to customers of varying sizes, including enterprises, small businesses, non-profit organizations, educational institutions and governmental agencies. Our customers span a wide variety of industries including technology, energy, financial services, healthcare and life sciences, manufacturing, media and entertainment, retail, higher education and professional services.

We sell all of our critical communications applications on a subscription basis. We generally enter into contracts that range from one to three years in length, with an average contract duration of 2.1 years as of June 30, 2016, and generally bill and collect payment annually in advance. We derive most of our revenue from subscriptions to applications. Over 90% of the revenue that we recognized in each of the eight most recently completed quarters was generated from contracts entered into in prior quarters or renewals of those contracts; the balance of the revenue that we recognized in each such quarter was generated from contracts entered into with new customers or new contracts, other than renewals, entered into with existing customers in such quarter. Our subscription revenue represented 96%, 97% and 97% of our total revenue in 2013, 2014 and 2015, respectively. Historically, we derived more than 88% of our revenue in each of the last three fiscal years and the six months ended June 30, 2015 and 2016 from sales of our Mass Notification application. Our pricing model is based on the number of applications subscribed to and, per application, the number of people, locations and things connected to our

platform as well as the volume of communications. We also offer premium services including data feeds for social media, threat intelligence and weather. We generate additional revenue by expanding the number of applications that our customers subscribe to and the number of contacts and devices connected to our platform.

We generated revenue of $23.4 million, $30.0 million, $42.4 million and $58.7 million in 2012, 2013, 2014 and 2015, respectively, representing year-over-year increases of 29% in 2013, 41% in 2014 and 38% in 2015, and a compound annual growth rate of 36%. We generated revenue of $27.3 million and $35.6 million in the six months ended June 30, 2015 and 2016, respectively, representing a period-over-period increase of 30%. We generated revenue of $5.4 million and $18.6 million in the three months ended March 31, 2012 and June 30, 2016, respectively, representing a compound annual growth rate of 36%. We had net losses of $5.1 million, $0.9 million, $0.6 million and $10.8 million in 2012, 2013, 2014 and 2015, respectively. We had net losses of $3.2 million and $6.0 million for the six months ended June 30, 2015 and 2016, respectively. Our adjusted EBITDA, which is a measure that is not calculated and presented in accordance with generally accepted accounting principles in the United States, or GAAP, decreased from $2.2 million to $(3.4) million from 2013 to 2015 and was $(0.3) million and $(0.7) million for the six months ended June 30, 2015 and 2016, respectively. See note 2 to the table contained in "Summary Consolidated Financial and Other Data—Other Metrics" for a reconciliation of adjusted EBITDA to net loss, the most directly comparable financial measure calculated and presented in accordance with GAAP.

As of December 31, 2014, December 31, 2015 and June 30, 2016, 14%, 17% and 17% of our customers, respectively, were located outside of the United States and these customers generated 14%, 14% and 12% of our total revenue for 2014, 2015 and the six months ended June 30, 2016, respectively. We opened our first international office in Windsor, England in September 2012 as part of our geographic expansion and, in March 2014, we acquired Vocal Limited, or Vocal, a mass notification company based in Colchester, England.

We have focused on rapidly growing our business and believe that the future growth of our business is dependent on many factors, including our ability to increase the functionality of our platform and applications, expand our customer base, accelerate adoption of our applications beyond Mass Notification within our existing customer base and expand our international presence. Our future growth will also depend on the growth in the market for critical communications solutions and our ability to effectively compete. In order to further penetrate the market for critical communications solutions and capitalize on what we believe to be a significant opportunity, we intend to continue to invest in research and development, build-out our data center infrastructure and services capabilities and hire additional sales representatives, both domestically and internationally, to drive sales to new customers and incremental sales of new applications to existing customers. Nevertheless, we expect to continue to incur losses in the near term and, if we are unable to achieve our growth objectives, we may not be able to achieve profitability.

Recent Acquisitions

We have in the past pursued, and plan to selectively pursue in the future, acquisitions of complementary businesses, technologies and teams that allow us to add new features and functionalities to our platform and accelerate the pace at which we can bring new applications and features to market.

In March 2014, we acquired Vocal for cash consideration of $2.0 million, notes payable of $4.3 million and 391,730 shares of our common stock. Vocal is a United Kingdom-based provider of emergency notification services that help enterprises and governmental entities communicate, plan and manage their responses to any business-affecting situation or day-to-day communication requirement.

In December 2014, we acquired technology through an acquisition from Tapestry Telemed LLC, or Telemed, for cash consideration of $1.4 million, notes payable of $1.4 million and 120,539 shares of our common stock. The technology, which we refer to as HipaaBridge, was acquired in order for us to develop an application that provides secure messaging within health care organizations in a manner intended to comply with the requirements of the federal Health Insurance Portability and Accountability Act, or HIPAA.

In December 2014, we acquired the assets of Nixle LLC, or Nixle, for cash consideration of $1.5 million and 323,178 shares of our common stock. The Nixle notification service allows governmental agencies to send notification messages to local residents via phone, email and the web.

Presentation of Financial Statements

Our consolidated financial statements include the accounts of our wholly-owned subsidiaries. Business acquisitions are included in our consolidated financial statements from the date of the acquisition. Our purchase accounting resulted in all assets and liabilities of acquired businesses being recorded at their estimated fair values on the acquisition dates. All intercompany balances and transactions have been eliminated in consolidation.

We report our financial results as one operating segment. Our operating results are regularly reviewed on a consolidated basis by our chief executive officer, who is our chief operating decision maker, principally to make strategic decisions regarding how we allocate our resources and to assess our consolidated operating performance.

Other Metrics

We regularly monitor a number of financial and operating metrics in order to measure our current performance and estimate our future performance. Our other business metrics may be calculated in a manner different than similar other business metrics used by other companies.

	Year Ended December 31,			Six Months Ended June 30,	
	2013	2014	2015	2015	2016
	(dollars in thousands)				
Revenue retention rate	112%	111%	112%	112%	116%
Adjusted EBITDA	$ 2,152	$ 2,524	$ (3,351)	$ (261)	$ (721)
Adjusted gross margin	$21,412	$30,663	$41,084	$19,064	$25,757
Free cash flow	$ 2,548	$ 3,884	$ (2,953)	$ (1,009)	$ (5,077)

- ***Revenue Retention Rate***. We calculate our revenue retention rate by dividing (1) total revenue in the current 12-month period from those customers who were customers during the prior 12-month period by (2) total revenue from all customers in the prior 12-month period. For the purposes of calculating our revenue retention rate, we count as customers all entities with whom we had contracts in the applicable period other than (1) customers of our wholly-owned subsidiary, Microtech, which generates an immaterial amount of our revenue in any given year and (2) in the first year following our acquisition of another business, customers that we acquired in connection with such acquisition. We believe that our ability to retain our customers and expand their use of our solutions over time is an indicator of the stability of our revenue base and the long-term value of our customer relationships. Our revenue retention rate provides insight into the impact on current period revenue of the number of new customers acquired during the prior 12-month period, the timing of our implementation of those new customers, growth in the usage of our solutions by our existing customers and customer attrition. If our revenue retention rate for a period exceeds 100%, this means that the revenue retained during the period including upsells more than offset the revenue that we lost from customers that did not renew their contracts during the period. Our revenue retention rate may decline or fluctuate as a result of a number of factors, including customers' satisfaction or dissatisfaction with our platform and applications, pricing, economic conditions or overall reductions in our customers' spending levels.

- ***Adjusted EBITDA***. Adjusted EBITDA represents our net loss before interest income and interest expense, income tax expense and benefit, depreciation and amortization expense and stock-based compensation expense. We do not consider these items to be indicative of our core operating performance. The items that are non-cash include depreciation and amortization expense and stock-based compensation expense. Adjusted EBITDA is a measure used by management to understand and evaluate our core operating performance and trends and to generate future operating plans, make strategic decisions regarding the allocation of capital and invest in initiatives that are focused on cultivating new markets for our solutions. In particular, the exclusion of certain expenses in calculating adjusted EBITDA facilitates comparisons of our operating performance on a period-to-period basis. Adjusted EBITDA is not a measure calculated in accordance with GAAP. See note 2 to the table contained in "Summary Consolidated Financial and Other Data—Other Metrics" for a reconciliation of

adjusted EBITDA to net loss, the most directly comparable financial measure calculated and presented in accordance with GAAP for 2013, 2014 and 2015, and for the six months ended June 30, 2015 and 2016, and a discussion of the limitations of adjusted EBITDA.

- ***Adjusted Gross Margin.*** Adjusted gross margin represents gross profit plus stock-based compensation and amortization expenses related to acquisitions. Adjusted gross margin is a measure used by management to understand and evaluate our core operating performance and trends and to generate future operating plans. The exclusion of stock-based compensation and amortization expenses related to acquisitions facilitates comparisons of our operating performance on a period-to-period basis. In the near term, we expect these expenses to continue to negatively impact our gross profit. Adjusted gross margin is not a measure calculated in accordance with GAAP. See note 3 to the table contained in "Summary Consolidated Financial and Other Data—Other Metrics" for a reconciliation of adjusted gross margin and a reconciliation of adjusted gross margin to gross profit, the most comparable GAAP measurement, for 2013, 2014 and 2015, and for the six months ended June 30, 2015 and 2016, and a discussion of the limitations of adjusted gross margin.

- ***Free Cash Flow.*** Free cash flow represents net cash provided by (used in) operating activities minus capital expenditures and capitalized software development costs. Free cash flow is a measure used by management to understand and evaluate our core operating performance and trends and to generate future operating plans. The exclusion of capital expenditures and amounts capitalized for internally- developed software facilitates comparisons of our operating performance on a period-to-period basis and excludes items that we do not consider to be indicative of our core operating performance. Free cash flow is not a measure calculated in accordance with GAAP. See note 4 to the table contained in "Summary Consolidated Financial and Other Data—Other Metrics" for a reconciliation of free cash flow to net cash for operating activities, the most comparable GAAP measurement, for 2013, 2014 and 2015, and for the six months ended June 30, 2015 and 2016, and a discussion of the limitations of free cash flow.

Components of Results of Operations

Revenue

We derive substantially all of our revenue from the sale of subscriptions to our critical communications applications.

We generally bill and collect payment for our subscriptions annually in advance. All revenue billed in advance of services being delivered is recorded in deferred revenue. The initial subscription period typically ranges from one to three years. We offer varying levels of customer support based on customer needs and the complexity of their businesses, including the level of usage by a customer in terms of minutes or the amount of data used to transmit the notifications. Our pricing model is based on the number of applications subscribed to and, per application, the number of people, locations and things connected to our platform as well as the volume of communications. We also offer premium services including data feeds for social media, threat intelligence and weather. We generate additional revenue by expanding the number of premium features and applications that our customers subscribe to and the number of contacts connected to our platform.

We generate an immaterial amount of revenue from set-up fees, which consist of participant process mapping, configuration, customer data migration and integration. We also sell professional services, which have been immaterial to date.

Cost of Revenue

Cost of revenue includes expenses related to the fulfillment of our subscription services, consisting primarily of employee-related expenses for data center operations and customer support, including salaries, bonuses, benefits and stock-based compensation expense. Cost of revenue also includes hosting costs, messaging costs and

depreciation and amortization. As we add data center capacity and support personnel in advance of anticipated growth, our cost of revenue will increase and, if anticipated revenue growth does not occur, our gross profit will be adversely affected.

Operating Expenses

Operating expenses consist of sales and marketing, research and development and general and administrative expenses. Salaries, bonuses, stock-based compensation expense and other personnel costs are the most significant components of each of these expense categories. We include stock-based compensation expense incurred in connection with the grant of stock options to the applicable operating expense category based on the equity award recipient's functional area.

Sales and Marketing

Sales and marketing expense primarily consists of employee-related expenses for sales, marketing and public relations employees, including salaries, bonuses, commissions, benefits and stock-based compensation expense. Sales and marketing expense also includes trade show, market research, advertising and other related marketing expense as well as office related costs to support sales. We defer certain sales commissions related to acquiring new customers and amortize these expenses ratably over the term of the corresponding subscription agreement. We plan to continue to expand our sales and marketing functions to grow our customer base and increase sales to existing customers. This growth will include adding sales personnel and expanding our marketing activities to continue to generate additional leads and build brand awareness. In the near term, we expect our sales and marketing expense to increase on an absolute dollars basis as we hire new sales representatives in the United States and worldwide and grow our marketing staff.

Research and Development

Research and development expense primarily consists of employee-related expenses for research and development staff, including salaries, bonuses, benefits and stock-based compensation expense. Research and development expense also includes the cost of certain third-party service providers, office related costs to support research and development activities and hosting costs. We capitalize certain software development costs that are attributable to developing new applications and adding incremental functionality to our platform and amortize these costs over the estimated life of the new application or incremental functionality, which is generally three years. We focus our research and development efforts on improving our applications, developing new applications and delivering new functionality. In the near term, we expect our research and development expense to increase on an absolute dollar basis as we continue to increase the functionality of our platform and applications.

General and Administrative

General and administrative expense primarily consists of employee-related expenses for administrative, legal, finance and human resource personnel, including salaries, bonuses, benefits and stock-based compensation expense. General and administrative expense also includes professional fees, insurance premiums, corporate expenses, transaction-related costs, facility costs, depreciation and amortization and software license costs. In the near term, we expect our general and administrative expense to increase on an absolute dollar basis as we incur the costs associated with being a publicly traded company.

Interest Income

Interest income consists of interest earned on our cash balances held at financial institutions.

Interest Expense

Interest expense consists of interest on our outstanding debt obligations, interest on our capital leases and accretion of interest resulting from a discount on the fair value of notes payable issued in connection with the acquisition of Vocal and the acquisition of the HipaaBridge technology from Telemed.

Other Expense, Net

Other expense, net consists primarily of realized foreign currency gains and losses. The acquisition of Vocal in 2014 has increased our exposure to foreign currencies, particularly the British pound.

Results of Operations

The following table sets forth our selected consolidated statements of operations data:

	Year Ended December 31,			Six Months Ended June 30,	
	2013	2014	2015	2015	2016
			(in thousands)	(unaudited)	
Consolidated Statements of Operations Data:					
Revenue	$ 30,040	$ 42,421	$ 58,720	$ 27,313	$ 35,634
Cost of revenue:(1)	8,699	12,089	19,789	9,045	11,151
Gross profit	21,341	30,332	38,931	18,268	24,483
Operating expenses:(1)					
Sales and marketing	11,695	15,818	25,925	11,337	17,054
Research and development	5,697	7,365	11,521	5,469	6,643
General and administrative	4,352	7,435	12,272	4,578	6,586
Total operating expense	21,744	30,618	49,718	21,384	30,283
Operating loss	(403)	(286)	(10,787)	(3,116)	(5,800)
Other expense, net	368	426	599	276	339
Loss before (provision for) benefit from income taxes	(771)	(712)	(11,386)	(3,392)	(6,139)
(Provision for) benefit from income taxes	(118)	89	562	188	110
Net loss	$ (889)	$ (623)	$ (10,824)	$ (3,204)	$ (6,029)

(1) Includes stock-based compensation expense and depreciation and amortization expense as follows:

	Year Ended December 31,			Six Months Ended June 30,	
	2013	2014	2015	2015	2016
		(in thousands)		(unaudited)	
Stock-based compensation expense:					
Cost of revenue	$ 48	$ 82	$ 150	$ 57	$ 89
Sales and marketing	82	120	315	102	292
Research and development	28	147	297	134	176
General and administrative	18	27	760	65	849
Total stock-based compensation expense	$ 176	$ 376	$ 1,522	$ 358	1,406
Depreciation and amortization expense:					
Cost of revenue	$ 2,374	$ 1,615	$ 4,457	$ 1,826	$ 2,982
Sales and marketing	46	101	227	76	115
Research and development	16	31	134	122	207
General and administrative	19	765	1,158	505	397
Total depreciation and amortization expense	$ 2,455	$ 2,512	$ 5,976	$ 2,529	$ 3,701

The following table sets forth our selected consolidated statements of operations data expressed as a percentage of total revenue:

	Year Ended December 31,			Six Months Ended June 30,	
	2013	2014	2015	2015	2016
				(unaudited)	
Consolidated Statements of Operations Data:					
Revenue	100%	100%	100%	100%	100%
Cost of revenue:	29	28	34	33	31
Gross profit	71	72	66	67	69
Operating expenses:					
Sales and marketing	39	37	44	42	48
Research and development	19	17	20	20	19
General and administrative	14	18	20	16	18
Total operating expense	72	72	84	78	85
Operating loss	(1)	—	(18)	(11)	(16)
Other expense, net	1	1	1	1	1
Loss before (provision for) benefit from income taxes	(2)	(1)	(19)	(12)	(17)
(Provision for) benefit from income taxes	—	—	1	—	—
Net loss	(2)%	(1)%	(18)%	(12)%	(17)%

Six Months Ended June 30, 2015 and 2016 (unaudited)

Revenue

	Six Months Ended June 30,		2015 v. 2016 Change	
	2015	2016	$	%
	(dollars in thousands)			
Revenue	$ 27,313	$ 35,634	$ 8,321	30.5%

Revenue increased by $8.3 million for the six months ended June 30, 2016 compared to the same period in 2015. The increase was due to a $8.3 million increase in sales of our solutions driven by expansion of our customer base from 2,391 customers as of June 30, 2015 to 2,981 as of June 30, 2016, including increased sales to larger organizations with greater numbers of contacts and locations.

Cost of Revenue

	Six Months Ended June 30,		2015 v. 2016 Change	
	2015	2016	$	%
	(dollars in thousands)			
Cost of revenue	$ 9,045	$ 11,151	$ 2,106	23.3%
Gross margin %	67%	69%		

Cost of revenue increased by $2.1 million for the six months ended June 30, 2016 compared to the same period in 2015. The increase was primarily due to a $1.2 million increase in depreciation and amortization expense attributable to our acquired intangible assets, a $0.6 million increase in employee-related costs associated with our increased headcount from 83 employees as of June 30, 2015 to 94 employees as of June 30, 2016 and a $0.3 million increase in messaging costs.

Gross margin percentage increased due to an increase in revenue, primarily offset by an increase in amortization of acquired intangible assets and capitalized software, as well as our continued investment in personnel to support our growth.

Operating Expenses

Sales and Marketing Expense

	Six Months Ended June 30,		2015 v. 2016 Change	
	2015	2016	$	%
	(dollars in thousands)			
Sales and marketing	$ 11,337	$ 17,054	$ 5,717	50.4%
% of revenue	42%	48%		

Sales and marketing expense increased by $5.7 million for the six months ended June 30, 2016 compared to the same period in 2015. The increase was primarily due to a $4.9 million increase in employee-related costs associated with our increased headcount from 134 employees as of June 30, 2015 to 168 employees as of June 30, 2016. The remaining increase was principally the result of a $0.5 million increase in advertising costs and a $0.3 million increase in office related expense to support our sales team.

Research and Development Expense

	Six Months Ended June 30,		2015 v. 2016 Change	
	2015	2016	$	%
	(dollars in thousands)			
Research and development	$ 5,469	$ 6,643	$ 1,174	21.5%
% of revenue	20%	19%		

Research and development expense increased by $1.2 million for the six months ended June 30, 2016 compared to the same period in 2015. The increase was primarily due to a $2.0 million increase in employee-related costs associated with our increased headcount from 99 employees as of June 30, 2015 to 111 employees as of June 30, 2016. The remaining increase was principally the result of a $0.2 million increase in software subscriptions to support research and development activities. A total of $2.0 million of internally developed software costs during the six months ended June 30, 2015 and $3.1 million of internally developed software costs during the six months ended June 30, 2016 were capitalized, resulting in a reduction of the expense by $1.1 million in the 2016 period.

General and Administrative Expense

	Six Months Ended June 30,		2015 v. 2016 Change	
	2015	2016	$	%
	(dollars in thousands)			
General and administrative	$ 4,578	$ 6,586	$ 2,008	43.9%
% of revenue	16%	18%		

General and administrative expense increased by $2.0 million for the six months ended June 30, 2016 compared to the same period in 2015. The increase was primarily due to a $1.7 million increase in employee-related costs associated with our increased headcount from 53 employees as of June 30, 2015 to 57 employees as of June 30, 2016. The remaining increase was the result of a $0.1 million increase in professional fees due to increased legal, accounting and audit services, a $0.1 million increase in facilities costs and a $0.1 million increase in software subscriptions to support our operations.

Other Expense, Net

	Six Months Ended June 30,		2015 v. 2016 Change	
	2015	2016	$	%
	(dollars in thousands)			
Other expense, net	$ 276	$ 339	$ 63	22.8%
% of revenue	1%	1%		

Other expense, net remained relatively consistent for the six months ended June 30, 2016 compared to the same period in 2015 as there were no significant changes to the interest expense related to our line of credit in the two periods.

Years Ended December 31, 2013, 2014 and 2015

Revenue

	Year Ended December 31,			2013 v. 2014 Change		2014 v. 2015 Change	
	2013	2014	2015	$	%	$	%
	(dollars in thousands)						
Revenue	$ 30,040	$ 42,421	$58,720	$ 12,381	41.2%	$ 16,299	38.4%

2014 Compared to 2015

Revenue increased by $16.3 million in 2015 compared to 2014. The increase was primarily due to a $14.0 million increase in sales of our solutions driven by expansion of our customer base from 2,167 customers as of December 31, 2014 to 2,662 as of December 31, 2015, including increased sales to larger organizations with greater numbers of contacts and locations. In 2015, we also had a $2.3 million increase in revenue attributable to the acquisition of Nixle, which occurred in December 2014.

2013 Compared to 2014

Revenue increased by $12.4 million in 2014 compared to 2013. The increase was primarily due to a $9.2 million increase in sales of our solutions driven by the expansion of our customer base and increased sales to larger organizations with greater numbers of contacts and locations, as well as $3.2 million of revenue attributable to the acquisition of Vocal. We grew our customer base from 1,285 as of December 31, 2013 to 2,167 as of December 31, 2014, inclusive of 338 customers acquired in connection with our acquisition of Vocal and 277 customers acquired in connection with our acquisition of Nixle in March 2014 and December 2014, respectively.

Cost of Revenue

	Year Ended December 31,			2013 v. 2014 Change		2014 v. 2015 Change	
	2013	2014	2015	$	%	$	%
	(dollars in thousands)						
Cost of revenue	$8,699	$12,089	$19,789	$ 3,390	39.0%	$ 7,700	63.7%
Gross margin %	71%	72%	66%				

2014 Compared to 2015

Cost of revenue increased by $7.7 million in 2015 compared to 2014. The increase was primarily due to a $2.7 million increase in employee-related costs associated with our increased headcount from 72 employees as of December 31, 2014 to 90 employees as of December 31, 2015. The remaining increase was principally the result of a $2.8 million increase in depreciation and amortization expense attributable to our acquired intangible assets, a $1.8 million increase in hosting and messaging costs and a $0.3 million increase in office related expenses.

Gross margin percentage decreased due to an increase in amortization of acquired intangible assets and capitalized software, as well as our continued investment in personnel to support our growth.

2013 Compared to 2014

Cost of revenue increased by $3.4 million in 2014 compared to 2013. The increase was primarily due to a $2.2 million increase in employee-related costs associated with our increase in headcount from 42 employees as of December 31, 2013 to 72 employees as of December 31, 2014. The remaining increase was principally the result of a $1.8 million increase in hosting and messaging costs and a $0.2 million increase in office related expenses. These increases were offset by a decrease in depreciation and amortization of $0.8 million as a result of lower amortization of software development costs and our termination of a license with a vendor.

Gross margin percentage increased due to an increase in revenue and a decrease in the growth of infrastructure costs as a percentage of revenue.

Operating Expense

Sales and Marketing Expense

	Year Ended December 31,			2013 v. 2014 Change		2014 v. 2015 Change	
	2013	2014	2015	$	%	$	%
	(dollars in thousands)						
Sales and marketing	$ 11,695	$ 15,818	$ 25,925	$ 4,123	35.3%	$ 10,107	63.9%
% of revenue	39%	37%	44%				

2014 Compared to 2015

Sales and marketing expense increased by $10.1 million in 2015 compared to 2014. The increase was primarily due to a $8.1 million increase in employee-related costs associated with our increased headcount from 104 employees as of December 31, 2014 to 157 employees as of December 31, 2015. The remaining increase was principally the result of a $0.9 million increase in office related costs to support sales and a $1.1 million increase in trade show and advertising costs.

2013 Compared to 2014

Sales and marketing expense increased by $4.1 million in 2014 compared to 2013. The increase was primarily due to a $3.5 million increase in employee-related costs associated with our increased headcount from 69 employees as of December 31, 2013 to 104 employees as of December 31, 2014. The remaining increase was attributable to a $0.2 million increase in office related costs to support sales and a $0.4 million increase in trade show and marketing expenses.

Research and Development Expense

	Year Ended December 31,			2013 v. 2014 Change		2014 v. 2015 Change	
	2013	2014	2015	$	%	$	%
	(dollars in thousands)						
Research and development	$ 5,697	$ 7,365	$11,521	$ 1,668	29.3%	$ 4,156	56.4%
% of revenue	19%	17%	20%				

2014 Compared to 2015

Research and development expense increased by $4.2 million in 2015 compared to 2014. The increase was primarily due to a $6.5 million increase in employee-related costs associated with our increased headcount from 83 employees as of December 31, 2014 to 109 employees as of December 31, 2015. The remaining increase was principally the result of a $0.9 million increase in office and software related cost to support research and development activities. A total of $4.8 million of internally-developed software costs during 2015 and $1.6 million of internally-developed software costs during 2014 were capitalized, resulting in a reduction of the expense by $3.2 million in 2015.

2013 Compared to 2014

Research and development expense increased by $1.7 million in 2014 compared to 2013. The increase was primarily due to a $2.6 million increase in employee-related costs associated with our increased headcount from 54 employees as of December 31, 2013 to 83 employees as of December 31, 2014 and a $0.2 million increase in office related expenses to support research and development activities. A total of $1.7 million of internally-developed software costs during 2014 and $0.8 million of internally-developed software costs during 2013 were capitalized, resulting in a reduction of the expense by $0.9 million in 2014.

General and Administrative Expense

	Year Ended December 31,			2013 v. 2014 Change		2014 v. 2015 Change	
	2013	2014	2015	$	%	$	%
	(dollars in thousands)						
General and administrative	$ 4,352	$ 7,435	$ 12,272	$ 3,083	70.8%	$ 4,837	65.1%
% of revenue	14%	18%	20%				

2014 Compared to 2015

General and administrative expense increased by $4.8 million in 2015 compared to 2014. The increase was primarily due to a $2.5 million increase in employee-related costs associated with our increased headcount from 44 employees as of December 31, 2014 to 62 employees as of December 31, 2015. The remaining increase was the result of a $1.7 million increase in professional fees due to increased legal, accounting and audit services to support our operations and our preparations to become a public company, a $0.4 million increase in office related expenses and a $0.4 million increase in depreciation and amortization expense related to equipment. These increases were offset by a $0.2 million decrease in legal and transaction-related costs in 2015.

2013 Compared to 2014

General and administrative expense increased by $3.1 million in 2014 compared to 2013. The increase was primarily due to a $1.6 million increase in employee-related costs associated with our increased headcount from 24 employees as of December 31, 2013 to 44 employees as of December 31, 2014. The remaining increase was attributable to a $0.2 million increase in facility costs, as we opened new offices and expanded certain of our existing facilities to accommodate our increase in personnel, and a $0.7 million increase in depreciation and amortization expense related to equipment and intangible assets, as well as $0.6 million of transaction costs incurred in connection with the two acquisitions that we completed in 2014.

Other Expense, Net

	Year Ended December 31,			2013 v. 2014 Change		2014 v. 2015 Change	
	2013	2014	2015	$	%	$	%
	(dollars in thousands)						
Other expense, net	$ 368	$ 426	$ 599	$ 58	15.8%	$ 173	40.6%
% of revenue	1%	1%	1%				

2014 Compared to 2015

Other expense, net increased by $0.2 million in 2015 compared to 2014 as a result of increased interest expense related to accretion of interest on our notes payable, interest expense due under our term loan and revolving line of credit.

2013 Compared to 2014

Other expense, net remained relatively consistent and was not significant for 2013 or 2014.

Quarterly Results of Operations

The following table sets forth our unaudited quarterly consolidated statements of operations data for each of the ten quarters in the period ended June 30, 2016. We have prepared the quarterly financial data on the same basis as the audited consolidated financial statements included in this prospectus. In our opinion, the quarterly financial data reflects all adjustments, consisting only of normal recurring adjustments, which we consider necessary for a fair presentation of this data. This quarterly financial data should be read in conjunction with our consolidated financial statements and related notes included elsewhere in this prospectus. Our historical results are not necessarily indicative of the results to be expected in the future.

	Three Months Ended									
	March 31, 2014	June 30, 2014	September 30, 2014	December 31, 2014	March 31, 2015	June 30, 2015	September 30, 2015	December 31, 2015	March 31, 2016	June 30, 2016
Consolidated Statements of Operations Data:										
Revenue	$ 8,798	$ 10,680	$ 11,255	$ 11,688	$ 13,160	$ 14,153	$ 15,187	$ 16,220	$ 17,069	$ 18,565
Cost of revenue:	2,350	2,971	3,353	3,415	4,126	4,919	5,165	5,579	5,475	5,676
Gross profit	6,448	7,709	7,902	8,273	9,034	9,234	10,022	10,641	11,594	12,889
Operating expenses:										
Sales and marketing	3,167	3,874	3,981	4,796	5,512	5,825	6,761	7,827	8,205	8,849
Research and development	1,464	1,612	2,021	2,268	2,687	2,782	3,025	3,027	3,180	3,463
General and administrative	1,352	1,837	1,738	2,508	2,041	2,537	3,863	3,831	3,458	3,128
Total operating expense	5,983	7,323	7,740	9,572	10,240	11,144	13,649	14,685	14,843	15,440
Operating income (loss)	465	386	162	(1,299)	(1,206)	(1,910)	(3,627)	(4,044)	(3,249)	(2,551)
Other income (expense), net	(82)	(113)	(98)	(133)	(131)	(145)	(180)	(143)	(131)	(208)
Income (loss) before (provision for) benefit from income taxes	383	273	64	(1,432)	(1,337)	(2,055)	(3,807)	(4,187)	(3,380)	(2,759)
(Provision for) benefit from income taxes	(57)	(41)	(9)	196	(24)	212	186	188	155	(45)
Net income (loss)	$ 326	$ 232	$ 55	$ (1,236)	$ (1,361)	$ (1,843)	$ (3,621)	$ (3,999)	$ (3,225)	$ (2,804)
Other Metrics:										
Adjusted EBITDA(1)	$ 870	$ 1,136	$ 981	$ (463)	$ (151)	$ (110)	$ (1,391)	$ (1,699)	$ (779)	$ 58

(1) Adjusted EBITDA represents our net loss before interest income and interest expense, income tax expense and benefit, depreciation and amortization expense and stock-based compensation expense. We do not consider these items to be indicative of our core operating performance. The items that are non-cash include depreciation and amortization expense and stock-based compensation expense. Adjusted EBITDA is a measure used by management to understand and evaluate our core operating performance and trends and to generate future operating plans, make strategic decisions regarding the allocation of capital and invest in initiatives that are focused on cultivating new markets for our solutions. In particular, the exclusion of certain expenses in calculating adjusted EBITDA facilitates comparisons of our operating performance on a period-to-period basis. Adjusted EBITDA is not a measure calculated in accordance with GAAP. The following table presents a reconciliation of adjusted EBITDA to net loss, the most directly comparable GAAP measure, for each of the periods indicated. See note 2 to the table contained in “Summary Consolidated Financial and Other Data—Other Metrics” for a discussion of the limitations of adjusted EBITDA.

	Three Months Ended									
	March 31, 2014	June 30, 2014	September 30, 2014	December 31, 2014	March 31, 2015	June 30, 2015	September 30, 2015	December 31, 2015	March 31, 2016	June 30, 2016
Net income (loss)	$ 326	$ 232	$ 55	$ (1,236)	$ (1,361)	$ (1,843)	$ (3,621)	$ (3,999)	$ (3,225)	$ (2,804)
Interest expense, net	67	94	97	90	105	139	159	134	137	174
Provision for (benefit from) income taxes	57	41	9	(196)	24	(212)	(186)	(188)	(155)	45
Depreciation and amortization expense	332	674	739	767	935	1,594	1,715	1,732	1,793	1,908
Stock-based compensation expense	88	95	81	112	146	212	542	622	671	735
Total net adjustments	$ 544	$ 904	$ 926	$ 773	$ 1,210	$ 1,733	$ 2,230	$ 2,300	$ 2,446	$ 2,862
Adjusted EBITDA	$ 870	$ 1,136	$ 981	$ (463)	$ (151)	$ (110)	$ (1,391)	$ (1,699)	$ (779)	$ 58

Quarterly Trends

The sequential increases in our quarterly revenue was due primarily to increases in our number of new customers as well as increased revenue from existing customers as they expanded their use of our solutions.

Our operating expenses generally have increased sequentially for the periods presented due primarily to increases in headcount and other related expenses to support our growth. We anticipate our operating expenses will continue to increase in absolute dollar terms as we invest in the long-term growth of our business.

Our gross profit has increased sequentially for the periods presented due primarily to greater growth in revenue than expenses, which expenses are primarily related to our increase in headcount as we invest in the growth of our business. This increase in revenue was partially offset by increases in amortization expense attributed to our acquisitions and capitalized software development costs.

Liquidity and Capital Resources

To date, we have financed our operations primarily through cash from operating activities, along with equity issuances and debt financing arrangements. Our principal source of liquidity is cash totaling $8.6 million and $1.0 million as of December 31, 2015 and June 30, 2016, respectively.

We have incurred cumulative losses of $78.3 million from our operations through December 31, 2015 and expect to incur additional losses in the future. We believe that our existing sources of liquidity will be sufficient to fund our operations for at least the next 12 months. However, our future capital requirements will depend on many factors, including our rate of revenue growth, the expansion of our sales and marketing activities and the timing and extent of our spending to support our research and development efforts. To the extent that existing cash and cash from operations are insufficient to fund our future activities, we may need to raise additional funds through public or private equity or debt financing. In the event that additional financing is required from outside sources, we may be unable to raise the funds on acceptable terms, if at all. If we are unable to raise additional capital when desired, our business, operating results and financial condition could be adversely affected.

The following table shows a summary of our cash flows for the years ended December 31, 2013, 2014 and 2015 and for the six months ended June 30, 2015 and 2016:

	Year Ended December 31,			Six Months Ended June 30,	
	2013	2014	2015	2015	2016
			(in thousands)		
				(unaudited)	
Cash at beginning of period	$ 1,712	$ 3,040	$ 4,412	$ 4,412	8,578
Net cash provided by (used in) operating activities	3,998	7,716	4,451	2,578	(1,691)
Net cash used in investing activities	(1,335)	(4,136)	(7,404)	(3,664)	(3,386)
Net cash (used in) provided by financing activities	(1,352)	(2,120)	7,219	476	(2,492)
Effects of exchange rates on cash	17	(88)	(100)	13	39
Cash at end of period	$ 3,040	$ 4,412	$ 8,578	$ 3,815	$ 1,048

As of December 31, 2015, $1.4 million in cash was held by our consolidated foreign subsidiaries. We intend to use these funds for foreign operations and do not intend to repatriate these funds to the United States. In the future, if we were to repatriate unremitted earnings, we would be subject to income tax on the remittances.

Sources of Funds

Since our inception, we have financed our operations in large part with equity issuances and debt financing arrangements, including net proceeds of $30.5 million from the sale of equity securities.

Credit Facilities

In April 2013, we entered into an amendment to our credit facility agreement with Silicon Valley Bank, or the SVB credit facility. The SVB credit facility provided for advances under a formula-based revolving line of credit that matured on April 19, 2015. The revolving line of credit provided advances equal to 80% of eligible accounts receivable and was subject to sublimits for letters of credit, foreign exchange and cash management services, respectively. The maximum amount available under the line of credit was $7.0 million, $3.7 million of which was available under the credit facility as of December 31, 2014. As of December 31, 2014, $3.0 million in principal was outstanding under the credit facility. In April 2015, the credit facility was extended until July 17, 2015, but was paid off in full on July 8, 2015.

In June 2015, we entered into a loan and security agreement, or the loan agreement, with Western Alliance Bank (formerly known as Bridge Bank) and terminated the credit facility with Silicon Valley Bank. The loan agreement originally provided for a $10.0 million revolving line of credit and the amount of the revolving line of credit was increased to $15.0 million in February 2016. Availability under the revolving line of credit is subject to a formula based on monthly recurring revenue. There is a $250,000 cash management sublimit and a $250,000 international sublimit under the revolving line of credit for cash management services, foreign exchange and letters of credit. The advances under the revolving line of credit bear interest at a floating per annum rate equal to the prime rate, but in no event less than 3.25%, plus 0.75%. The revolving line of credit terminates on June 30, 2018, at which time the principal amount of all outstanding advances becomes due and payable. As of June 30, 2016, we had $10.5 million outstanding under the revolving line of credit and $4.5 million of availability. Subsequent to June 30, 2016, we paid down $4.0 million under the revolving line of credit such that we had outstanding $6.5 million under the revolving line of credit and $8.5 million of availability as of August 15, 2016.

The loan agreement also provides for a $5.0 million growth capital term loan. The term loan bears interest at a floating per annum rate equal to the prime rate, but in no event less than 3.25%, plus 1.75%. Interest on the term loan was payable monthly in arrears for the first 12 months. Thereafter, pursuant to an amendment to the loan agreement entered into on July 1, 2016, the term loan will be payable in thirty equal monthly installments of principal, plus all accrued interest, beginning on January 10, 2017. The term loan maturity date is June 30, 2019.

The term loan may be prepaid at our option, subject to a prepayment fee equal to 2% of the principal amount being repaid if such prepayment occurs on or prior to the first anniversary of the closing date. As of June 30, 2016, we had $5.0 million outstanding under the term loan.

Western Alliance Bank maintains a security interest in substantially all of our tangible and intangible assets, excluding intellectual property, to secure any outstanding amounts under the loan agreement. The loan agreement contains customary events of default, conditions to borrowing and covenants, including restrictions on our ability to dispose of assets, make acquisitions, incur debt, incur liens and make distributions and dividends to stockholders. The loan agreement also includes a financial covenant related to our recurring revenue renewal rate. During the continuance of an event of default, Western Alliance Bank may accelerate amounts outstanding, terminate the credit facility and foreclose on the collateral.

As of June 30, 2016, we were in compliance with all covenants in the loan agreement.

Uses of Funds

Our historical uses of cash have primarily consisted of cash used for operating activities, such as expansion of our sales and marketing operations, research and development activities and other working capital needs.

Operating Activities

Our net loss and cash flows provided by operating activities are significantly influenced by our investments in headcount and infrastructure to support our growth, marketing and sponsorship expenses, and our ability to bill and collect in a timely manner. Our net loss has been significantly greater than our use of cash for operating activities due to the inclusion of non-cash expenses and charges.

Operating activities used $1.7 million in cash in the six months ended June 30, 2016, primarily from $0.7 million in cash used in operations as a result of changes in operating assets and liabilities, which was offset by $5.0 million of non-cash operating expenses and partially increased by our net loss of $6.0 million. Specifically, we recognized non-cash charges aggregating $3.7 million for depreciation and amortization of intangible assets, capitalized software development costs and property and equipment and $1.4 million for stock-based compensation, which was offset by a decrease of $0.2 million in our deferred tax liability balance. The change in operating assets and liabilities reflected a $1.6 million increase in accounts receivables, a $1.2 million increase in other assets due to timing of payments made for deferred initial public offering costs and commissions, a $0.8 million increase in pre-paid expenses and a $0.4 million decrease in accrued expenses. These decreases were partially offset by a $3.1 million increase in deferred revenue and a $0.3 million increase in accrued employee related expenses.

Operating activities provided $2.6 million in cash in the six months ended June 30, 2015, primarily from $2.8 million in cash provided as a result of changes in operating assets and liabilities, which was increased by $3.0 million of non-cash operating expenses and partially offset by our net loss of $3.2 million. Specifically, we recognized non-cash charges aggregating $2.5 million for depreciation and amortization of intangible assets, capitalized software development costs and property and equipment, $0.4 million for stock-based compensation expense, $0.1 million related to non-cash interest on notes payable and $0.1 million for the increase in our accounts receivable provision. The change in operating assets and liabilities reflected a $4.9 million increase in deferred revenue, a $1.3 million increase in accounts payable due to timing of payments made to vendors and a $0.2 million increase in accrued employee-related expenses due to timing of payments. These increases were partially offset by a $1.6 million increase in accounts receivable, $1.2 million increase in prepaid expenses as a result of the increase in upfront payments made for insurance services, a $0.5 million increase in accrued expenses due to the timing of payments made and a $0.4 million increase in other assets due to the timing of payments made for future services.

Operating activities provided $4.5 million in 2015, primarily from $7.7 million in cash provided as a result of changes in operating assets and liabilities, which was increased by $7.5 million of non-cash operating expenses and partially offset by our net loss of $10.8 million. Specifically, we recognized non-cash charges aggregating

$6.0 million for depreciation and amortization of intangible assets, capitalized software development costs and property and equipment, $1.5 million for stock-based compensation expense, $0.1 million related to non-cash interest on notes payable and $0.4 million for the increase in our accounts receivable provision, offset by a $0.4 million decrease in our deferred income taxes. The change in operating assets and liabilities reflected a $0.9 million increase in accounts payable due to timing of payments made to vendors, a $11.6 million increase in deferred revenue and a $1.2 million increase in accrued employee-related expenses due to timing of payments. These increases were partially offset by a $4.8 million increase in accounts receivable, $0.7 million increase in prepaid expenses as a result of the increase in upfront payments made for insurance services, a $0.4 million increase in other assets due to timing of payments made for deferred IPO cost and commissions and a $0.2 million decrease in accrued expenses due to the timing of payments made.

Operating activities provided $7.7 million in 2014, primarily from $5.6 million cash provided as result of changes in operating assets and liabilities, which was increased by $2.8 million of non-cash operating expenses, and partially offset by our net loss of $0.6 million. Specifically, we recognized non-cash charges aggregating $2.5 million for depreciation and amortization of intangible assets, capitalized software development costs and property and equipment, a $0.2 million increase in our reserve for bad debts, a $0.4 million increase in stock-based compensation expense and a $0.3 million increase in deferred income taxes as a result of the Vocal acquisition. The change in operating assets and liabilities reflected a $1.0 million increase in accounts receivable as a result of our increased revenue, a $0.3 million increase in prepaid expenses primarily associated with our increased insurance spend and a $0.2 million increase in other assets, partially offset by a $1.6 million increase in accrued and employee-related expenses due to timing of payments made to vendors and employees and $5.0 million increase in deferred revenue.

Operating activities provided $4.0 million in 2013, primarily from $2.7 million of non-cash operating expenses and $2.2 million of net operating assets and liabilities, partially offset by our net loss of $0.9 million. Specifically, we recognized non-cash charges aggregating $2.5 million for depreciation and amortization of intangible assets, capitalized software development costs and property and equipment, $0.2 million for stock-based compensation expense and $0.1 million for our reserve for bad debts. The change in operating assets and liabilities reflected a $2.1 million increase in accounts receivable as a result of our increased revenues and a $0.1 million increase in prepaid expenses primarily associated with our increased insurance spend, partially offset by a $1.5 million increase in accrued and employee-related expenses due to timing of payments made to vendors and employees and a $3.0 million increase in deferred revenue.

Investing Activities

Our investing activities consist primarily of payments for acquisitions of businesses and technologies and capital expenditures for capitalized software development costs, property and equipment expenses.

Investing activities used $3.4 million in cash in the six months ended June 30, 2016, primarily from our investment in software development of $3.0 million and property and equipment of $0.3 million.

Investing activities used $3.7 million in cash in the six months ended June 30, 2015, primarily from our investment in software development of $2.3 million and property and equipment of $1.3 million.

Investing activities used $7.4 million in cash in 2015, primarily from our investment in software development of $4.9 million and property and equipment of $2.5 million.

Investing activities used $4.1 million in 2014, primarily from net cash paid in acquisitions of $0.3 million, our investment in software development of $1.7 million and property and equipment of $2.2 million.

Investing activities used $1.3 million in 2013, primarily from our investment in software development of $0.8 million and property and equipment of $0.7 million, partially offset by the release of $0.1 million in restricted cash.

Financing Activities

Cash generated by financing activities includes borrowings under our term loan and credit facilities and proceeds from the issuance of common stock upon the exercise of employee stock options. Cash used in financing activities includes deferred initial public offering costs and payments on capital leases, notes payable and repayments of debt under our credit facilities.

Financing activities used $2.5 million of cash in the six months ended June 30, 2016, which reflects payment of $9.0 million on our line of credit, payment of notes payable related to the HipaaBridge and Vocal acquisitions of $2.0 million and $1.1 million in payments attributed to deferred initial public offering costs, offset by proceeds of $0.2 million from the exercise of stock options and proceeds from our line of credit of $9.5 million.

Financing activities provided $0.5 million in cash in the six months ended June 30, 2015, primarily from proceeds from our line of credit of $2.0 million, partially offset by a $1.5 million payment to repurchase outstanding shares of our common stock.

Financing activities provided $7.2 million in cash in 2015, primarily from proceeds from our term loan of $5.0 million and proceeds from our line of credit of $12.0 million, partially offset by a $1.5 million payment to repurchase outstanding shares of our common stock, $5.0 million in payments on our line of credit, $1.8 million in payments on notes payable, $1.4 million in payments attributed to deferred initial public offering costs, $0.1 million in payments for debt issuance costs and $0.1 million in payments on capital leases.

Financing activities used $2.1 million of cash in 2014, which reflects net payments of $0.4 million on our line of credit, payment of notes payable related to the Vocal acquisition of $1.9 million and payment of $0.1 million of capital lease obligations, offset by proceeds of $0.2 million from the exercise of stock options.

Financing activities used $1.4 million of cash in 2013, which reflects net payments of $1.2 million on our line of credit and payment of $0.2 million of capital lease obligations.

Contractual Obligations and Commitments

The following table summarizes our commitments to settle contractual obligations as of December 31, 2015:

	Less than 1 Year	1 to 3 Years	3 to 5 Years	More than 5 Years	Total
			(in thousands)		
Debt obligations(1)	$ 2,851	$ 13,334	$ 833	$ —	$ 17,018
Capital leases(2)	58	—	—	—	58
Operating leases(3)	1,317	645	101	—	2,063
Total	$ 4,226	$ 13,979	$ 934	$ —	$ 19,139

(1) Includes principal payments on our line of credit, notes payable and term loan, excluding estimated cash interest payments of $0.7 million in 2016, as described in notes (9) and (10) to our consolidated financial statements included in this prospectus. The debt obligation balance excludes $48,000 of debt issuance cost capitalized on our balance sheet and shown net of our debt obligations.

(2) Capital leases include future commitments associated with our acquisition of fixed assets.

(3) Operating leases include total future minimum rent payments under non-cancelable operating lease agreements as described in note (17) of our consolidated financial statements included in this prospectus.

Future minimum operating lease payments have been reduced by future minimum sublease income of $0.3 million.

In March 2016, we entered into a lease for our new executive offices in Pasadena, California that will increase our future minimum lease commitments over the next three years by $1.0 million.

The commitment amounts in the table above are associated with contracts that are enforceable and legally binding and that specify all significant terms, including fixed or minimum services to be used, fixed, minimum or variable price provisions and the approximate timing of the actions under the contracts. The table does not include obligations under agreements that we can cancel without a significant penalty.

Backlog

We sell all of our critical communications applications on a subscription basis. We generally enter into contracts that range from one to three years in length, with an average contract duration of 2.1 years as of June 30, 2016, and generally bill and collect payment annually in advance. Since we bill many of our customers at the beginning of each contract year, there can be amounts that we have not yet been contractually able to invoice. Until such time as these amounts are invoiced, they are not recorded in revenue, deferred revenue or elsewhere in our consolidated financial statements. As of June 30, 2016, the dollar amount of this backlog believed to be firm was $50.1 million. We expect that the amount of backlog relative to the total value of our subscription agreements will change from year to year for several reasons, including the specific timing and duration of customer agreements, varying invoicing cycles of agreements, the specific timing of customer renewals and changes in customer financial circumstances. In addition, because revenue for any period is a function of revenue recognized from deferred revenue under contracts in existence at the beginning of the period, as well as contracts that are renewed and new customer contracts that are entered into during the period, backlog at the beginning of any period is not necessarily indicative of future performance. Our presentation of backlog may also differ from that of other companies in our industry. Due to these factors, as well as variances in billing arrangements with customers, we do not utilize backlog as a key management metric internally.

Off-Balance Sheet Arrangements

We do not have any relationships with unconsolidated entities or financial partnerships, including entities sometimes referred to as structured finance or special purpose entities that were established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes. We do not engage in off-balance sheet financing arrangements. In addition, we do not engage in trading activities involving non-exchange traded contracts.

Critical Accounting Policies

Our consolidated financial statements are prepared in accordance with GAAP. The preparation of our consolidated financial statements require us to make estimates, assumptions and judgments that affect the reported amounts of revenue, assets, liabilities, costs and expenses. We base our estimates and assumptions on historical experience and other factors that we believe to be reasonable under the circumstances. We evaluate our estimates and assumptions on an ongoing basis. Our actual results may differ from these estimates. Our most critical accounting policies are summarized below. See note 2 to our consolidated financial statements beginning on page F-9 of this prospectus for a description of our other significant accounting policies.

Revenue Recognition

We derive substantially all of our revenue from contract subscription fees for use of our applications.

We recognize revenue in accordance with ASC Topic 605, *Revenue Recognition*, with respect to a transaction when all of the following conditions have been satisfied:

- persuasive evidence of an agreement exists;
- the service has been provided to the customer;
- fees are fixed or determinable; and
- the collection of the fees is reasonably assured and acceptance criteria, if any, have been met.

If any of these criteria are not met, revenue recognition is deferred until such time that all of the criteria are met.

Our subscription arrangements do not provide customers with the right to take possession of our software at any time.

Subscription Revenue

We recognize subscription revenue ratably over the initial subscription period committed by the customer commencing when the customer’s environment has been created in our hosted environment. The initial subscription period is typically one to three years and the level of service provided each customer varies is based on the level of service required by the complexity of a customer’s business.

Other Revenue

We recognize revenue for set-up fees, which historically have not been material to our financial statements. We have concluded that set-up fees do not meet the criteria for separation from our primary service as they do not have stand-alone value as we have historically not sold set-up fees separately. We charge set-up fees for substantially all new applications and services. These set-up fees are recognized ratably over the contractual period, which approximates the life of the application. We also sell professional services, which have been immaterial to date.

Deferred Revenue

Deferred revenue includes amounts collected or billed in excess of recognizable revenue. Such amounts are recognized by us over the life of the contract upon meeting the revenue recognition criteria. Deferred revenue that will be recognized during the succeeding 12-month period is recorded as current deferred revenue and the remaining portion is recorded as non-current deferred revenue. Because the mix of billing terms with customers can vary from period to period, the annualized value of the contracts that we enter into with our customers will not be completely reflected in deferred revenue at any single point in time.

Business Combinations

The results of businesses acquired in a business combination are included in our consolidated financial statements from the date of the acquisition. Purchase accounting results in assets and liabilities of an acquired business being recorded at their estimated fair values on the acquisition date. Any excess consideration over the fair value of assets acquired and liabilities assumed is recognized as goodwill.

We perform valuations of assets acquired and liabilities assumed on each acquisition accounted for as a business combination and allocate the purchase price to the tangible and intangible assets acquired and liabilities assumed based on our best estimate of fair value. We determine the appropriate useful life of intangible assets by performing an analysis of cash flows based on historical experience of the acquired businesses. Intangible assets are amortized over their estimated useful lives based on the pattern in which the economic benefits associated with the asset are expected to be consumed, which to date has approximated the straight-line method of amortization.

Transaction costs associated with business combinations are expensed as incurred and are included in general and administrative expense in our consolidated statements of comprehensive loss.

Goodwill

Goodwill represents the excess of the aggregate purchase price paid over the fair value of the net assets acquired in our business combinations. Goodwill is not amortized and is tested for impairment at least annually or whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Events or changes in circumstances that could trigger an impairment review include a significant adverse change in business climate, an adverse action or assessment by a regulator, unanticipated competition, a loss of key personnel, significant changes in the manner of our use of the acquired assets or the strategy for our overall business, significant negative industry or economic trends, or significant underperformance relative to expected historical or projected future results of operations.

We have the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying value, including goodwill. If, after assessing the totality of events or circumstances, we determine that it is not more likely than not that the fair value of a reporting unit is less than its carrying amount, additional impairment testing is not required. However, if we conclude otherwise, we are required to perform the first step of a two-step impairment test. Alternatively, we may elect to proceed directly to the first step of the two-step impairment test and bypass the qualitative assessment.

The first step of the impairment test involves comparing the estimated fair value of a reporting unit with its book value, including goodwill. If the estimated fair value exceeds book value, goodwill is considered not to be impaired and no additional steps are necessary. If, however, the fair value of the reporting unit is less than book value, the carrying amount of the goodwill is compared to its implied fair value. The estimate of implied fair value of goodwill may require valuations of certain internally generated and unrecognized intangible assets. If the carrying amount of goodwill exceeds the implied fair value of that goodwill, an impairment loss is recognized in an amount equal to the excess. We test for goodwill impairment on November 30 of each year.

Software Development Costs

We capitalize the costs of software developed or obtained for internal use in accordance with ASC Topic 350-40, *Internal Use Software.* Capitalized software development costs consist of costs incurred during the application development stage and include purchased software licenses, implementation costs, consulting costs, and payroll-related costs for projects that qualify for capitalization. These costs relate to major new functionality. All other costs, primarily related to maintenance and minor software fixes, are expensed as incurred.

Stock-Based Compensation

We recognize stock-based compensation expense for stock-based compensation awards granted to our employees, directors, consultants and other service providers that can be settled in shares of our common stock. Compensation expense for stock-based compensation awards granted is based on the grant date fair value estimate for each award as determined by our board of directors or the compensation committee of our board of directors. We recognize these compensation costs on a straight-line basis over the requisite service period of the award, which is generally four years. As stock-based compensation expense recognized is based on awards ultimately expected to vest, such expense is reduced for estimated forfeitures.

We estimate the fair value of stock-based compensation awards at the date of grant using the Black-Scholes option pricing model, which was developed for use in estimating the value of traded options that have no vesting restrictions and are freely transferable. The fair values generated by the model may not be indicative of the actual fair values of our awards as it does not consider other factors important to those stock-based payment awards, such as continued employment, periodic vesting requirements and limited transferability.

Determining the fair value of stock-based awards at the grant date requires judgment. We use the Black-Scholes option-pricing model to determine the fair value of stock options. The determination of the grant date fair value of options using an option-pricing model is affected by our estimated common stock fair value as well as assumptions regarding a number of other complex and subjective variables. These variables include the fair value of our common stock, the expected term of the options, our expected stock price volatility, risk-free interest rates, and expected dividends, which are estimated as follows:

- *Fair value of our common stock.* Because our stock is not publicly traded, we must estimate the fair value of common stock, as discussed in "—Common Stock Valuations" below.
- *Expected term.* The expected term represents the period that the stock-based compensation awards are expected to be outstanding. Since we did not have sufficient historical information to develop reasonable expectations about future exercise behavior, we use the simplified method to compute expected term, which represents the average of the time-to-vesting and the contractual life.
- *Expected volatility.* As we do not have a trading history for our common stock, the expected stock price volatility for our common stock was estimated by taking the average historic price volatility for industry peers based on daily price observations over a period equivalent to the expected term of the stock option grants. We did not rely on implied volatilities of traded options in our industry peers' common stock because the volume of activity was relatively low. We intend to continue to consistently apply this process using the same or similar public companies until a sufficient amount of historical information regarding the volatility of our own common stock share price becomes available.

- *Risk-free interest rate.* The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant for zero coupon U.S. Treasury notes with maturities approximately equal to the expected term of the options.

- *Expected dividend yield.* We have never declared or paid any cash dividends and do not presently plan to declare or pay cash dividends in the foreseeable future. Consequently, we used an expected dividend yield of zero.

If any of the assumptions used in the Black-Scholes model change significantly, stock-based compensation for future awards may differ materially compared with the awards granted previously.

The following table presents the weighted-average assumptions used to estimate the fair value of options granted during the periods presented:

	Year Ended December 31,			Six Months Ended June 30,	
	2013	2014	2015	2015	2016
Expected term (years)	5.53 - 7.03	5.89 - 6.13	5.09 - 6.15	5.52 - 6.15	5.29 -6.10
Expected volatility	65%	51.7% - 69%	60%	60%	70%
Risk-free interest rate	0.91% - 2.14%	1.63% - 2.06%	1.41% - 1.94%	1.47% - 1.81%	1.28% - 1.86%
Expected dividend yield	—%	—%	—%	—%	—%

Common Stock Valuations

The fair value of the common stock underlying our stock options was determined by our board of directors, which intended that all options granted have an exercise price that is not less than the estimated fair market value of a share of our common stock underlying those options on the date of grant. The valuations of our common stock were determined in accordance with the guidelines outlined in the American Institute of Certified Public Accountants Practice Aid, *Valuation of Privately-Held-Company Equity Securities Issued as Compensation*. The assumptions we used in the valuation model were based on future expectations combined with management judgment. In the absence of a public trading market, our board of directors, with input from management, exercised significant judgment and considered numerous objective and subjective factors to determine the fair market value of our common stock as of the date of each option grant, including the following factors:

- contemporaneous third-party valuations performed at periodic intervals by a valuation firm;
- the prices, rights, preferences and privileges of our preferred stock relative to the common stock;
- the purchases of shares of preferred stock by unaffiliated venture capital firms;
- actual operating and financial performance and forecasts;
- present value of forecasted future cash flows;
- the likelihood of achieving a liquidity event, such as an initial public offering or a sale of our company given prevailing market conditions;
- any adjustment necessary to recognize a lack of marketability for our common stock;
- the market performance of comparable publicly-traded technology companies;
- the U.S. and global capital market conditions;
- our stage of development; and
- industry information such as market size and growth and our competitive position in the market.

We have granted stock options with the following exercise prices since January 1, 2014:

Grant Date	Number of Shares Underlying Awards	Exercise Price Per Share	Common Stock Fair Value Per Share at Grant Date
February 11, 2014	7,829	$ 7.02	$ 7.02
May 8, 2014	38,700	$ 7.02	$ 7.02
July 31, 2014	22,002	$ 7.02	$ 7.02
October 21, 2014	49,661	$ 7.02	$ 7.02
March 5, 2015	138,021	$ 9.37	$ 9.37
April 22, 2015	262,008	$ 9.37	$ 9.37
July 15, 2015	774,630	$ 13.63	$ 13.63
October 19, 2015	15,658	$ 14.09	$ 13.34
January 7, 2016	91,663	$ 14.66	$ 14.20
May 11, 2016	131,923	$ 14.66	$ 14.43
August 4, 2016	18,004	$ 14.66	$ 14.43

Based upon the assumed initial public offering price of $12.00 per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, the aggregate intrinsic value of options outstanding as of June 30, 2016 was $4.8 million, of which $5.0 million related to vested options and $(0.02) million related to unvested options.

Common Stock Valuation Methodology

In valuing our common stock, our board of directors determined the equity value of our business generally using a combination of the income approach and the market approach valuation methods.

The income approach estimates value based on the expectation of future cash flows that a company will generate, such as cash earnings, cost savings, tax deductions and the proceeds from disposition. These future cash flows are discounted to their present values using a discount rate derived based on an analysis of the cost of capital of comparable publicly traded companies in similar lines of business, as of each valuation date, and is adjusted to reflect the risks inherent in our cash flows.

The market approach estimates the fair value of a company by applying market multiples of comparable publicly traded companies in a similar line of business. The market multiples are based on relevant metrics implied by the price that investors have paid for the equity of publicly traded companies. Given our significant focus on investing in and growing our business as well the financial metrics influencing the market values of the publicly traded companies examined, we primarily utilized the revenue multiple when performing valuation assessments under the market approach. When considering which companies to include as our comparable industry peer companies, we focused on U.S.-based publicly traded companies that were broadly comparable to us based on consideration of industry, market and line of business. From the comparable companies, a representative market value multiple was determined and applied to our operating results to estimate the value of our company. The market value multiple was determined based on consideration of multiples of revenue to each of the comparable companies' last 12-month revenue and the forecasted future 12-month revenue. In addition, the market approach considers merger and acquisition transactions involving companies similar to the company's business being valued. Multiples of revenue are calculated for these transactions and then applied to the business being valued, after reduction by an appropriate discount.

Historically, our equity value was determined using a weighted average combination of the income approach and the market approach. Once an equity value was determined, we utilized the option pricing method, or OPM, for all valuations prior to June 30, 2015 and subsequently used a hybrid method to allocate the total value of equity to various shares classes, which is a probability weighted expected return method, or PWERM, that incorporates the use of an OPM.

The OPM treats common stock and convertible preferred stock as call options on a company's enterprise value with exercise prices based on the liquidation preferences of the convertible preferred stock. The OPM prices the call option using the Black-Scholes model. The OPM is used when the range of possible future outcomes is difficult to predict.

The PWERM relies on a forward-looking analysis to predict the possible future value of a company. Under this method, discrete future outcomes, including an initial public offering, or IPO, and non-IPO scenarios, are weighted based on the estimated the probability of each scenario. The PWERM is used when discrete future outcomes can be predicted with reasonable certainty based on a probability distribution.

The hybrid method is generally preferred for a company expecting a liquidity event in the near future but where, due to market or other factors, the form of a liquidity event under one or more scenarios is uncertain. In the application of the hybrid method, we weighted scenarios under which the company would complete its public offering or a sale to allocate the value of equity under a near-term liquidity scenario and the OPM to allocate the value of equity under a long-term liquidity scenario. The equity values relied upon in the different scenarios within PWERM were based on (1) the weighted average indications of the enterprise value using the discounted cash flow method, which is an income approach, and the guideline public company method, which is a market approach, and (2) our expectation of the pre-money valuation that we needed to achieve to consider an IPO as a viable scenario.

Contemporaneous Valuations

To assist our board of directors with the determinations of the exercise price for our stock options and the fair market value of the common stock underlying the options, we obtained third-party valuations of our common stock as of January 31, 2014, January 31, 2015, April 30, 2015, June 30, 2015, August 31, 2015, October 31, 2015, December 31, 2015, February 29, 2016, April 30, 2016 and June 30, 2016. An analysis of our third-party valuations and determinations of the exercise prices and the fair value of the underlying common stock for our stock-based awards granted on or between the respective valuation dates are discussed further below.

February through October 2014 Grants. We obtained an independent third-party valuation of our common stock as of January 31, 2014. This valuation was determined using the OPM method. With respect to the OPM, the enterprise value was determined by using a combination of income and market approaches, each weighted at 50% of the overall valuation. The income approach utilized a five-year cash flow forecast as the primary method for determining our enterprise value and applied a discount rate of 25%. This discount rate was based upon benchmark venture capital studies of required rates of return for investment in companies at similar stages of development, as well as an analysis of weighted-average costs of capital of comparable companies using a capital asset pricing model. The market approach was developed by applying revenue market multiples of comparable companies to our historical and forecasted revenue.

After a consideration of this valuation, our board of directors determined the fair market value of our common stock to be $7.02 per share for each of the grants issued during 2014 and granted stock options with an exercise price of $7.02 per share on each of these dates. This is the same fair value per share we used for financial reporting purposes. In connection with each such determination, our board of directors determined that there were no material changes in our business since January 31, 2014 or in the assumptions upon which the January 31, 2014 valuation was based that affected the fair market value of our common stock.

March and April 2015 Grants. We obtained an independent third-party valuation of our common stock as of January 31, 2015. This valuation was determined using the OPM method. With respect to the OPM, the enterprise value was determined by using a combination of income and market approaches, each weighted at 50% of the overall valuation. The income approach utilized a five-year cash flow forecast as the primary method for determining our enterprise value and applied a discount rate of 20%. This discount rate was based upon benchmark venture capital studies of required rates of return for investment in companies at similar stages of development, as well as an analysis of weighted-average costs of capital of comparable companies using a capital asset pricing model. The market approach was developed by applying revenue market multiples of comparable companies to our historical and forecasted revenue.

After a consideration of this valuation, our board of directors determined the fair market value of our common stock to be $9.37 per share for each of the grants issued in March and April of 2015 and granted stock options with an exercise price of $9.37 per share on each of these dates. This is the same fair value per share we used for financial reporting purposes. In connection with each such determination, our board of directors determined that there were no material changes in our business since January 31, 2015, or in the assumptions upon which the January 31, 2015 valuation was based that affected the fair value of our common stock.

July 2015 Grants. We obtained an independent third-party valuation of our common stock as of June 30, 2015. Given our continued growth and improving operational metrics as well as our plans to pursue an IPO, the valuation as of June 30, 2015 was determined using the hybrid method. This method uses a PWERM that was calculated assuming a 60% probability of an initial public offering within six months, a 20% probability of an initial public offering in one year, a 10% probability of a sale in approximately one year and a 10% probability of our continuing as a private company. For each scenario of the PWERM, a total equity value was determined by using a combination of income and market approaches. Total equity value under the income approach was estimated based on the present value of our future cash flows and a revenue multiple for the terminal value that was determined based upon a guideline public company analysis considering companies of relative size, growth and profitability at that future date. Total equity value under the market approach was estimated based on the application of market multiples to our last-twelve-months and forward-looking revenues, each of which was weighted at 50%. The equity values determined were allocated to the common stock under each PWERM scenario. Finally, the probability weighted indication for the common stock was then discounted for lack of marketability by 15%. For the purposes of the PWERM, we estimated an IPO date of between November 30, 2015 and June 30, 2016 and used a risk adjusted discount rate of 21%.

After a consideration of this valuation, our board of directors determined the fair value of our common stock to be $13.63 per share as of June 30, 2015 and granted stock options with an exercise price of $13.63 per share in July 2015. This is the same fair value per share we used for financial reporting purposes. The increase in the value from the prior valuation principally reflected our business outlook for 2015, an increase in industry multiples and our progress towards an initial public offering.

October 2015 Grants. We obtained an independent third-party valuation of our common stock as of August 31, 2015. Given our continued growth and improving operational metrics as well as our plans to pursue an IPO, the valuation as of August 31, 2015 was determined using the hybrid method. This method uses a PWERM that was calculated assuming a 60% probability of an initial public offering within six months, a 20% probability of an initial public offering within one year, a 10% probability of a sale within one year and a 10% probability of our continuing as a private company. For each scenario of the PWERM, a total equity value was determined by using a combination of income and market approaches. Total equity value under the income approach was estimated based on the present value of our future cash flows and a revenue multiple for the terminal value that was determined based upon a guideline public company analysis considering companies of relative size, growth and profitability at that future date. Total equity value under the market approach was estimated based on the application of market multiples to our last-twelve-months and forward-looking revenues, each of which was weighted at 50%. The equity values determined were allocated to the common stock under each PWERM scenario. Finally, the probability weighted indication for the common stock was then discounted for lack of marketability by 15%. For the purposes of the PWERM, we estimated an IPO date of between November 30, 2015 and June 30, 2016 and used a risk adjusted discount rate of 21%.

This third-party valuation indicated the fair market value of our common stock to be $13.34 per share as of August 31, 2015, with the decrease in value from the prior valuation principally reflecting a decrease in industry multiples, partially offset by our progress towards an IPO. Nevertheless, our board of directors determined the fair value of our common stock to be $14.09 per share as of August 31, 2015 and granted stock options with an exercise price of $14.09 in October 2015.

January 2016 Grants. We obtained an independent third-party valuation of our common stock as of December 31, 2015. Given our continued growth and improving operational metrics as well as our plans to pursue an IPO, the valuation as of December 31, 2015 was determined using the hybrid method. This method

uses a PWERM that was calculated assuming a 80% probability of an initial public offering within one year, a 10% probability of a sale within one year and a 10% probability of our continuing as a private company. For each scenario of the PWERM, a total equity value was determined by using a combination of income and market approaches. Total equity value under the income approach was estimated based on the present value of our future cash flows and a revenue multiple for the terminal value that was determined based upon a guideline public company analysis considering companies of relative size, growth and profitability at that future date. Total equity value under the market approach was estimated based on the application of market multiples to our last-twelve-months and forward-looking revenues. The income approach was weighted at 33% and the market approach was weighted at 67% in order to determine our equity value. The equity values determined were allocated to the common stock under each PWERM scenario. Finally, the probability weighted indication for the common stock was then discounted for lack of marketability by 15%. For the purposes of the PWERM, we estimated an IPO date of between March 31, 2016 and July 31, 2016 and used a risk adjusted discount rate of 20%.

This third-party valuation indicated the fair market value of our common stock to be $14.20 per share as of December 31, 2015. Nevertheless, our board of directors determined the fair market value of our common stock to be $14.66 per share as of December 31, 2015 and granted stock options with an exercise price of $14.66 in January 2016.

May 2016 Grants. We obtained an independent third-party valuation of our common stock as of April 30, 2016. Given our continued growth and improving operational metrics as well as our plans to pursue an IPO, the valuation as of April 30, 2016 was determined using the hybrid method. This method uses a PWERM that was calculated assuming a 80% probability of an initial public offering within one year, a 10% probability of a sale within one year and a 10% probability of our continuing as a private company. For each scenario of the PWERM, a total equity value was determined by using a combination of income and market approaches. Total equity value under the income approach was estimated based on the present value of our future cash flows and a revenue multiple for the terminal value that was determined based upon a guideline public company analysis considering companies of relative size, growth and profitability at that future date. Total equity value under the market approach was estimated based on the application of market multiples to our last-twelve-months and forward-looking revenues. The income approach was weighted at 33% and the market approach was weighted at 67% in order to determine our equity value. The equity values determined were allocated to the common stock under each PWERM scenario. Finally, the probability weighted indication for the common stock was then discounted for lack of marketability by 15%. For the purposes of the PWERM, we estimated an IPO date of between August 31, 2016 and December 15, 2016 and used a risk adjusted discount rate of 20%.

This third-party valuation indicated the fair market value of our common stock to be $14.43 per share as of April 30, 2016. Nevertheless, our board of directors determined the fair market value of our common stock to be $14.66 per share as of April 30, 2016 and granted stock options with an exercise price of $14.66 in May 2016.

August 2016 Grants. We obtained an independent third-party valuation of our common stock as of June 30, 2016. Given our continued growth and improving operational metrics as well as our plans to pursue an IPO, the valuation as of June 30, 2016 was determined using the hybrid method. This method uses a PWERM that was calculated assuming a 80% probability of an initial public offering within one year, a 10% probability of a sale within one year and a 10% probability of our continuing as a private company. For each scenario of the PWERM, a total equity value was determined by using a combination of income and market approaches. Total equity value under the income approach was estimated based on the present value of our future cash flows and a revenue multiple for the terminal value that was determined based upon a guideline public company analysis considering companies of relative size, growth and profitability at that future date. Total equity value under the market approach was estimated based on the application of market multiples to our last-twelve-months and forward-looking revenues. The income approach was weighted at 33% and the market approach was weighted at 67% in order to determine our equity value. The equity values determined were allocated to the common stock under each PWERM scenario. Finally, the probability weighted indication for the common stock was then discounted for lack of marketability by 15%. For the purposes of the PWERM, we estimated an IPO date of between September 30, 2016 and December 15, 2016 and used a risk adjusted discount rate of 20%.

This third-party valuation indicated the fair market value of our common stock to be $14.43 per share as of June 30, 2016. Nevertheless, our board of directors determined the fair market value of our common stock to be $14.66 per share as of June 30, 2016 and granted stock options with an exercise price of $14.66 in August 2016.

Following the closing of this offering, the fair value of our common stock will be determined based on the closing price of our common stock on the NASDAQ Global Market.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board issued Accounting Standards Update, or ASU, 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which supersedes the revenue recognition in Accounting Standards Codification 605, *Revenue Recognition*. Under this guidance, revenue is recognized when promised goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. The updated standard will replace all existing revenue recognition guidance under GAAP when it becomes effective and permits the use of either the retrospective or cumulative effect transition method. This ASU is effective for annual periods beginning after December 15, 2017 and shall be applied either retrospectively to each period presented or as a cumulative-effect adjustment as of the date of adoption. Early adoption for annual period beginning after December 15, 2016 would be permitted. We are evaluating the potential impact of this adoption on our consolidated financial statements.

In August 2014, the FASB issued ASU 2014-15, *Disclosure of Uncertainties About an Entity's Ability to Continue as a Going Concern*. This standard update provides guidance around management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosures. The new guidance is effective for all annual and interim periods ending after December 15, 2016. The adoption of this guidance is not expected to have a material impact on our financial statements.

In April 2015, the FASB issued ASU 2015-03, *Interest—Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs*. ASU 2015-03 provides accounting guidance regarding financial statement presentation of debt issuance costs related to a recognized debt liability. The guidance states that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of the debt liability, consistent with that of debt discounts. Given the absence of authoritative guidance within ASU 2015-03 for debt issuance costs related to line-of-credit arrangements, the SEC staff would not object to an entity deferring and presenting debt issuance costs as an asset and subsequently amortizing the deferred debt issuance costs ratably over the term of the line-of-credit arrangement, regardless of whether there are any outstanding borrowings on the line-of-credit arrangement. This ASU is effective for annual periods and interim periods within those annual periods, beginning after December 15, 2015. Early adoption is permitted, but only for financial statements which have not been previously issued. An entity should apply this guidance on a retrospective basis wherein the balance sheet of each individual period be adjusted to reflect the period-specific effect of the new guidance. Upon transition, an entity is required to comply with the appropriate disclosures associated with a change in accounting principle. We have adopted this standard as of January 1, 2016 with retroactive application. Adoption of ASU 2015-03 resulted in a decrease in pre-paid expense of $48,000 and a decrease in our line of credit and term loan debt of $48,000 as of December 31, 2015 on our consolidated balance sheet.

In November 2015, the FASB issued ASU 2015-17, *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes*. This standard amends the accounting for income taxes and requires all deferred tax assets and liabilities to be classified as non-current on the balance sheet. The new standard is effective for reporting periods beginning after December 15, 2016, with early adoption permitted. The standard may be adopted either prospectively or retrospectively. We elected to adopt the accounting standard retrospectively in 2015.

In February 2016, the FASB issued ASU 2016-02: *Leases (Topic 842)*. The amendments in this update require lessees, among other things, to recognize lease assets and lease liabilities on the balance sheet for those leases classified as operating leases under previous authoritative guidance. This update also introduces new disclosure

requirements for leasing arrangements. ASU 2016-02 will be effective in fiscal year 2019, but early application is permitted. We are evaluating the potential impact of this update on our consolidated financial statements.

Qualitative and Quantitative Disclosures about Market Risk

Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily the result of fluctuations in interest rates and foreign exchange rates as well as, to a lesser extent, inflation.

Interest Rate Risk

We are exposed to interest rate risk in the ordinary course of our business. Our cash includes cash in readily available checking and money market accounts and marketable securities. These securities are not dependent on interest rate fluctuations that may cause the principal amount of these assets to fluctuate. Additionally, the interest rate on our notes payable loans are fixed and not subject to changes in market interest rates.

We had cash of $8.6 million as of December 31, 2015, which consists entirely of bank deposits. To date, fluctuations in interest income have not been significant. We also had total outstanding debt subject to interest rate risk of $15.0 million as of December 31, 2015, which is due within four years. Amounts outstanding under our credit facility carry a variable interest rate of the prime rate, but in no event less than 3.25%, plus 0.75%. Amounts outstanding under our growth capital term loan carry a variable interest rate of the prime rate, but in no event less than 3.25%, plus 1.75%. As of December 31, 2015, the applicable prime rate was 3.50%. We monitor our cost of borrowing under our credit facility, taking into account our funding requirements, and our expectation for short-term rates in the future.

We do not enter into investments for trading or speculative purposes and have not used any derivative financial instruments to manage our interest rate risk exposure. Although our credit facility and term loan have variable interest rates, a hypothetical 10% change in interest rates during any of the periods presented would not have had a material impact on our financial statements.

Foreign Currency Exchange Risk

We have foreign currency risks related to our revenue and operating expenses denominated in currencies other than our functional currency, the U.S. dollar, principally British pounds. Movements in foreign currencies in which we transact business could significantly affect future net earnings. For example, if the average value of the British pound had been 10% higher relative to the U.S. dollar during 2015, our operating expenses would have increased by $0.4 million and if the average value of the British pound had been 10% higher relative to the U.S. dollar during 2014, our operating expenses would have increased by $0.2 million. To date, we have not engaged in any hedging strategies. As our international operations grow, we will continue to reassess our approach to manage our risk relating to fluctuations in foreign currency rate.

Inflation Risk

We do not believe that inflation has had a material effect on our business, financial condition or results of operations. If our costs were to become subject to significant inflationary pressures, we may not be able to fully offset such higher costs through price increases. Our inability or failure to do so could harm our business, financial condition and results of operations.

JOBS Act Transition Period

In April 2012, the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, was enacted. Section 107 of the JOBS Act provides that an “emerging growth company” can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. Thus, an emerging growth company can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have irrevocably elected not to avail ourselves of this extended transition period and, as a result, we will adopt new or revised accounting standards on the relevant dates on which adoption of such standards is required for other public companies.

We are in the process of evaluating the benefits of relying on other exemptions and reduced reporting requirements under the JOBS Act. Subject to certain conditions, as an emerging growth company, we may rely on certain of these exemptions, including without limitation, (i) providing an auditor's attestation report on our system of internal controls over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act and (ii) complying with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements, known as the auditor discussion and analysis. We will remain an emerging growth company until the earlier to occur of (1) the last day of the fiscal year (a) following the fifth anniversary of the completion of this offering, (b) in which we have total annual gross revenues of at least $1.0 billion or (c) in which we are deemed to be a "large accelerated filer" under the rules of the U.S. Securities and Exchange Commission, which means the market value of our common stock that is held by non-affiliates exceeds $700 million as of the prior June 30th, and (2) the date on which we have issued more than $1.0 billion in non-convertible debt during the prior three-year period.

BUSINESS

Overview

We are a global software company that provides critical communications and enterprise safety applications that enable customers to automate and accelerate the process of keeping people safe and businesses running during critical events. During public safety threats such as active shooter situations, terrorist attacks or severe weather conditions, as well as critical business events such as IT outages or cyber incidents, our SaaS-based platform enables our customers to quickly and reliably aggregate and assess threat data, locate people at risk and responders able to assist, and automate the execution of pre-defined communications processes. Our customers use our platform to deliver intelligent, contextual messages to, and receive verification of delivery from, hundreds or millions of recipients, across multiple communications modalities such as voice, SMS and e-mail. Our applications enable the delivery of messages in near real-time to more than 100 different communication devices, in over 200 countries and territories, in 15 languages and dialects – all simultaneously. We delivered 1.1 billion communications in 2015. We automate the process of sending contextual notifications to multiple constituencies and receiving return information on a person's or operations' status so that organizations can act quickly and precisely. Our critical communications and enterprise safety applications include Mass Notification, Incident Management, IT Alerting, Safety Connection, Community Engagement, Secure Messaging and Internet of Things, and are easy-to-use and deploy, secure, highly scalable and reliable. We believe that our broad suite of integrated, enterprise applications delivered via a single global platform is a significant competitive advantage in the market for critical communications and enterprise safety solutions, which we refer to generally as critical communications.

In critical situations, the speed at which information is transmitted and accessed is essential. For example, United States Department of Homeland Security research indicates that the average duration of an active shooter event at a school is approximately 12.5 minutes, while the average police response time to such events is 18 minutes. Accordingly, organizations must be able to rapidly deliver messages that are tailored to multiple, specific audiences, in precise locations and must be assured of delivery. Further, the proliferation of mobile and digital communications has resulted in individuals spending less time in a fixed office location, with International Data Corporation estimating that by 2020 mobile workers will account for 72% of the total United States workforce, and this trend has simultaneously increased the number of pathways through which people receive information. These developments have made it imperative that critical communications be delivered to social media, outdoor signage and personal computers, as well as via voice, SMS and email. Moreover, organizations require the ability to leverage all of these pathways, individually or in sequence, to reach people in situations where a certain means of communication may be inoperative or individuals are not responsive to a single pathway. During public safety threats and critical business events, the ability to gather, organize and analyze data, and to enable secure, scalable, reliable and automated communications to people can be essential to saving lives and protecting assets. Further, the ability to rapidly organize a response with automated communications can also result in significant economic savings, as each minute of unplanned downtime costs organizations an average of approximately $5,600, according to Gartner, Inc.

The severity, complexity and frequency of these critical events, their implications for business performance and personal safety, and regulatory and compliance challenges are increasing. The need for active shooter preparedness and public safety protection from terrorist attacks, as well as notifications about IT outages, cyber incidents, severe weather conditions, missing persons, failing equipment and other urgent events, drive the need for a secure, scalable and reliable notification system that can be operated quickly and easily. In addition, there has been a rapid proliferation of connected devices and networked physical objects – the Internet of Things, or IoT – that have the capability to communicate information about status and environment and generate data that enables individuals and enterprises to take appropriate action. These dynamics have led to a growing need for enterprise critical communications solutions that can deliver comprehensive yet targeted and contextually relevant content that facilitates the desired outcomes in critical situations and overcomes the information overload that individuals face. We estimate, based on data from Frost & Sullivan, presented in an independent

study commissioned by us, and data from Markets and Markets, that the market for critical communications solutions represented a $15.6 billion worldwide opportunity in 2015 and is expected to grow to $31.9 billion in 2020.

Following the tragic events of 9/11, Everbridge was founded with a vision of helping people communicate effectively in critical situations. Our SaaS-based critical communications platform is built on a secure, scalable and reliable infrastructure with multiple layers of redundancy to enable the rapid delivery of critical communications, with near real-time verification, over numerous devices and contact paths. Our Mass Notification application is our most established application and enables enterprises and governmental entities to aggregate and assess threat data, locate people based on their dynamic location and send and receive two-way, contextually aware notifications to individuals or groups to keep them informed before, during and after natural or man-made disasters and other emergencies. For example, during Hurricane Sandy, our Mass Notification application was used along the U.S. East Coast to deliver more than eight million communications. By automating the delivery of these types of critical communications, we enable customers to increase the speed and accuracy of their response and reduce associated costs. Importantly, given the pressure and anxiety most people experience in critical situations, our Mass Notification application provides a simple user interface and automated workflows for ease of use. The expertise that we garnered developing our Mass Notification application and our customers' reliance on our solutions led us to leverage our platform to deploy solutions for additional critical communications use cases. In turn, we have developed a full suite of enterprise-scale applications that enable our customers to inform and organize people during critical situations, whether a broad audience or a targeted subset of individuals, globally or locally, and accounting for cultural, linguistic, regulatory and technological differences. As all of our applications leverage our critical communications platform, customers can use a single contacts database, rules engine of algorithms and hierarchies and user interface to accomplish multiple objectives. Our applications are easy-to-use, quickly deployable and require limited implementation services and no development resources.

The following situations reflect examples of how our applications aggregate and assess data and enable and optimize critical communications processes:

- When an active shooter situation or terrorist attack occurs, organizations can quickly identify employees in the affected area, including employees not at their usual business location, in order to confirm that they are safe and provide tailored instructions. For example, shelter-in-place instructions may be provided to people in an impacted building while evacuation instructions are provided to those in an adjacent building. At the same time, first responders and hospitals can use multiple modes of alerting to mobilize resources and call in staff to provide emergency care.

- When a hurricane is imminent, local emergency management departments can alert affected communities with relevant safety and evacuation instructions while organizations can notify employees of office closures and provide safety instructions.

- When IT systems fail, IT administrators can shorten the time required to alert cross-department responders, use scheduling information to determine availability and quickly assemble appropriate personnel on a conference bridge, thereby reducing the costs incurred from downtime.

- When a patient is suspected of having a stroke, an on-call specialist can provide a patient assessment via video communications during the ambulance trip and the emergency room can be readied for an immediate stroke treatment, accelerating critical time to treatment.

- When a cyber incident shuts down an IT network, management can alert employees of the network shutdown via a secure, alternate communication path.

- When a power line is down, utility workers can utilize pre-configured incident management templates to alert affected customers and responders and provide service updates.

- When engine readings in critical equipment detect a malfunction, technicians with the appropriate skills can be automatically alerted and quickly deployed to minimize downtime and avoid revenue loss or service interruption.
- When readings from an implanted medical device are abnormal, that information can be automatically routed to the individual's healthcare provider to enable timely medical care.
- When a young child goes missing, local officials can send alerts to and receive tips from their communities to aid in locating and returning the child.
- When a financial services firm experiences disruptions in service, clients can be promptly notified and audit confirmations can be provided to document delivery.

Our customer base has grown from 867 customers at the end of 2011 to more than 3,000 customers as of July 31, 2016. As of July 31, 2016, our customers were based in 25 countries and included eight of the 10 largest U.S. cities, eight of the 10 largest U.S.-based investment banks, 24 of the 25 busiest North American airports, six of the 10 largest global consulting firms, six of the 10 largest global auto makers, all four of the largest global accounting firms, four of the 10 largest U.S.-based health care providers and four of the 10 largest U.S.-based health insurers. We provide products and services to customers of varying sizes, including enterprises, small businesses, non-profit organizations, educational institutions and government agencies. Our customers span a wide variety of industries including technology, energy, financial services, healthcare and life sciences, manufacturing, media and entertainment, retail, higher education and professional services.

We derive substantially all of our revenue from subscriptions to our critical communications applications, which represented 96%, 97% and 97% of our total revenue in 2013, 2014 and 2015, respectively. Historically, we derived more than 88% of our revenue in each of the last three fiscal years and the six months ended June 30, 2015 and 2016 from sales of our Mass Notification application. Our pricing model is based on the number of applications subscribed to and, per application, the number of people, locations and things connected to our platform, as well as the volume of communications. We also offer premium services including data feeds for social media, threat intelligence and weather. We generate additional revenue by expanding the number of applications, number of contacts and number of devices that our customers purchase over time.

We generated revenue of $23.4 million in 2012, $30.0 million in 2013, $42.4 million in 2014 and $58.7 million in 2015, representing year-over-year increases of 29% in 2013, 41% in 2014 and 38% in 2015. We generated revenue of $27.3 million and $35.6 million in the six months ended June 30, 2015 and 2016, respectively, representing a period-over-period increase of 30%. We had net losses of $5.1 million, $0.9 million, $0.6 million and $10.8 million in 2012, 2013, 2014 and 2015, respectively. We had net losses of $3.2 million and $6.0 million for the six months ended June 30, 2015 and 2016, respectively. Our adjusted EBITDA, which is a measure that is not calculated and presented in accordance with generally accepted accounting principles in the United States, or GAAP, decreased from $2.2 million to $(3.4) million from 2013 to 2015 and was $(0.3) million and $(0.7) million for the six months ended June 30, 2015 and 2016, respectively. See note 2 to the table contained in "Summary Consolidated Financial and Other Data—Other Metrics" for a reconciliation of adjusted EBITDA to net loss, the most directly comparable financial measure calculated and presented in accordance with GAAP.

Industry Background

Over the past two decades, methods to assess critical events and to automate and accelerate the process of using critical communications have evolved rapidly, in tandem with advances in technology, to include system-generated voice calls, text messages, emails, social media and outdoor digital signage. In critical situations, the speed at which information is transmitted and accessed is essential.

Key Trends Driving a Fundamental Shift in Communications

Governmental entities and enterprises face increasing threats to the safety of their geographically disparate and constantly mobile residents and employees. According to the Global Terrorism Database, the number of global

fatalities and injuries from terrorist acts has increased 400% from 2005 to 2015, and in recent months the world has witnessed devastating attacks in Paris, Brussels, Nice, San Bernardino, Istanbul and other global cities. According to estimates by the Institute for Economics and Peace, the economic cost of terrorism reached $52.9 billion in 2014. In addition, according to the Third National Climate Assessment prepared by the U.S. Global Change Research Program, the United States has been experiencing severe weather events above long-term averages, with, for example, the number of heat waves in 2011 and 2012 at nearly triple the long-term average. Similarly, a PricewaterhouseCoopers study found that the number of cyber security incidents across all industries rose by 38% in 2015 versus the prior year and Lloyd's estimates that cyber attacks cost businesses as much $400 billion annually. Taken together, global reinsurer Swiss Reinsurance Company Ltd. found that the cost of disaster events, including man-made and severe weather incidents, reached $85 billion worldwide in 2015.

At the same time, key business and technology trends continue to shift both the fundamental way that organizations communicate with relevant stakeholders and how individuals regularly consume information. People increasingly consume most of their information through mobile devices and applications as well as through social media and other digital channels. Increasingly, less information is shared using traditional "analog" communication methods, such as printed media, television and landline telephones. The proliferation of mobile and digital communications, as well as the emergence of the IoT, has accelerated the speed at which people communicate, exponentially increasing the volume of communications that individuals must process. As a result of these dynamics, it has become imperative that communications be appropriately contextualized, meaningful and actionable.

In light of these trends, communications have become one of the most important areas of technology investment. In a 2015 report, Gartner, Inc. estimates that $1.5 trillion, or 42.5%, of information technology, or IT, expenditure was for communications in 2015. Organizations are reaping the benefits of digital communications to more easily and relevantly interact with their target constituents including customers, partners, employees, residents and other key stakeholders. Likewise, as IT innovation continues to shift to on-demand models, organizations have increasingly migrated from on-premises software to cloud-based solutions in order to improve agility and efficiency when seeking to communicate with their global, mobile, distributed stakeholders.

In order to connect people across disparate communication modalities in diverse locations, organizations are increasingly investing in technologies that unify different analog and digital real-time and non-real-time communications. The integration of real-time enterprise communication services such as instant messaging and voice and video conferencing with non-real-time communication services such as voicemail, facsimile and e-mail can provide a consistent and unified user experience across multiple devices and media types.

During public safety threats and critical business events, the ability to communicate life-saving or damage-mitigating information is crucial. Speed, security, scalability and reliability of communications is essential. The severity, complexity and frequency of these critical events, their implications for personal safety or business performance and rising regulatory and compliance challenges are driving demand for critical communications solutions, which we estimate, based on data from Frost & Sullivan, presented in an independent study commissioned by us, and data from Markets and Markets, represented a $15.6 billion worldwide market opportunity in 2015.

Evolution of Critical Communications Solutions

Traditional solutions for critical communications have not kept pace with the increasingly digital world, the evolving threat landscape and the opportunity to leverage technological innovation to more effectively communicate with people. These solutions are often developed in-house or are not truly enterprise in scale and reliability, leaving many organizations to use analog, manual, one-way and people-based modalities to communicate with relevant stakeholders. These solutions lack the scale to reliably address the breadth of the different critical challenges that organizations increasingly face, the sophistication required to address evolving needs with aggregated data and analysis for threat assessment, automated workflows and the ability to rapidly deliver messages that are tailored to multiple, specific audiences, in precise locations, using a variety of different communication modalities.

Organizations today require a solution that is engineered for modern critical communications. While traditional mass notification solutions are designed to support infrequent one-way messages, new targeted and contextually relevant critical communications systems must be deployed to deliver interactive support for a far broader range of incidents, both operational and emergency-oriented in nature. Global threats have increased in complexity—from the failure of data centers to more sophisticated cyber incidents and terrorist threats. At the same time, more routine, everyday situations such as those involving IT operations, incident response teams or colleagues that need to converse securely also require a solution that can quickly and contextually reach anyone on any device, anywhere, at any time. As a result of these dynamics, it has become imperative that communications be appropriately contextualized, meaningful and actionable in order to overcome the profound information overload and enable the desired outcome in critical situations to be achieved.

Requirements of Effective Critical Communications Solutions

In order to deliver effective critical communications solutions, several requirements must be met:

- ***Comprehensive Solution.*** Organizations require an enterprise-scale, comprehensive solution that can provide them with aggregated data and automated workflows and deliver intelligent, contextual messages across multiple communications modalities – all operated from desktop or mobile devices to address their diverse critical communications needs. Traditional providers largely offer point-based products to address a single customer communication challenge, rather than a unified platform with applications that address a wide range of inter-connected critical communications requirements including enabling delivery to a wide variety of device types and geographic locations.

- ***Scalability and Speed.*** Organizations require a solution that is agile and flexible enough to reach individuals at both high volume/low frequency intervals, such as emergency mass notification situations, and low volume/high frequency intervals, such as for IT alerting and secure messaging. Critical communications must be capable of delivering tens of millions of communications in near real-time and be architected with redundant delivery pathways to maximize verification and confirmation of receipt of these communications. Traditional products often deliver only one-way “blast” messages and fail to provide reliable infrastructure to support the rapid delivery of communications at the appropriate volume, on any device, to any location around the globe.

- ***Enterprise-Grade Reliability***. Given the inherent nature of critical communications, organizations require a solution that is robust, resilient and highly redundant, with a high level of assured uptime and a low degree of fault tolerance. Organizations expect multiple layers of redundancy and a horizontal scaling model across infrastructure to deliver high availability and performance as well as redundant downstream communications providers to enable services to remain uninterrupted even if a particular provider encounters technical difficulties.

- ***Situational Assessment***. Organizations require ready access to information from weather feeds, threat sources and IT monitoring systems, as well as the ability to incorporate trends from social media and feedback from their personnel in the field, in order to assess critical events and impacted areas.

- ***Dynamic Location Capability***. With today’s mobile workforce, organizations need to be able to notify and organize people based on where they actually are, not just based on their static office or home location.

- ***Security and Regulatory Compliance***. Organizations require a solution that is architected to ensure secure communications given the significance of the content being distributed and the regulatory requirements that apply to the sensitive data being transmitted. These rigorous security and compliance requirements apply to financial services firms, healthcare institutions, the U.S. federal government and other regulated industries, including facilitating compliance with FINRA and HIPAA standards and the privacy and data protection laws and requirements of states and foreign jurisdictions, including, those of the European Union.

- ***Intelligent Communication and Contextual Personalization.*** Organizations require sophisticated, intelligent technology that can tailor both the content of communications and the modalities through which they are delivered based on differing individual preferences and roles and responsibilities within the organization. For example, rather than a one-way "blast" message streamed to the masses, technology should enable communications to be tailored to the intended recipient, through any communication modality, to any geography, with contextualized and personalized content relevant to the specific critical situation. Traditional products also do not typically incorporate business rules, workflows and logic to enable contextual and effective communications. These products also generally lack the ability to effectively verify and confirm delivery and receipt of critical communications, failing to enable collaboration during a critical event to ensure that the desired action is successfully taken.

- ***Ease-of-Use***. Given the need for speed and the pressure and anxiety most people experience in critical situations, organizations require a solution that is simple and easy-to-use, particularly when lives and property are at risk. For emergencies, simple user interfaces, automated best practice workflows and ease of use are essential. For operational incidents, applications to meet compliance, security and workflow demands of IT departments and other response teams are critical.

- ***Real-Time and After-Event Reporting and Analytics***. Critical communications by their very definition are of significance to people and businesses and therefore require the highest level of insight and preparation. To ensure that organizations can deliver appropriate communications during critical events, a solution should provide detailed, timely and compliant reporting and analytics to optimize the overall communication process. These solutions should also provide a historical record of past communication events for users who have compliance and regulatory reporting needs. In addition, organizations typically have differentiated reporting requirements based on use cases and management preferences. Critical communications solutions must enable users to easily create and manage many different custom reports throughout the critical communications lifecycle.

- ***Global Reach and Local Expertise.*** Global communications require a "local" approach to deal with the complexity of varying cultural preferences, languages and device types, as well as technical and regulatory requirements. With increasingly global workforces, customers demand solutions that can seamlessly overcome geographic boundaries.

Our Market Opportunity

There is a significant demand for critical communications solutions that meet the above requirements. We estimate, based on data from Frost & Sullivan, presented in an independent study commissioned by us, and data from Markets and Markets, that the market for critical communications solutions represented a $15.6 billion worldwide opportunity in 2015. This consists of an estimated addressable market of $6.3 billion in North America and $9.3 billion outside of North America. As the adoption of targeted and contextually aware critical communications solutions continues to expand and take hold across a broader cross-section of organizations and industry verticals, we estimate, based on data from Frost & Sullivan, presented in an independent study commissioned by us, and data from Markets and Markets, that our addressable market will grow at a compound annual growth rate of 15.4% to $31.9 billion in 2020.

More specifically, Markets and Markets estimates that the aggregate market for mass notification software and services was $1.7 billion in 2015 and is projected to grow at a compound annual growth rate of 20.9% to $4.4 billion in 2020. Within the market for mass notification software and services, Markets and Markets estimates that the distributed recipient solutions segment was $713 million in 2015, and is projected to grow at a compound annual growth rate of 24.8% to $2.6 billion in 2021. Further, Frost & Sullivan estimates that: (1) the market for IT service alerting was $183 million in 2015 and is projected to grow at a compound annual growth rate of 32.7% to $753 million in 2020; (2) the market for telemedicine was $374 million in 2015 and is projected to grow at a compound annual growth rate of 15.0% to $752 million in 2020; (3) the market for secure mobile messaging was $325 million in 2015 and is projected to grow at a compound annual growth rate of 16.4% to $694 million in 2020; (4) the market for community engagement was $122 million in 2015 and is projected to grow at a

compound annual growth rate of 33.4% to $516 million in 2020; and (5) the market for internet of things was $3.3 billion in 2015 and is projected to grow at a compound annual growth rate of 24.6% to $9.9 billion in 2020. Finally, Markets and Markets estimates that the market for safety and security and physical security and information management was $ 9.6 billion in 2015, and is projected to grow at a compound annual growth rate of 8.9% to $14.8 billion in 2020.

Key Benefits of Our Solutions and Competitive Strengths

Everbridge was founded with a vision to help organizations communicate quickly and reliably to deliver the right message to the right people, on the right device, in the right location, at the right time during public safety threats and critical business events. Our critical communications platform enables enterprises and governmental entities to communicate quickly and securely with key stakeholders during critical situations through a variety of applications. Key benefits of our solutions and competitive strengths include the following:

- ***Comprehensive, Enterprise-Scale Platform.*** The core of our solutions is our SaaS-based critical communications platform, which provides multiple layers of redundancy to assure uptime and delivery of communications regardless of volume or throughput requirements. The platform is secure, scalable and reliable, enabling the delivery and verification of tens of millions of different communications virtually anywhere, in any volume, in near real-time. In 2015, we delivered 1.1 billion communications, or over 30 communications per second, through our globally distributed data centers, up from 251 million communications delivered in 2014, 95 million communications delivered in 2013 and 60 million communications delivered in 2012. We leverage robust, automated rules, workflows, geo-targeting, and algorithms to optimize communication delivery. In addition, we leverage third-party and proprietary data feeds such as police and weather reports to provide organizations with critical and pertinent situational information. Once implemented, our platform provides an environment that makes it easy for enterprises and governmental entities to standardize their critical communications. This standardization enables them to reduce costs and increase the efficiency of multiple critical communications processes.

- ***Out-of-the-Box, Scalable and Mobile Applications.*** Our SaaS-based applications are out-of-the box, enterprise-ready and can be utilized without customer development, testing or ongoing maintenance. Regardless of a customer or prospect's size or needs, our applications are built to scale to its largest and most complex critical communication requirements. Our applications are accessible through a single login and leverage our secure, reliable and resilient platform with a common and intuitive user interface. Our applications are also built for mobile use, delivering key application functionality through common wireless devices, untethering our customers from the desktop. Our SaaS-based platform is updated on a regular basis with new features and functions, with minimal impact to our customers, enabling them to easily take advantage of new capabilities.

- ***Aggregated Threat Data and Analysis***. Our software gathers and analyzes information from weather data feeds, public safety and threat data feeds, social media, IT ticketing systems and monitoring systems, as well as inputs and feedback from two-way and polling messages. Data can be geo-mapped and threat and incident data can be used to automatically trigger simple or complex workflows that are tied to standard operating procedures or run-books.

- ***Contextual Communications.*** We enable intelligence and personalization in the critical communications process by delivering contextual communications. Our customers can deliver and escalate critical communications broadly to a mass population or to a targeted subset of individuals based on geographic location, skill level, role and communication modality preferences for rich, two-way collaboration. For example, after Hurricane Sandy, one of our customers used the polling capability of our Mass Notification application to establish transportation options, as well as to communicate with and organize its affected workforce, in order to help thousands of its employees determine whether to return to work or work remotely. Communications can be initiated through an automated process combining rules and situational intelligence or through a manual process directed by an end user, each with a rich critical communications output.

- ***Dynamic Location Awareness***. Our platform can provide organizations with the ability to send and receive notifications based on the last known locations of people, not just based on a static office or home address. Our platform integrates with a variety of sources of location information, including building access control systems and corporate network access solutions. This location-specific approach enables organizations to quickly determine which individuals may be affected by a public safety threat or able to respond to a critical business event, and to provide targeted and relevant instructions and two-way communications.

- ***Large, Dynamic and Rich Communications Data Asset***. As of July 31, 2016, our data asset consists of our contacts databases that manage approximately 100 million contact profiles and connections from more than 3,000 customers based in 25 countries. Our contacts databases, which we refer to as contact stores, are initially created through an upload of contacts from the customer and automatically updated with the most current contact information provided by the customer or by individuals who opt-in to receive notification from our Community Engagement application. This eliminates the need for time consuming manual updates and reduces the likelihood of missing or out-of-date information. Contact profiles are also simultaneously enriched by geographic, situational and other real-time data. Our contact stores are repositories for all contact details, attributes and business rules and preferences, such as a person's last-known location, language spoken, special needs, technical certifications and on-call status.

- ***Robust Security, Industry Certification and Compliance***. Our platform is built on a secure and resilient infrastructure with multiple layers of redundancy. Many of our enterprise applications are designed to meet rigorous security and compliance requirements for financial services firms, healthcare institutions, the U.S. federal government and other regulated industries, including facilitating compliance with standards imposed by FINRA and HIPAA. Our solutions received designation under the Support Anti- terrorism by Fostering Effective Technology Act of 2002, or SAFETY ACT, and certification by U.S. Department of Homeland Security, or DHS, that places us on the approved product list for homeland security. Our solutions are also accredited under the Federal Information Security Management Act of 2002, or FISMA, and we are in the process of seeking accreditation under the Federal Risk and Authorization Management Program, or FedRAMP, which we expect to receive during 2017. Further, we maintain multiple local contact stores across North America and Europe to ensure that we meet local data privacy requirements, such as the data protection laws implemented by the European Union Member States under Directive 95/46 EC, and we seek to follow and comply with guidelines and rules established by local or national telecommunications regulatory bodies, such as the Telecom Regulatory Authority of India, or TRAI. In addition, we work directly with multiple telecommunications providers to ensure we meet local messaging requirements, which also vary by country.

- ***Automated Workflows***. Our platform automates the workflows required to complete a critical notification, including establishing the individuals within an organization authorized to send messages, the groups of stakeholders to whom messages will be sent and the content of messages to be sent to different groups of relevant stakeholders, in each case based on incident type. We believe that this automation reduces the amount of time required to send critical notification as well as the associated cost. Our platform also enables customers to automatically establish procedures for improving the success of communication efforts. For example, if a voice message does not receive a live response, our platform can be programmed to automatically send a text or e-mail message to the intended recipient. Likewise, in the context of an IT outage, if the first individual contacted does not respond in a prescribed period of time, our platform can be programmed to automatically contact a second individual with a similar skill set.

- ***Globally Local.*** Our platform is designed to be utilized globally while accounting for local cultural, linguistic, regulatory and technological differences. We have relationships with suppliers and carriers in multiple countries to ensure delivery in compliance with local, technical and regulatory requirements. We have localized our user interface in 15 languages and dialects that are spoken by more than 60% of

the world's population. We deliver communications to more than 200 countries and territories and work with multiple SMS providers to identify and overcome regulatory hurdles. We deploy and actively manage an optimal mix of redundant message-based communication paths to ensure high delivery and response rates for text-based communications. Where applicable, we follow and comply with guidelines and rules established by local or national telecommunications regulatory bodies, which affords us a competitive differentiation.

- ***Next-Generation, Open Architecture.*** We developed our platform to easily integrate our applications with other systems. Our solutions provide open APIs and configurable integrations, enabling our platform to work with our customers' and partners' pre-existing processes and solutions, increasing the business value we deliver. This allows customers' to integrate third-party applications to configure solutions that best leverage our enterprise critical communications platform. As technology continues to evolve, our open next-generation platform allows us to rapidly integrate new innovations, such as IoT connected devices, and remain critical to our customers' ongoing and future needs.

- ***Actionable Reporting and Analytics***. Our platform provides real-time dashboards, advanced map-based visualization, and ad-hoc reporting across notifications, incidents and contacts. This information is easily accessed for required after-event reviews, continuous communication process improvements and regulatory compliance. Our platform also provides longer term historical information on past communication events for users who have compliance and regulatory reporting needs.

Our Growth Strategy

We intend to drive growth in our business by building on our position as a global provider of critical communications and enterprise safety applications. Key elements of our growth strategy include:

- ***Accelerate Our Acquisition of New Customers***. We believe that we are in the early stages of penetration of the large and growing market for targeted and contextually relevant critical communications. We intend to capitalize on our growing portfolio of applications and the technological advantages of our critical communications platform to continue to attract new customers. In parallel, we plan to attract new customers by investing in sales and marketing and expanding our channel partner relationships.

- ***Further Penetrate Our Existing Customers***. With revenue retention rates of over 110% for each of the last three years, we believe that there is a significant opportunity within our existing customer base to expand their use of our platform, both by selling new applications and features to our existing customers new applications and features and selling to additional departments in their organizations. Our pricing model is based on the number of applications subscribed to and, per application, the number of people, locations and things connected to our platform as well as volume of communications, which allows us to capture more spend as our customers grow. While our platform currently includes seven different critical communications applications, one of these applications was introduced in the middle of 2014, three of these applications were introduced in 2015 and one was not introduced until 2016. Accordingly, we believe that we have a significant opportunity to increase the lifetime value of our customer relationships as we educate customers about the benefits of our current and future applications that they do not already utilize. We have already begun to demonstrate success in this regard as these new applications, which include our IT Alerting, Safety Connection, Community Engagement, Secure Messaging and Internet of Things applications, are comprising an increasing proportion of our contracted sales, which represent the total dollar value of new agreements entered into during the prior 12 months, exclusive of renewals, growing from 6% in the first quarter of 2015 to 12% in the second quarter of 2015, 17% in the third quarter of 2015, 22% in the fourth quarter of 2015, 26% in the first quarter of 2016 and 27% in the second quarter of 2016.

- ***Develop New Applications to Target New Markets and Use Cases***. Our platform is highly flexible and can support the development of new applications to meet evolving safety and operational challenges. For example, our Safety Connection application enables organizations to send notifications based on the dynamic last known location of an individual, while actively incorporating threat and other data to allow

for targeted and relevant communications. While the historic market for corporate security and safety solutions has been focused on establishing perimeters – locks, alarms and guards – to keep threats to employees outside of the physical premises, our solutions are responsive to the dramatic shift towards an increasingly mobile workforce where employees spend less time in traditional offices. At the same time, protection of employees at traditional places of business remains crucial. Market research completed in 2016 by us together with Emergency Management & Safety Solutions, found that while organizations were very concerned about the risk of workplace violence, 79% said they were at best only somewhat prepared for an active shooter event, and communicating with people in an impacted building was seen as the biggest challenge. In light of these dynamics, we intend to continue to develop new applications for use cases in a variety of new markets and leverage our platform and existing customer relationships as a source of new applications, industry use cases, features and solutions. We have a disciplined process for tracking, developing and releasing new applications and features that are designed to provide our customers with a strong value proposition. Our goal is to develop one new application each 12 to 18 months.

- ***Expand Our International Footprint***. We estimate, based on data from Frost & Sullivan, presented in an independent study commissioned by us, and data from Markets and Markets, that the market for critical communications solutions outside of North America was $9.3 billion in 2015, and is expected to grow at a compound annual growth rate of 16.2% to $19.8 billion in 2020. For the year ended December 31, 2015, approximately 14% of our revenue was derived from customers located outside of the United States and we therefore believe that we have a significant opportunity to grow our international footprint. We intend to continue to expand our local presence in regions such as Europe, the Middle East and Asia to leverage our relationships with local carriers and our ability to deliver messages to over 200 countries and territories in 15 languages and dialects, as well as expand our channel partnerships, in order to capitalize on this significant opportunity, and also to opportunistically consider expanding in other regions.

- ***Maintain Our Technology and Thought Leadership***. We will continue to invest in our aggregation, assessment and critical communications platform and our applications to maintain our technology leadership position. For example, we believe that we provide the first solution to offer dynamic versus static location awareness integrated with analysis and communications for the employee safety and security marketplace, and plan to continue disrupting the existing physical safety and security solution model. Further, we believe we have a competitive advantage through our commitment to innovation and thought leadership that has enabled us to take market share from our competitors and accelerate our growth. For example, we continue to enhance Everbridge University as a comprehensive best practices and critical communications learning environment, which we believe provides substantial value to our customers and supports our industry position. To date, Everbridge University online sessions have grown to deliver over 590,000 lessons.

- ***Opportunistically Pursue Acquisitions***. We plan to selectively pursue acquisitions of complementary businesses, technologies and teams that allow us to penetrate new markets and add features and functionalities to our platform. Our management team has completed a significant number of M&A transactions during their careers and we plan to leverage their proven track record of successfully sourcing, executing and integrating acquisitions as we pursue new opportunities.

Our Platform

Since inception, our SaaS-based critical communications platform was architected on a single code base to deliver multi-tenant capability and the speed, scale and resilience necessary to communicate globally when a serious event occurs. Our platform is designed to address both the emergency and operational components of a critical communications program. Our platform is capable of providing two-way communications and verified delivery in accordance with our customers' escalation policies. Our platform has multi-modal communications reach, including redundant global SMS and voice delivery capabilities, and is designed to comply with local,

technical and regulatory requirements, which we believe has provided us with a competitive advantage. For example, we believe that our early deployment of local SMS codes intended to comply with rules established by the TRAI allowed us to increase our SMS delivery success rates in India.

Additional core attributes of our platform include:

- Multi-tenant architecture that supports multiple layers of redundancy to maximize uptime and delivery of critical content, regardless of volume or throughput requirements.
- Dynamic spatial/geographic information system capability to geo-target communications by zip code, street address or a specific radius from a location.
- Support for two-way communications and alerting on over 100 different devices and endpoints, including landline and wireless phones, hand-held communication and other voice-capable devices, satellite, SMS, two-way radios, outdoor digital signage, sirens and internet enabled devices.
- Designed to meet rigorous security and compliance requirements for financial services firms, healthcare institutions, the U.S. federal government and other regulated industries, including facilitating compliance with health care requirements such as HIPAA privacy and security standards.
- Extensive set of APIs and configuration capabilities to allow customers and partners to easily integrate our platform with other systems. Our APIs' two-way invocation capabilities enable third-party systems to flexibly and easily integrate with our platform.
- Supports easy-to-use native mobile applications, including multiple secure mobile applications for message initiation, management and reporting.
- Supports push notifications and two-way conversations that enable mobile users to send and receive secure messages such as text, pictures, videos and the users' current geographic locations.

Our Contact Stores

Our contact stores manage approximately 100 million contact profiles and connections from more than 3,000 customers based in 25 countries as of July 31, 2016, up from 15 million contact profiles as of December 31, 2012. They are initially created through an upload of contacts from the customer and are automatically updated with the most current contact information provided by the customer or by individuals who opt-in to receive notification from our Community Engagement application. Our contact stores are simultaneously enriched by geographic, situational and other real-time data. Our contact stores are repositories for all contact details, attributes and business rules and preferences, such as a person's last-known location, language spoken, special needs, technical certifications and on-call status.

We leverage the data contained in our contact stores in a number of significant ways. Our data asset across multiple verticals enables us to develop best practices for reaching the intended contact, on the correct device, at the right location, at the appropriate time. We also use this data to better understand our customer base and their emerging use cases in order to improve our existing applications and develop new applications.

Everbridge Publishing Network

An important component of our platform is our Everbridge Publishing Network, which allows our customers to share relevant situational awareness information with each other. Public safety agencies, for example, can publish information to the Everbridge Publishing Network about incidents that might prove disruptive to the movement of people, goods and services for businesses within a certain area. If any of those businesses are also customers of ours, they will receive this information from a source they know is vetted and reliable, and will be able to take timely steps to mitigate or remediate the situation.

Our Applications

Through our critical communications platform, we deliver reliable enterprise-ready applications that provide organizations with the ability to deliver contextual communications in any volume, in near-real time. We have designed our applications' user interface to be easy to use. We understand that since some of our applications will be utilized to send large volumes of messages to key stakeholders during stressful situations, streamlining the user interface to reduce user errors and anxiety is essential. We conduct extensive usability testing and design reviews with our stakeholders, and have applied in our designs the lessons learned over more than a decade of working with critical communications users and professionals.

Our applications enable:

- Communications to key stakeholders during emergency situations.
- Corporate communications with customers and employees.
- Automated outreach to on-call personnel.
- Integration of physical security data with location awareness data gathered from travel, network and access systems to rapidly find and communicate with employees during disruptive events.
- Securely designed and efficiently implemented communications among healthcare providers and patients.
- Community engagement and collaboration with citizens and businesses.
- Workgroup collaboration on mobile devices.
- Critical IoT communications between machines and from machines to people.

Our applications include:

- ***Mass Notification***. Our secure, scalable and reliable Mass Notification application is our most established application and enables enterprises and governmental entities to send contextually aware notifications to individuals or groups to keep them informed before, during and after natural or man-made disasters and other emergencies. We provide robust analytics, map-based targeting, flexible group management, distributed contact data, language localization, multiple options for contact data management and a globally-optimized approach to voice and SMS routing. We also support community engagement functionality, which provides a direct link between residents and emergency management departments with the goal of fostering public safety.

- ***Incident Management***. Our Incident Management application enables organizations to automate workflows and make their communications contextually relevant using drag and drop business rules to determine who should be contacted, how they should be contacted and what information is required. We believe that this application decreases costly human errors and reduces downtime, while simultaneously capturing required compliance information. We also support cross-account collaboration and situational intelligence sharing during crises for corporations and communities.

- ***IT Alerting***. Our IT Alerting application enables IT professionals to alert and communicate with key members of their teams during an IT incident or outage, including during a cyber security breach. The application integrates with IT service management platforms, including ServiceNow, and uses automatic escalation of alerts, on-call scheduling and mobile alerting to automate manual tasks and keep IT teams collaborating during an incident. We also provide real-time shift calendars with integrated on-call notifications to help users better manage employee resources and get the right message to the right person, at the right time through automated staffing. Taken together, our IT Alerting application has the potential to provide meaningful savings to organizations by reducing mean-time-to-repair. Each minute of unplanned downtime costs organizations an average of approximately $5,600, according to Gartner,

while 59% of Fortune 500 companies experience 1.6 hours of downtime per week, according to Dunn & Bradstreet. IHS, Inc. estimates information and communication technology downtime costs North American organizations $700 billion per year.

- ***Safety Connection***. Our Safety Connection application enables organizations to send notifications based on dynamic last known location of an individual, including the airport, street, building floor or conference room at which the individual was most recently present, while actively incorporating threat and other data to allow for targeted and relevant communications. When fully deployed, the application can also aggregate near real-time data from multiple sources, including building access control systems, wired and wireless network access points, travel management systems and mobile application check-ins. We believe that Safety Connection represents a significant advance in helping organizations use critical communications to keep their constituents safe, as many current solutions use only static office and residential locations that are not sufficiently location-aware relative to an increasingly mobile workforce.

- ***Community Engagement***. Our Community Engagement application integrates emergency management and community outreach by providing local governments with a unified solution to connect residents to both their public safety department, public information resources, and neighbors via social media and mobile applications. This creates a stronger and more engaged community improving the communication reach for emergency personnel, while providing residents with real-time emergency and community information, and allows residents to anonymously opt-in and provide tips. For example, the City of Philadelphia experienced a 70% increase in opt-ins in 2015 with our Community Engagement application.

- ***Secure Messaging***. Our Secure Messaging application meets the compliance and security requirements of organizations that need to provide an alternative way for their employees to communicate and share nonpublic information. A tailored version of our Secure Messaging application, HipaaBridge, is designed for medical professionals and facilitates HIPAA-compliant communications without the need for pagers and other single use devices, supporting the development of a “connected” hospital. HipaaBridge also facilitates telemedicine by allowing medical professionals to hold video conferences with patients and other medical professionals as well as share medical imaging, lab results and other critical information. Our Secure Messaging application also enables financial services organizations’ employees and customers to securely communicate via text, voice, and video, while remaining FINRA compliant.

- ***Internet of Things***. Our Internet of Things application enables customers to extend traditional machine-to-machine communication to people when required. Through our secure communications channels, our critical communications engine can integrate directly with medical devices, workplace security controls, public infrastructure and other systems to either activate the device, confirm activation, or mobilize people for interaction and response.

Our Technology

The design and development of our critical communications platform includes the following key attributes:

- ***Robust, Enterprise-Grade Scalability and Reliability***. Given the mission-critical nature of our solutions, our multi-tenant platform was designed to provide a robust, high level of resiliency, scalability and redundancy. We use multiple geographically distributed service providers and communications carriers to achieve a high degree of redundancy, fault tolerance and cost-effective operations. We have multiple layers of redundancy and a horizontal scaling model across our infrastructure to deliver high availability and performance. Our redundant data centers are located in Los Angeles, California; Denver, Colorado; San Francisco, California; and Toronto, Canada as well as in Germany, the United Kingdom and the Netherlands. Similarly, we leverage redundant downstream communications providers to enable our services to remain uninterrupted even if a particular provider encounters technical difficulties.

- ***Multi-Modal, Globally Local Communications Delivery***. We optimize international call routing across hundreds of telecommunications providers to enable higher voice quality, improved delivery rates during emergencies and the ability to configure local caller IDs to improve recognition and answer rates. We also work with multiple SMS providers to identify regulatory hurdles and deploy and actively manage an optimal mix of national and international SMS codes to ensure high delivery and response rates.

- ***Security and Compliance***. Our security and data protection policies and controls are based on the Federal Information Security Management Act risk management framework defined by the National Institute of Standards and Technology, or NIST, special publication, or SP, 800-37. To meet the rigorous standards of our enterprise and government customers, an independent and accredited third-party security assessment firm annually verifies our compliance with over 800 security and data protection requirements detailed in NIST SP 800-53. Through this process, we map our compliance with other security and data privacy frameworks including ISO 27001 and HIPAA. In addition, we hold certifications including SysTrust Statement on Standards for Attestation Engagements No. 16, Service Operations Controls 2 & 3 and operate in accordance with the TRUSTe Data Privacy Seal for personal data. We have also been awarded approvals by DHS that enable us to receive priority treatment for vital voice and data circuits or other telecommunications services. Most recently, our critical communications solutions received designation under the SAFETY ACT and certification by DHS that places us on the approved product list for homeland security and provides us with the highest level of liability protection available under the SAFETY ACT. The certification similarly protects our customers from legal liability claims arising from acts of terrorism, as contemplated by the SAFETY ACT. Further, our solutions are also accredited under FISMA and we are in the process of seeking accreditation under FedRAMP, which we expect to receive during 2017.

- ***Hybrid Infrastructure***. To provide highly scalable and global solutions, we employ redundant, geographically diverse production implementations of our platform infrastructure in multiple SOC 2-compliant data center facilities in North America and Europe. Within each data center, we utilize a hybrid-cloud architecture that enables us to leverage both proprietary and third-party infrastructure services to enable “on-demand” capacity and performance without substantial upfront investment. Our hybrid-cloud architecture enables our customers to select the location in which to store their contact data, allowing for compliance with local and international data privacy laws. Our architecture also enables our platform to dynamically determine the best location from which to deliver critical communications on behalf of our customers and solves many international communications delivery challenges by utilizing in-country or in-region telephony, messaging and data communication providers. Our infrastructure is continuously maintained and monitored by dedicated engineers based in redundant network operations centers in the Los Angeles and Boston areas.

- ***Dynamic Location Detection***. Our platform can create and update dynamic data sets containing a contact’s last-known location, including the airport, street, building floor or conference room at which the contact was most recently present. Multiple data sources can be aggregated including building access control and badging systems, wired and wireless network access points, and corporate travel management and office hoteling systems. This data is used to best locate a contact in an emergency or critical business situation, independent of the contact’s home or office location. Contacts can also share their location via a three-in-one mobile panic button application, which sends a panic message to the applicable organization’s security team, and also includes the ability to send audio and video content, to check-in to capture and report geo-location data and to establish a safe corridor through a potentially unsafe area.

Our Comprehensive Customer Support Services

We are committed to the success of our customers. We demonstrate this commitment by offering a comprehensive set of support services to help our customers get started quickly, follow best practices, and realize on-going value from our critical communications solution. Our support services include:

- ***Rapid Onboarding.*** We leverage a proven methodology and domain expertise, honed through thousands of customer onboardings worldwide, to enable rapid use of our platform and compliance with industry best practices. Promptly after a customer purchases one or more of our applications, our dedicated onboarding team begins to configure our solutions to meet the customer's needs, including specific messages and scenarios, ad-hoc report templates and incident management reviews. The onboarding service incorporates years of critical communications experiences, including our critical communications certification training through Everbridge University, to improve customer success. The average implementation time for new customers purchasing our solutions is 10 hours.

- ***Everbridge University.*** We offer online education, training and professional development through Everbridge University, with role-based training modules that can be customized to meet a customer's needs and that can facilitate formalized knowledge transfer and ensure ongoing self-sufficiency. Everbridge University is available anytime, online and is configured for self-paced use. To date, Everbridge University has delivered over 590,000 online training lessons.

- ***Dedicated Account Management.*** We assign dedicated account managers to all customers. Our account managers work exclusively with customers in a specific industry so they understand the applicable needs and challenges. They act as informed guides to help our customers make effective decisions in deploying our applications. Account managers perform regular service reviews and post-incident analyses of customer communications to incorporate communication best practices, and recommend additional applications to meet the customer's critical communications needs.

- ***24/7 Technical Support & Emergency Live Operator Service.*** We have established geographically redundant technical support centers in the Los Angeles, California; Boston, Massachusetts; and London, United Kingdom areas. From these support centers, we offer our customers 24/7 support by phone, email or through our online support center. In addition, our support centers offer a 24/7 emergency live operator service to assist customers with sending critical communications.

- ***Premium Support Services.*** With an understanding of the critical role that our solution plays, we have invested in assembling an expert professional services organization to deliver premium support service packages to our customers. Our professional services team includes certified emergency management and critical communications practitioners. Our premium support services address the unique challenges of customers' organizational structures, operational requirements, implementation and training needs. We believe that we help customers achieve faster time-to-value by providing on-site project management, consultation with a certified critical communications professional, creation of client-specific message and scenarios, development of ad-hoc report templates and on-site emergency and incident management reviews.

Our Customers

Our customer base has grown from 867 customers at the end of 2011 to more than 3,000 customers as of July 31, 2016. We define a customer as a contracting entity from which we generated $100 or more of revenue in the prior month, either directly or through a channel partner. We do not include customers of our wholly-owned subsidiary, Microtech, which generates an immaterial amount of our revenue in any given year. At the end of 2011 we had 20 customers with contracts valued at $100,000 or more, whereas as of June 30, 2016 we had 100 customers with contracts valued at $100,000 or more, including seven customers with contracts in excess of $500,000. As of July 31, 2016, our customers were based in 25 countries and included eight of the 10 largest U.S. cities, eight of the 10 largest U.S.-based investment banks, 24 of the 25 busiest North American airports, six of the 10 largest global consulting firms, six of the 10 largest global auto makers, all four of the largest global

accounting firms, four of the 10 largest U.S.-based health care providers and four of the 10 largest U.S.-based health insurers. We provide solutions to customers of varying sizes, including enterprises, small businesses, non-profit organizations, educational institutions and government agencies. Our customers span a wide variety of industries including technology, energy, financial services, transportation, healthcare and life sciences, manufacturing, media and entertainment, retail, higher education and professional services. For the six months ended June 30, 2016, 50% of our revenue was generated from enterprise customers, 34% from government and government-related customers and 16% from healthcare-related customers. No customer contributed more than 4% of our total revenue in 2015 or the six months ended June 30, 2016.

Some of our representative customers by sector include the following:

Enterprise

Alexion Pharmaceuticals
Cardtronics
Choice Hotels
Customers Bank
Digital Realty
DTE Energy
East West Bank
EnerNOC
Ericsson
Express Scripts
Facebook
KOR Energy
Pearson
Sierra Nevada
Uber
Xerox

Healthcare

Alexian Brothers Medical Center
Boston Children's Hospital
Catholic Health Initiatives
Children's Hospital of Philadelphia
Covenant Health System
Florida Health
Hawaii Pacific Health
Molina Healthcare
Penrose St. Francis Health Services
Spectrum Health
Vanderbilt University Medical Center

State and Local Government

Boston Police Department
Chicago Department of Aviation
City of Torrance
Florida Division of Emergency Management
Los Angeles Police Department
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State of Connecticut, Department of Emergency Services and Public Protection
University of Louisiana System
U.S. Department of Transportation

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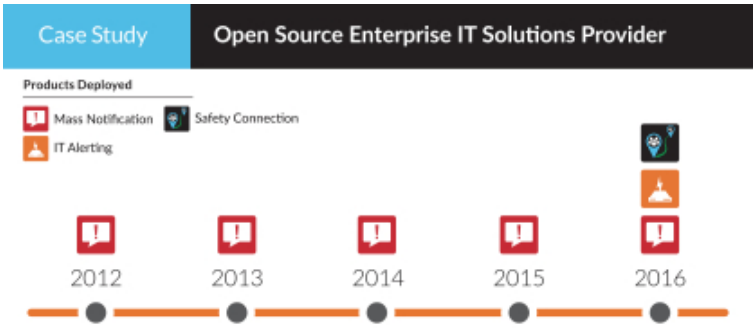

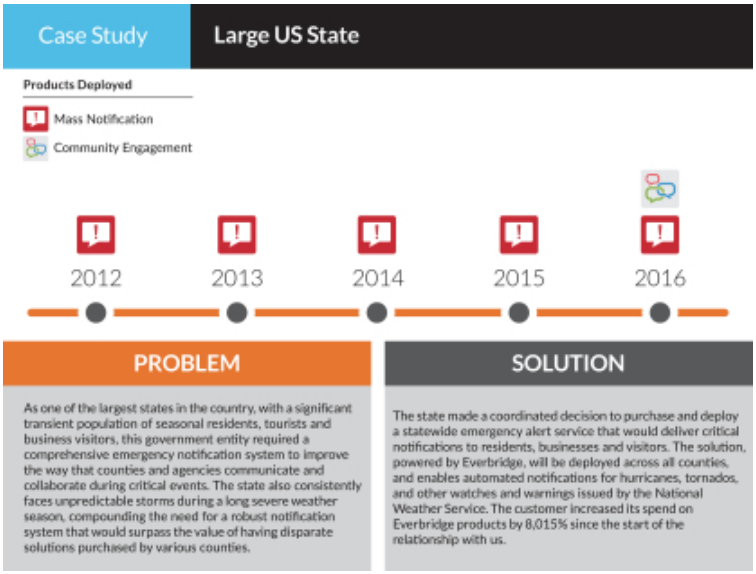

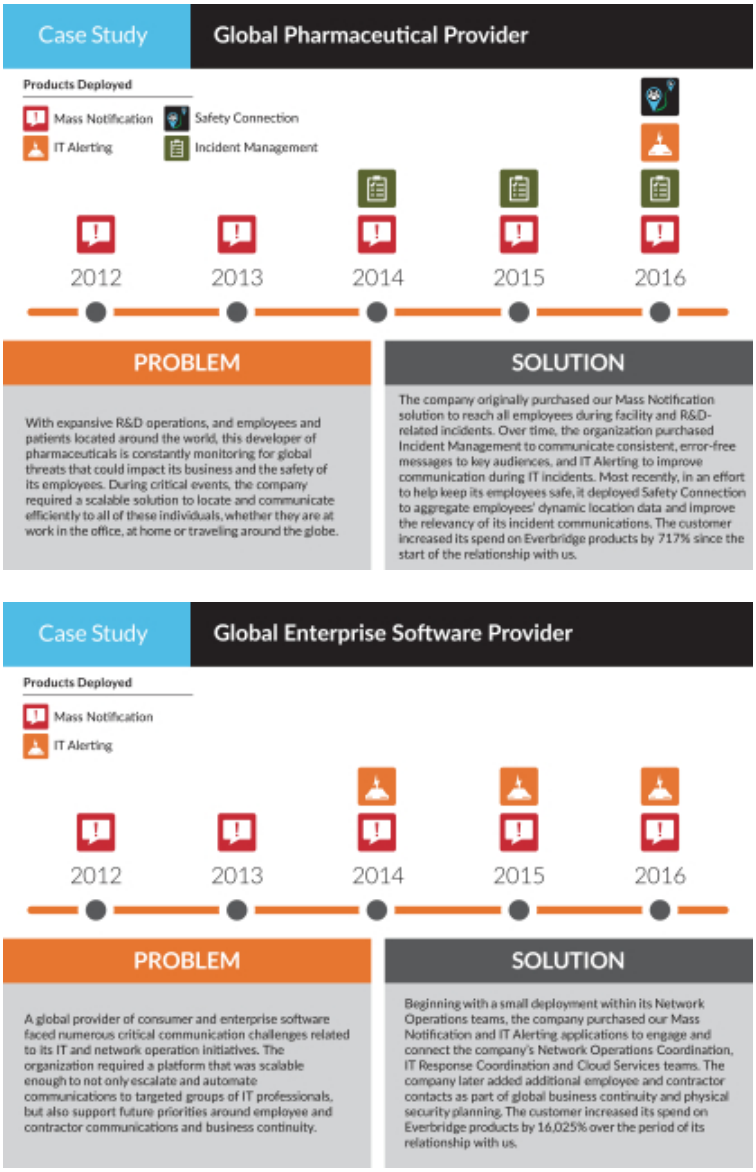

Sales and Marketing

Our sales and marketing organizations collaborate to create brand preference, efficiently and effectively generate leads, build a strong sales pipeline and cultivate customer relationships to help drive revenue growth. Our go-to-market strategy consists of a strong thought-leadership program, digital marketing engine and a diversified sales organization designed to efficiently sell across vertical markets to organizations of all sizes. We have dedicated sales teams focused on corporate customers, government customers and healthcare organizations, which covers U.S. federal, state and local governmental entities.

We believe that our sales and marketing model is economically compelling. We spent $0.93 to generate each $1.00 of new sales in 2015, which reflects our sales and marketing expense incurred in 2015 (other than expense

related to full-time employees dedicated to client retention) compared to 12 months of contract value for contracts entered into in 2015, and $0.06 to renew each $1.00 of renewal sales in 2015, which reflects our sales and marketing expense related to full-time employees dedicated to client retention compared to 12 months of contract value for contracts renewed in 2015.

Sales

We sell our solutions through our telephone and direct inside sales teams, a direct field sales team and a growing partner channel. Our global sales teams focus on both new customer acquisition and up-selling and cross-selling additional and new offerings, respectively, to our existing customers. Our sales teams are organized by geography, consisting of the Americas; Europe, the Middle East and Africa, or EMEA; as well as by target organization size. Our inside sales team focuses typically on small and middle-market transactions, while larger or more complex transactions are generally handled by our direct field sales teams. Our highly trained sales engineers help define customer use cases, manage pilots and train channel partners.

In addition to the vertical and geographic distribution of our salesforce, we have dedicated teams of account executives focused on net new accounts, account managers responsible for renewal and growth of existing accounts, and business development representatives targeting new and growth business opportunity creation. Our sales representatives use phone, email and web meetings to interact with prospects and customers. In 2015, we increased the headcount of our sales organization by 51%. We intend to continue to invest in building our global sales and go-to-market organizations.

We also sell through channel partners both domestically and internationally. To help integrate our applications with other third-party services and take advantage of current and emerging technologies, we seek to enter into alliances with leading technology companies.

Marketing

We focus our marketing efforts on increasing the strength of the Everbridge brand, communicating product advantages and business benefits, generating leads for our salesforce and channel partners, leveraging geographic market strengths and driving product adoption. We run campaigns that take advantage of a network effect in which success within a region encourages other organizations within that area to choose our solutions, in part to be using a system consistent with that of other entities in the area with which they may share information or best practices. We deliver targeted content to demonstrate our thought leadership in critical communications best practices and use digital advertising methods to drive conversion of potential prospects, which convert to opportunities for our sales organization.

Our marketing team focuses on inbound marketing through our industry-leading content, resources, and sharing customer best practices. We rely on multiple marketing and sales automation tools to efficiently market to, and automatically identify qualified individuals using product and industry specific criteria. We use multiple marketing tactics to engage with prospective customers including: email marketing, event marketing, print and digital advertising, and webinar events. We engage with existing customers to provide vertically-based education and awareness and to promote expanded use of our current and new software offerings within these customers. We also host regional and national events to engage both customers and prospects, deliver product training and foster community.

Research and Development

We invest substantial resources in research and development and leverage offshore development in multiple geographies to implement a “follow the sun” engineering strategy and to increase the efficiency of our overall development efforts. We enhance our core technology platform and applications, develop new end market-specific solutions and applications, and conduct application and quality assurance testing. Our technical and engineering team monitors and tests our applications on a regular basis, and we maintain a regular release process to refine, update, and enhance our existing applications. Research and development expense totaled $5.7 million, $7.4 million, $11.5 million and $6.6 million for 2013, 2014, 2015 and the six months ended June 30, 2016 respectively.

Our Competition

The market for critical communications solutions is highly fragmented, intensely competitive and constantly evolving. We compete with an array of established and emerging companies, many of whom are single product or single market focused, as well as in-house solutions. With the introduction of new technologies and market entrants, we expect that the competitive environment to remain intense going forward. The primary competitors for our Mass Notification and Incident Management applications include: BlackBerry Limited, Emergency Communications Network, F24 AG, Enera Inc., Nuance Communications, Inc., SWN Communications Inc., SunGard Data Systems Inc. and xMatters, Inc. The primary competitors for our IT Alerting application include: PagerDuty, Inc. and xMatters, Inc. The primary competitors for our Secure Messaging application include: DocHalo, LLC, Spok, Inc., Perfect Serve, Inc. and TigerText, Inc.

We compete on the basis of a number of factors, including:

- product functionality, including local and multi-modal delivery in international markets;
- breadth of offerings;
- performance, security, scalability and reliability;
- compliance with local regulations and multi-language support;
- brand recognition, reputation and customer satisfaction;
- ease of implementation, use and maintenance; and
- total cost of ownership.

We believe that we compete favorably with respect to all of these factors and that we are well positioned as a leading provider of targeted and contextually relevant critical communications.

Intellectual Property

Our future success and competitive position depend in part on our ability to protect our intellectual property and proprietary technologies. To safeguard these rights, we rely on a combination of patent, trademark, copyright and trade secret laws and contractual protections in the United States and other jurisdictions.

As of July 31, 2016, we had nine issued patents and three patent applications pending in the United States. We also expect to complete the purchase of an additional four issued United States patents in the fourth quarter of 2016. We cannot assure you that any patents will issue from any patent applications, that patents that issue from such applications will give us the protection that we seek or that any such patents will not be challenged, invalidated, or circumvented. Any patents that may issue in the future from our pending or future patent applications may not provide sufficiently broad protection and may not be enforceable in actions against alleged infringers.

We have registered the “Everbridge” and “Nixle” names in the United States, and have registered the “Everbridge” name in the European Union. We have registrations and/or pending applications for additional marks in the United States; however, we cannot assure you that any future trademark registrations will be issued for pending or future applications or that any registered trademarks will be enforceable or provide adequate protection of our proprietary rights.

We also license software from third parties for integration into our offerings, including open source software and other software available on commercially reasonable terms. We cannot assure you that such third parties will maintain such software or continue to make it available.

We are the registered holder of a variety of domestic and international domain names that include everbridge.com, as well as similar variations on that name.

In order to protect our unpatented proprietary technologies and processes, we rely on trade secret laws and confidentiality agreements with our employees, consultants, vendors and others. Despite our efforts to protect our proprietary technology and trade secrets, unauthorized parties may attempt to misappropriate, reverse engineer or otherwise obtain and use them. In addition, others may independently discover our trade secrets, in which case we would not be able to assert trade secret rights, or develop similar technologies and processes. Further, the contractual provisions that we enter into may not prevent unauthorized use or disclosure of our proprietary technology or intellectual property rights and may not provide an adequate remedy in the event of unauthorized use or disclosure of our proprietary technology or intellectual property rights.

If we become more successful, we believe that competitors will be more likely to try to develop solutions that are similar to ours and that may infringe our proprietary rights. It may also be more likely that competitors or other third parties will claim that our solutions infringe their proprietary rights.

Patent and other intellectual property disputes are common in our industry and we have been involved in such disputes from time to time in the ordinary course of our business. Some companies, including some of our competitors, own large numbers of patents, copyrights and trademarks, which they may use to assert claims against us. Third parties may in the future assert claims of infringement, misappropriation or other violations of intellectual property rights against us. They may also assert such claims against our customers whom we typically indemnify against claims that our solution infringes, misappropriates or otherwise violates the intellectual property rights of third parties. As the numbers of products and competitors in our market increase and overlaps occur, claims of infringement, misappropriation and other violations of intellectual property rights may increase. Any claim of infringement, misappropriation or other violation of intellectual property rights by a third party, even those without merit, could cause us to incur substantial costs defending against the claim and could distract our management from our business.

Culture and Employees

We believe that our culture has been a key contributor to our success to-date and that the critical nature of the solutions that we provide promotes a sense of greater purpose and fulfillment in our employees. We have invested in building a strong corporate culture and believe it is one of our most important and sustainable sources of competitive advantage.

As of June 30, 2016, we had 430 full-time employees, including 94 in data center operations and customer support, 168 in sales and marketing, 111 in research and development and 57 in general and administrative. As of June 30, 2016, we had 332 full-time employees in the United States and 98 full-time employees internationally. None of our U.S. employees are covered by collective bargaining agreements. We believe our employee relations are good and we have not experienced any work stoppages.

Facilities

Our principal executive offices are located in Burlington, Massachusetts, where we occupy an approximately 35,000 square-foot facility under a lease expiring on May 30, 2017, and in Pasadena, California, where we occupy an approximately 19,000 square-foot facility under a lease expiring on June 30, 2018. We also have offices in San Francisco, California; Windsor, United Kingdom; Colchester, United Kingdom and Beijing, China.

Legal Proceedings

From time to time we may become involved in legal proceedings or be subject to claims arising in the ordinary course of our business. We are not presently a party to any legal proceedings that, if determined adversely to us, would individually or taken together have a material adverse effect on our business, operating results, financial condition or cash flows. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

MANAGEMENT

Executive Officers and Directors

The following table sets forth information concerning our executive officers and directors as of June 30, 2016:

Name	Age	Position(s)
Executive Officers		
Jaime Ellertson	58	President, Chief Executive Officer and Chairman of the Board of Directors
Kenneth S. Goldman	57	Senior Vice President, Chief Financial Officer and Treasurer
Imad Mouline	46	Senior Vice President and Chief Technology Officer
Joel Rosen	58	Chief Marketing Officer
Elliot J. Mark	51	Senior Vice President and General Counsel
Scott Burnett	50	Senior Vice President, Operations
Yuan Cheng	44	Senior Vice President, Engineering
Nicholas Hawkins	54	Managing Director, EMEA
Gary Phillips	56	Senior Vice President, Sales
Non-Employee Directors		
Richard D'Amore	62	Director
Bruns Grayson	69	Director
David Henshall	48	Director
Kent Mathy	56	Director
Cinta Putra	50	Director

Executive Officers

Jaime Ellertson has served as our President and Chief Executive Officer since September 2011 and as Chairman of our board of directors since March 2011, after joining our board of directors in April 2010. From November 2010 to September 2011, Mr. Ellertson was Chief Executive Officer and chairman of the board of directors of CloudFloor Corporation, a provider of cloud solutions, which we acquired in 2011. Previously, Mr. Ellertson served as the Chief Executive Officer and President and as a member of the board of directors of Gomez Inc., a company specializing in monitoring and managing website data and web application performance, from December 2005 to October 2010. From 2000 to July 2005, Mr. Ellertson served as Chief Executive Officer and President and as a member of the board of directors of S1 Corporation, a software provider to the financial services marketplace, which was acquired by ACI Worldwide Inc. He also previously served as chairman of the board of directors and Chief Executive Officer of Interleaf, Inc., a provider of software tools for e-content management, from 1997 until its acquisition by BroadVision, Inc. in April 2000, after which he served as Executive Vice President and General Manager of Worldwide Strategic Operations for BroadVision, a provider of self-service applications, until November 2000. Earlier in his career, Mr. Ellertson founded several software companies including Openware Technologies Inc., Document Automation Corporation and Purview Technologies Inc. Since June 2014, Mr. Ellertson has served as chairman of the board of directors of hVIVO PLC, a viral challenge and services company, and since August 2012, Mr. Ellertson has served as a member of the board of directors of PeopleFluent, a provider of human capital management software and services. From December 2010 to December 2014, Mr. Ellertson served as a member of the board of director of Qvidian, a provider of cloud-based sales execution solutions. Our board of directors believes that Mr. Ellertson's business expertise and his daily insight into corporate matters as our Chief Executive Officer qualify him to serve on our board of directors.

Kenneth S. Goldman has served as our Senior Vice President and Chief Financial Officer since April 2015. From July 2014 to March 2015, Mr. Goldman was Executive Vice President and Chief Financial Officer of Fiksu, Inc., a provider of mobile application marketing technologies. Previously, Mr. Goldman served as Executive Vice President and Chief Financial Officer of Black Duck Software, Inc., an open source software solutions provider, from March 2008 to July 2014, as Senior Vice President, Chief Financial Officer and a member of the board of directors of Salary.com, a provider of compensation management software, from March 2006 to February 2008, as a

principal and Mirus Capital Advisors, Inc., an investment banking firm, from April 2004 to March 2006. Earlier in his career, Mr. Goldman held financial executive leadership positions at LODESTAR Corporation, a provider of software solutions for energy market participants that was acquired by Oracle Corporation, Student Advantage, Inc., a provider of marketing and commerce solutions aimed at college students, and MediaMap, Inc., a provider of workflow and database management solutions that was acquired by Cision, Inc. Mr. Goldman began his career at KPMG LLP. He is a CPA and holds a B.S. in accounting and managerial law & public policy, from the Martin J. Whitman School of Management at Syracuse University.

Imad Mouline has served as our Senior Vice President and Chief Technology Officer since September 2011. From March 2011 to September 2011, Mr. Mouline was Chief Technology Officer of CloudFloor. Previously, Mr. Mouline served as Chief Technology Officer of Compuware Corporation's Application Performance Management Solutions division from November 2009 to March 2011, as Chief Technology Officer of Gomez from January 2006 to November 2009 and as Chief Technology Officer of S1 from June 2001 to October 2005. Earlier in his career, Mr. Mouline held positions at BroadVision and Interleaf. Mr. Mouline holds an S.B. in Management Science / Information Technology from the Massachusetts Institute of Technology.

Joel Rosen has served as our Chief Marketing Officer since January 2016. From September 2013 to October 2015, Mr. Rosen served as Executive Vice President, Product and Marketing of Endurance International Group, Inc., a web hosting company. Previously, Mr. Rosen was a principal at Landmark Associates, a consulting company, from September 2008 to September 2013, was President and Chief Executive Officer of Tizor Systems, Inc., a data security company which was subsequently acquired by Netezza Corp., from June 2006 to August 2008 and was a partner at Charles River Ventures, a venture capital firm, from September 2001 to June 2005. Earlier in his career, Mr. Rosen was President and Chief Executive Officer of NaviSite Inc., a web hosting company which was subsequently acquired by Time Warner Cable Inc., and also held positions at Aspen Technology, Inc., a software solutions provider for process manufacturers, and at Bain & Company, a management consulting firm. Mr. Rosen holds a B.A. in economics from Harvard University and an M.B.A. from Harvard Business School.

Elliot J. Mark has served as our Senior Vice President and General Counsel since November 2015. From September 2010 to November 2015, Mr. Mark served as Vice President and General Counsel of Northern Power Systems Corp., a designer and manufacturer of wind turbines and power converters. Previously, Mr. Mark served as General Counsel of Gomez from May 2009 to February 2010, as Senior Vice President and General Counsel of Salary.com from October 2006 to January 2009 and as Senior Vice President and General Counsel of Viisage Technology, Inc., a provider of identity verification technology which merged with Identix Incorporated, from August 2003 to September 2006. Earlier in his career, Mr. Mark held positions at eRoom Technology Inc., a provider of collaboration software, SimPlayer.com Ltd., a sports media technology company, Arthur D. Little Inc., a management consulting firm, and Molten Metal Technology Inc., a recycling technology company. Mr. Mark holds a B.A. in international relations from Wesleyan University and a J.D. from Georgetown University Law Center.

Scott Burnett has served as our Senior Vice President, Operations since March 2013. From March 2011 to March 2013, Mr. Burnett served as Executive Vice President, Product Development, Engineering and Operations for Axeda Corporation, a provider of software for connected products that was acquired by PTC. Previously, Mr. Burnett served as Vice President, Global Engineering and Operations of Compuware's Application Performance Management Solutions division from January 2010 to March 2011 and as Vice President, Global Engineering and Operations of Gomez, from September 2007 to January 2010. Earlier in his career, Mr. Burnett held positions at Arbor Networks, a provider of network security solutions, ModusLink Global Solutions, Inc. (formerly CMGI, Inc.), an Internet investment and holding company, and Liberty Global plc, a telecommunications company. Mr. Burnett holds a B.S.E.E. in electrical engineering and computer science from the Georgia Institute of Technology and an M.S.E.E. in electrical engineering and communication systems management from Southern Methodist University.

Yuan Cheng has served as our Senior Vice President, Engineering since April 2012. From March 2011 to April 2012, Mr. Cheng served as Chief Executive Officer of Hypersun Group Ltd., an internet and software

engineering services firm, which we acquired in 2012. Previously, Mr. Cheng served as General Manager of Gomez's China operations from March 2006 to February 2011 and as manager of the BroadVision Commerce product at BroadVision from January 2001 to January 2006. Mr. Cheng holds a B.E. in precisions instruments from Tsinghua University and a Ph.D. in mechanical engineering from the Massachusetts Institute of Technology.

Nicholas Hawkins has served as our Managing Director, EMEA since April 2015. From March 2012 to March 2015, Mr. Hawkins served as Vice President of Sales, EMEA at Trustwave Holdings, Inc., an information security company, from January 2010 to January 2012, Mr. Hawkins served as Vice President, EMEA Managed Service Products at M86 Security Ltd., an information security company, and from January 2008 to December 2009, Mr. Hawkins served as Vice President, EMEA Sales at M86 Security. Earlier in his career, Mr. Hawkins held sales positions at Marshal Systems Ltd., a global information security company, and MessageLabs, an integrated messaging and web security services company that was acquired by Symantec Corporation. Mr. Hawkins joined the Metropolitan Police in 1980 and served as an operational police officer in London for 10 years.

Gary Phillips has served as our Senior Vice President, Sales since January 2012. From March 2010 to December 2011, Mr. Phillips served Vice President, North American Sales of Compuware's Application Performance Management Solutions division and as Vice President, North American Sales of Gomez from September 2009 to March 2010. Previously, Mr. Phillips served as Chief Executive Officer of Marathon Technologies Corp., a software and network technology company, from May 2005 to July 2009. Earlier in his career, Mr. Phillips held positions at Avaki, a provider of enterprise network solutions, BroadVision and Interleaf, a provider of software products for the publishing industry. Mr. Phillips holds a B.S. in business administration and marketing from Plymouth State University.

Non-Employee Directors

Richard D'Amore has served as a member of our board of directors since April 2015. Mr. D'Amore has been a General Partner of North Bridge Venture Partners, an early-stage venture capital and growth equity firm, since its inception in 1994. From 1982 until starting North Bridge, Mr. D'Amore served in various roles at Hambro International Equity Partners. Previously, Mr. D'Amore worked as a consultant at Bain and Company and as a certified public accountant with Arthur Young and Company. Mr. D'Amore has served as a member of the board of directors of Veeco Instruments, Inc., a developer and manufacturer of electronics equipment, since 1990. From 1997 to 2010, Mr. D'Amore served as a member of the board of directors of Phase Forward Incorporated, a provider of software solutions for clinical trial and drug safety monitoring that was acquired by Oracle Corporation. Mr. D'Amore holds a B.S. in business from Northeastern University and an M.B.A. from Harvard Business School. Our board of directors believes that Mr. D'Amore's broad entrepreneurial experience and his extensive service on public company boards qualify him to serve on our board of directors.

Bruns Grayson has served as a member of our board of directors since 2011. Mr. Grayson is a managing partner at ABS Ventures, a venture capital firm, where he has managed all of the firm's venture capital partnerships since 1983. Mr. Grayson began his career as a venture capitalist in 1981 at Adler & Co., a venture capital firm. Previously, Mr. Grayson was an associate at McKinsey and Co., a management consulting firm. From May 2009 to December 2013, Mr. Grayson served as a member of the board of directors of Active Network, Inc., a provider of cloud computing applications. Mr. Grayson holds a B.A. in history from Harvard College, an M.A. in politics and philosophy from Oxford University and a J.D. from the University of Virginia Law School. Our board of directors believes that Mr. Grayson's experience investing in technology business and his service on numerous private and public company boards qualify him to serve on our board of directors.

David Henshall has served a member of our board of directors since July 2015. Mr. Henshall has served as Executive Vice President and Chief Financial Officer of Citrix Systems, Inc., a provider of workplace mobility solutions, since September 2011 and as Citrix's Chief Operating Officer since February 2014. Mr. Henshall served as Citrix's Acting Chief Executive Officer and President from October 2013 to February 2014. From

January 2006 to September 2011, Mr. Henshall served as Citrix's Senior Vice President and Chief Financial Officer, and from April 2003 to January 2006, he served as Citrix's Vice President and Chief Financial Officer. Our board of directors believes that Mr. Henshall's financial expertise and experience on the technology industry qualify him to serve on our board of directors.

Kent Mathy has served as a member of our board of directors since August 2012. Since November 2013, Mr. Mathy has served as a President, Southeast Region of AT&T Mobility. From November 2008 to November 2013, Mr. Mathy was President, North Central Region for AT&T Mobility, and from December 2007 to November 2008, he was President, Small Business for AT&T Mobility. From January 2003 to December 2007, he was President, Business Markets Group at the former Cingular Wireless. Earlier in his career, Mr. Mathy held a variety of management positions at AT&T over a period of 18 years. Mr. Mathy holds a B.A. in marketing from the University of Wisconsin-Oshkosh and attended the University of Michigan, Executive Program in 1993. Our board of directors believes Mr. Mathy's experience in the telecommunications industry qualifies him to serve on our board of directors.

Cinta Putra has served as a member of our board of directors since November 2002. Ms. Putra was a co-founder of Everbridge and served as our Chief Executive Officer from November 2002 to September 2011 and as our Chief Financial Officer and Senior Vice President, Business Operations from September 2011 to November 2014. Our board of directors believes that Ms. Putra's deep understanding of our business and technology and her role as a co-founder of our company qualify her to serve on our board of directors.

Family Relationships

There are no family relationships among any of our executive officers or directors.

Board Composition

Our board of directors currently consists of six members. Each director is currently elected to the board of directors for a one-year term, to serve until the election and qualification of a successor director at our annual meeting of stockholders, or until the director's earlier removal, resignation or death.

All of our directors currently serve on the board of directors pursuant to the voting provisions of a voting agreement between us and several of our stockholders. This agreement will terminate upon the completion of this offering, after which there will be no further contractual obligations regarding the election of our directors.

In accordance with our amended and restated certificate of incorporation, which will become effective immediately prior to completion of this offering, our board of directors will be divided into three classes with staggered three-year terms. At each annual meeting of stockholders, the successors to directors whose terms then expire will be elected to serve from the time of election and qualification until the third annual meeting following election. Our directors will be divided among the three classes as follows:

- Class I, which will consist of Mr. Ellertson and Ms. Putra, and whose term will expire at our first annual meeting of stockholders to be held after the completion of this offering;
- Class II, which will consist of Messrs. Henshall and Mathy and whose term will expire at our second annual meeting of stockholders to be held after the completion of this offering; and
- Class III, which will consist of Messrs. D'Amore and Grayson, and whose term will expire at our third annual meeting of stockholders to be held after the completion of this offering.

Our amended and restated bylaws, which will become effective upon completion of this offering, will provide that the authorized number of directors may be changed only by resolution approved by a majority of our board of directors. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors.

The division of our board of directors into three classes with staggered three-year terms may delay or prevent a change of our management or a change in control.

Director Independence

Our board of directors has undertaken a review of the independence of the directors and considered whether any director has a material relationship with us that could compromise his or her ability to exercise independent judgment in carrying out his or her responsibilities. Based upon information requested from and provided by each director concerning such director's background, employment and affiliations, including family relationships, our board of directors determined that Messrs. D'Amore, Grayson, Henshall and Mathy representing four of our six directors, are "independent directors" as defined under current rules and regulations of the SEC and the listing standards of the NASDAQ Stock Market. In making these determinations, our board of directors considered the current and prior relationships that each non-employee director has with our company and all other facts and circumstances that our board of directors deemed relevant in determining their independence, including the beneficial ownership of our capital stock by each non-employee director and the transactions involving them described in "Certain Relationships and Related Party Transactions."

Lead Independent Director

Our corporate governance guidelines provide that one of our independent directors shall serve as a lead independent director at any time when an independent director is not serving as the chairman of the board of directors. Our board of directors has appointed Mr. Grayson, effective upon the completion of this offering, to serve as our lead independent director. As lead independent director, Mr. Grayson will preside over periodic meetings of our independent directors, coordinate activities of the independent directors and perform such additional duties as our board of directors may otherwise determine and delegate.

Board Committees

Our board of directors has established an audit committee and a compensation committee and intends to establish a nominating and corporate governance committee in connection with this offering, each of which has the composition and responsibilities described below. From time to time, our board of directors may establish other committees to facilitate the management of our business.

Audit Committee

Our audit committee consists of three directors, Messrs. D'Amore, Henshall and Mathy, each of whom our board of directors has determined satisfies the independence requirements for audit committee members under the listing standards of the NASDAQ Stock Market and Rule 10A-3 of the Securities Exchange Act of 1934, as amended, or the Exchange Act. Each member of our audit committee meets the financial literacy requirements of the listing standards of the NASDAQ Stock Market. Mr. D'Amore is the chairman of the audit committee and our board of directors has determined that Mr. D'Amore is an audit committee "financial expert" as defined by Item 407(d) of Regulation S-K under the Securities Act. The principal duties and responsibilities of our audit committee include, among other things:

- selecting a qualified firm to serve as the independent registered public accounting firm to audit our financial statements;
- helping to ensure the independence and performance of the independent registered public accounting firm;
- discussing the scope and results of the audit with the independent registered public accounting firm, and reviewing, with management and the independent accountants, our interim and year-end operating results;
- developing procedures for employees to submit concerns anonymously about questionable accounting or audit matters;
- reviewing our policies on risk assessment and risk management;

- reviewing related party transactions;
- obtaining and reviewing a report by the independent registered public accounting firm at least annually, that describes our internal quality-control procedures, any material issues with such procedures, and any steps taken to deal with such issues when required by applicable law; and
- approving (or, as permitted, pre-approving) all audit and all permissible non-audit services, other than de minimis non-audit services, to be performed by the independent registered public accounting firm.

Our audit committee will operate under a written charter, to be effective immediately prior to the completion of this offering that satisfies the applicable rules of the SEC and the listing standards of the NASDAQ Stock Market.

Compensation Committee

Our compensation committee consists of three directors, Messrs. D'Amore, Grayson and Mathy, each of whom our board of directors has determined is a non-employee member of our board of directors as defined in Rule 16b-3 under the Exchange Act and an outside director as that term is defined in Section 162(m) of the Internal Revenue Code of 1986, as amended, or the Code. Mr. Grayson is the chairman of the compensation committee. The composition of our compensation committee meets the requirements for independence under current listing standards of the NASDAQ Stock Market and current SEC rules and regulations. The principal duties and responsibilities of our compensation committee include, among other things:

- reviewing and approving, or recommending that our board of directors approve, the compensation of our executive officers;
- reviewing and recommending to our board of directors the compensation of our directors;
- reviewing and approving, or recommending that our board of directors approve, the terms of compensatory arrangements with our executive officers;
- administering our stock and equity incentive plans;
- reviewing and approving, or recommending that our board of directors approve, incentive compensation and equity plans; and
- reviewing and establishing general policies relating to compensation and benefits of our employees and reviewing our overall compensation philosophy.

Our compensation committee will operate under a written charter, to be effective immediately prior to the completion of this offering, that satisfies the applicable rules of the SEC and the listing standards of the NASDAQ Stock Market.

Nominating and Corporate Governance Committee

Our nominating and corporate governance committee, which will be established prior to the completion of this offering, will consist of three directors, Messrs. Grayson, Henshall and Mathy. Mr. Henshall will be the chairman of the nominating and corporate governance committee. The composition of our nominating and governance committee meets the requirements for independence under current listing standards of the NASDAQ Stock Market and current SEC rules and regulations. The nominating and corporate governance committee's responsibilities include, among other things:

- identifying, evaluating and selecting, or recommending that our board of directors approve, nominees for election to our board of directors and its committees;
- evaluating the performance of our board of directors and of individual directors;

- considering and making recommendations to our board of directors regarding the composition of our board of directors and its committees;
- reviewing developments in corporate governance practices;
- evaluating the adequacy of our corporate governance practices and reporting;
- developing and making recommendations to our board of directors regarding corporate governance guidelines and matters; and
- overseeing an annual evaluation of the board's performance.

Our nominating and governance committee will operate under a written charter, to be effective immediately prior to the completion of this offering, that satisfies the applicable rules of the SEC and the listing standards of the NASDAQ Stock Market.

Code of Business Conduct and Ethics

In connection with this offering, we intend to adopt a Code of Business Conduct and Ethics, or the Code of Conduct, applicable to all of our employees, executive officers and directors. Following the completion of this offering, the Code of Conduct will be available on our website at www.everbridge.com. The nominating and corporate governance committee of our board of directors will be responsible for overseeing the Code of Conduct and must approve any waivers of the Code of Conduct for employees, executive officers and directors. We expect that any amendments to the Code of Conduct, or any waivers of its requirements, will be disclosed on our website.

Compensation Committee Interlocks and Insider Participation

None of our executive officers currently serves, or in the past year has served, as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving on our board of directors or compensation committee. None of the members of our compensation committee is an officer or employee of our company, nor have they ever been an officer or employee of our company.

EXECUTIVE AND DIRECTOR COMPENSATION

2015 Summary Compensation Table

The following table sets forth information regarding compensation earned with respect to the year ended December 31, 2015 by our principal executive officer and the next two most highly compensated executive officers in 2015. These individuals are our named executive officers for 2015.

Name and Principal Position	Year	Salary	Option Awards(1)	Non-equity Incentive Plan Compensation(2)	All Other Compensation	Total
Jaime Ellertson(3)	2015	$250,000	$ 4,040,226	$ 140,000	$ 25,912(4)	$4,456,138
President, Chief Executive Officer and Chairman of the Board of Directors	2014	250,000	—	214,800	75,000(4)	539,800
Kenneth S. Goldman	2015	197,917	971,300	54,600	—	1,223,817
Senior Vice President, Chief Financial Officer and Treasurer						
Nicholas Hawkins(5)	2015	133,656	433,800	98,000	—	665,456
Managing Director, EMEA						

(1) This column reflects the full grant date fair value of options granted during the year as measured pursuant to Financial Accounting Standard Board Accounting Standards Codification Topic 718 (ASC 718) as stock-based compensation in our consolidated financial statements. Unlike the calculations contained in our consolidated financial statements, this calculation does not give effect to any estimate of forfeitures related to service-based vesting, but assumes that the named executive officer will perform the requisite service for the award to vest in full. The assumptions we used in valuing options are described in note (12) to our consolidated financial statements included in this prospectus.

(2) See "—Employment Arrangements—2014 Bonus Plan" and "—Employment Arrangements—2015 Bonus Plan" below for descriptions of the material terms of the plans pursuant to which this compensation was awarded.

(3) Mr. Ellertson is also a member of our board of directors, but did not receive any additional compensation in his capacity as a director.

(4) Includes amounts paid to Mr. Ellertson for company use of his primary residence, vacation residence and boat for company-related events.

(5) Mr. Hawkins' compensation is paid in British pounds; all amounts have been converted to U.S. dollars based on the inverse noon buying rate of the Federal Reserve Bank of New York for the British pound on December 31, 2015.

Outstanding Equity Awards as of December 31, 2015

The following table sets forth certain information about outstanding equity awards granted to our named executive officers that remain outstanding as of December 31, 2015.

	Option awards[1]				
Name	Grant Date	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Option Exercise Price[2] ($)	Option Expiration Date
Jaime Ellertson	3/1/2011	4,348	—	1.32	3/1/2021
	7/15/2015	—	521,253[3]	13.63	7/15/2025
Kenneth S. Goldman	4/22/2015	—	165,218[4]	9.37	4/22/2025
	7/15/2015	—	13,044[5]	13.63	7/15/2025
Nicholas Hawkins	4/22/2015	—	69,566[6]	9.37	4/22/2025
	7/15/2015	—	8,696[7]	13.63	7/15/2025

(1) All of the option awards listed in the table above were granted under our 2008 Equity Incentive Plan, the terms of which are described below under "—Equity Incentive Plans."

(2) All of the option awards listed in the table above were granted with a per share exercise price equal to the fair market value of one share of our common stock on the date of grant, as determined in good faith by our board of directors with the assistance of a third-party valuation expert.

(3) Option vests over a four-year period as to 25% of the common stock underlying the option on July 15, 2016 and as to 75% of the common stock underlying the option in 12 equal quarterly installments at the end of each three-month period thereafter, subject to Mr. Ellertson's continuous service through each vesting date.

(4) Option vests over a four-year period as to 25% of the common stock underlying the option on April 1, 2016 and as to 75% of the common stock underlying the option in 12 equal quarterly installments at the end of each three-month period thereafter, subject to Mr. Goldman's continuous service through each vesting date.

(5) Option vests over a four-year period as to 25% of the common stock underlying the option on July 15, 2016 and as to 75% of the common stock underlying the option in 12 equal quarterly installments at the end of each three-month period thereafter, subject to Mr. Goldman's continuous service through each vesting date.

(6) Option vests over a four-year period as to 25% of the common stock underlying the option on April 20, 2016 and as to 75% of the common stock underlying the option in 12 equal quarterly installments at the end of each three-month period thereafter, subject to Mr. Hawkins' continuous service through each vesting date.

(7) Option vests over a four-year period as to 25% of the common stock underlying the option on July 15, 2016 and as to 75% of the common stock underlying the option in 12 equal quarterly installments at the end of each three-month period thereafter, subject to Mr. Hawkins' continuous service through each vesting date.

See "—Potential Payments upon Termination or Change of Control" for a description of vesting acceleration applicable to stock options held by our named executive officers.

Employment Arrangements

Below are written descriptions of our employment agreements with each of our named executive officers. Each of our named executive officers' employment is "at will" and may be terminated at any time.

Jaime Ellertson. We entered into an employment agreement with Mr. Ellertson in July 2012 setting forth the terms of his employment. Mr. Ellertson was entitled to an initial annual base salary of $250,000, which has not been subsequently increased. Pursuant to the agreement, Mr. Ellertson was granted a restricted stock award of 1,351,349 shares of our common stock in July 2012. Mr. Ellertson is also eligible to receive annual performance bonuses pursuant to the company bonus plans described below, with a target bonus of $200,000 for 2016. Mr. Ellertson's employment agreement also provides for certain severance benefits, the terms of which are described below under "—Potential Payments Upon Termination or Change of Control."

Kenneth S. Goldman. We entered into an employment agreement with Mr. Goldman in April 2015 setting forth the terms of his employment. Mr. Goldman was entitled to an initial annual base salary of $250,000, which was increased in August 2015 to $275,000. Pursuant to the agreement, Mr. Goldman was granted a stock option to purchase 165,218 shares of our common stock in April 2015 that is subject to vesting as to 25% of the underlying shares on April 1, 2016 and as to the remaining shares in equal quarterly installments over 12 quarters thereafter, subject to Mr. Goldman's continued service. Mr. Goldman is also eligible to receive annual performance bonuses pursuant to the company bonus plans described below, with a target bonus of $100,000 for 2016. Mr. Goldman's employment agreement also provides for certain severance benefits, the terms of which are described below under "—Potential Payments Upon Termination or Change on Control."

Nicholas Hawkins. We entered into an employment agreement with Mr. Hawkins in December 2014 setting forth the terms of his employment. Mr. Hawkins was entitled to an initial base salary of approximately $192,000, which has not been subsequently increased. Pursuant to the agreement, Mr. Hawkins was granted a stock option to purchase 69,566 shares of our common stock in April 2015 that is subject to vesting as to 25% of the underlying shares on April 20, 2016 and as to the remaining shares in equal quarterly installments over 12 quarters thereafter, subject to Mr. Hawkins' continued service. Mr. Hawkins is also eligible to receive annual performance bonuses pursuant to the company bonus plans described below, with an initial target bonus of approximately $192,000 for 2016. Mr. Hawkins' employment agreement also provides for certain accelerated vesting benefits, the terms of which are described below under "—Potential Payments Upon Termination or Change on Control."

2014 Bonus Plan

In 2014, our executive officers were eligible to participate in our 2014 management incentive plan, or the 2014 bonus plan. Bonuses were measured as of December 31, 2014 and paid in June 2015. The 2014 bonus plan was designed to motivate and reward executives for the attainment of company-wide performance goals. The annual cash target for Mr. Ellertson was set at $200,000, 65% of which was subject to the achievement of certain sales targets and 35% of which was subject to the achievement of other company objectives. Mr. Ellertson was eligible to receive more than 100% of his target bonus if the company's performance exceeded the targets set forth in the 2014 bonus plan. Mr. Ellertson received a bonus of $214,800 pursuant to the 2014 bonus plan.

2015 Bonus Plan

Messrs. Ellertson, Goldman and Hawkins were eligible to participate in our 2015 management incentive plan, or the 2015 bonus plan. Bonuses were measured as of December 31, 2015 and paid in May 2016. The 2015 bonus plan was designed to motivate and reward executives for the attainment of company-wide performance goals. The annual cash targets for Messrs. Ellertson and Goldman were set at $200,000 and $100,000, respectively, 65% of which was subject to the achievement of certain sales targets and 35% of which was subject to the achievement of other company objectives. The annual cash target for Mr. Hawkins was set at approximately $192,000, 80% of which was subject to the achievement of certain sales targets and 20% of which was subject to the achievement of other company objectives. Messrs. Ellertson, Goldman and Hawkins were eligible to receive more than 100% of their target bonuses if the company's performance exceeded the targets set forth in the 2015 bonus plan. Messrs. Ellertson, Goldman and Hawkins received bonuses of $140,000, $54,600 and $98,000, respectively, pursuant to the 2015 bonus plan.

2016 Bonus Plan

Messrs. Ellertson, Goldman and Hawkins are eligible to participate in our 2016 management incentive plan, or the 2016 bonus plan. Bonuses are measured as of December 31, 2016 and are expected to be calculated in the first quarter of 2017 and paid in April 2017. The 2016 bonus plan is designed to motivate and reward executives for the attainment of company-wide performance goals. The annual cash targets for Messrs. Ellertson and Goldman are set at $200,000 and $100,000, respectively, 90% of which is subject to the achievement of certain sales, customer retention and growth targets and 10% of which is subject to the achievement of other company objectives. The annual cash target for Mr. Hawkins is set at approximately $192,000, 80% of which is subject to the achievement of certain sales targets and 20% of which is subject to the achievement of other company objectives. Messrs. Ellertson, Goldman and Hawkins are eligible to receive more than 100% of their target bonuses if the company's performance exceeds the targets set forth in the 2016 bonus plan.

Potential Payments Upon Termination or Change of Control

Regardless of the manner in which a named executive officer's service terminates, the named executive officer is entitled to receive amounts earned during his term of service, including salary.

Jaime Ellertson. Pursuant to his employment agreement, if Mr. Ellertson's employment with us ends due to his resignation for "good reason" or his termination by us other than for "cause," he is entitled to (1) continued payment of his base salary for twelve months following his termination and (2) payment of premiums for continued health benefits under either the Company's sponsored health care program, or COBRA, for twelve months. If Mr. Ellertson's employment with us ends due to his death or disability, he (or his estate in the event of death) is entitled to continued payment of his base salary for six months following the termination of his employment. Mr. Ellertson's benefits are conditioned, among other things, on his complying with his post-termination obligations under his employment agreement and signing a general release of claims in our favor. In addition, if our company undergoes a change of control and Mr. Ellertson undergoes an involuntary termination of his employment with us or our successor within 12 months following such change of control, 521,253 of Mr. Ellertson's outstanding stock options will vest as to 100% of the then-unvested underlying shares of common stock.

Kenneth S. Goldman. Pursuant to his employment agreement, if Mr. Goldman's employment with us ends due to his resignation for "good reason" or his termination by us other than for "cause," he is entitled to (1) continued payment of his base salary for three months following his termination if his employment with us ends before April 13, 2016 or for six months following his termination if his employment with us ends on or after April 13, 2016 and (2) payment of premiums for continued health benefits under either the Company's sponsored health care program, or COBRA, for the severance period. If Mr. Goldman's employment with us ends due to his death or disability, he (or his estate in the event of death) is entitled to continued payment of his base salary for three months following the termination of his employment. Mr. Goldman's benefits are conditioned, among other things, on his complying with his post-termination obligations under his employment agreement and signing a general release of claims in our favor. In addition, if our company undergoes a change of control, 165,218 of Mr. Goldman's outstanding stock options will vest as to (1) a fraction of the then-unvested underlying shares of common stock equal to the number of months of Mr. Goldman's full-time employment with us divided by forty eight, plus (2) 50% of the remaining then-unvested underlying shares of common stock. In the event that, after giving effect to the accelerated vesting above, our successor does not assume or convert all of Mr. Goldman's remaining unvested shares, or does not offer him equivalently valued options and incentives, Mr. Goldman's outstanding stock options will vest as to all of the then-unvested underlying shares of common stock. Furthermore, if our company undergoes a change of control and Mr. Goldman undergoes an involuntary termination of his employment with us or our successor within 12 months following such change of control, an additional 13,044 of Mr. Goldman's outstanding stock options will vest as to 100% of the then-unvested underlying shares of common stock.

Nicholas Hawkins. If our company undergoes a change of control and our successor does not assume or replace Mr. Hawkins' outstanding stock options with equivalently valued options and incentives, 69,566 of Mr. Hawkins' outstanding stock options will vest as to 25% of the then-unvested underlying shares of common stock. If Mr. Hawkins' outstanding stock options are assumed by our successor and if Mr. Hawkins' employment with our successor ends within 12 months following such change of control due to his termination by our successor other than for "misconduct," these options will vest as to all of the then-unvested underlying shares of common stock. Furthermore, if our company undergoes a change of control and Mr. Hawkins undergoes an involuntary termination of his employment with us or our successor within 12 months following such change of control, an additional 8,696 of Mr. Hawkins' outstanding stock options will vest as to 100% of the then-unvested underlying shares of common stock.

Non-Employee Director Compensation

Historically, we have provided equity-based compensation to certain of our independent directors for the time and effort necessary to serve as a member of our board of directors. However, our directors are not currently entitled to receive any compensation in connection with their service on our board of directors, except for reimbursement of direct expenses incurred in connection with attending meetings of the board or committees thereof.

Our board of directors has adopted a director compensation policy for non-employee directors, which will become effective immediately upon the completion of this offering. The policy provides for the compensation of non-employee directors with cash and equity compensation. Under the policy, each non-employee director will receive an annual board service retainer of $30,000. The chairperson of each of our audit committee, our compensation committee and our nominating and corporate governance committee will receive additional annual committee chair service retainers of $10,000, $5,000 and $5,000, respectively. Other members of our audit committee, our compensation committee and our nominating and corporate governance committee will receive additional annual cash retainers of $3,000 for each such committee of which they are a member. The annual cash compensation amounts set forth above are payable in equal quarterly installments, payable in arrears following the end of each calendar quarter in which the board service occurs, prorated for any partial quarters of service. We will also reimburse all reasonable out-of-pocket expenses incurred by non-employee directors in attending meeting of our board of directors or any committee thereof.

In addition to cash compensation, each non-employee director is eligible to receive the nonqualified stock options described below under our 2016 Equity Incentive Plan, or 2016 Plan. Commencing on the next annual meeting of our stockholders, each continuing non-employee director as of the date of the annual meeting will receive an annual grant of a nonqualified stock option to purchase 7,500 shares of our common stock at an exercise price equal to the fair market value of our common stock on such grant date, which will vest in full on the earlier of the first anniversary of such grant date or the date of the next annual stockholders' meeting, provided that the applicable non-employee director is, as of such vesting date, then a director of our company. All stock options granted under this policy have a term of ten years from the date of grant, subject to earlier termination in connection with a termination of service. Any options granted to a non-employee director pursuant to this policy will become fully vested upon a change in control, as long as such director is providing continuous service as of the date of such change in control. All equity awards under this policy will also be subject to the limitations on compensation payable to non-employee directors set forth in the 2016 Plan.

2015 Director Compensation Table

The following table sets forth information regarding the compensation earned for service on our board of directors during the year ended December 31, 2015 by our directors who were not also our employees. Jaime Ellertson, our President and Chief Executive Officer, is also a member of our board of directors, but did not receive any additional compensation for his service as a director. Mr. Ellertson's compensation as an executive officer is set forth above under "Executive and Director Compensation—2015 Summary Compensation Table."

Name	Fees Earned or Paid in Cash ($)	Option Awards ($)(1)(2)	All Other Compensation ($)	Total ($)
Richard D'Amore	—	$ 131,800	—	$131,800
Bruns Grayson	—	131,800	—	131,800
David Henshall.	—	131,800	—	131,800
Kent Mathy	—	—	—	—
Cinta Putra	—	—	—	—

(1) This column reflects the full grant date fair value for options granted during the year as measured pursuant to Financial Accounting Standard Board Accounting Standards Codification Topic 718 (ASC 718) as stock-based compensation in our consolidated financial statements. Unlike the calculations contained in our consolidated financial statements, this calculation does not give effect to any estimate of forfeitures related to service-based vesting, but assumes that directors will perform the requisite service for the award to vest in full. The assumptions we used in valuing options are described in note (12) to our consolidated financial statements included in this prospectus.

(2) The table below shows the aggregate number of option awards outstanding for each of our non-employee directors as of December 31, 2015:

Name	Option Awards (#)
Richard D'Amore(1)	17,392
Bruns Grayson(1)	17,392
David Henshall(1)	17,392
Kent Mathy(2)	53,190
Cinta Putra	—

(1) Option vests over a three-year period in 12 equal quarterly installments beginning on July 15, 2015, subject to the recipient's continued service on our board of directors through each vesting date. Option will vest in full upon our company undergoing a change of control.

(2) Option is vested in full.

Equity Incentive Plans

2016 Equity Incentive Plan

We expect that our board of directors will adopt and our stockholders will approve prior to the completion of this offering our 2016 Equity Incentive Plan, or 2016 Plan. We do not expect to utilize our 2016 Plan until after the completion of this offering, at which point no further grants will be made under our 2008 Equity Incentive Plan, or 2008 Plan, as described below under "2008 Equity Incentive Plan." No awards have been granted and no shares of our common stock have been issued under our 2016 Plan.

Stock Awards. The 2016 Plan provides for the grant of incentive stock options within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended, or the Code, nonqualified stock options, stock appreciation rights, restricted stock awards, restricted stock unit awards, performance-based stock awards, and other forms of equity compensation, which are collectively referred to as stock awards. Additionally, the 2016 Plan provides for the grant of performance cash awards. Incentive stock options may be granted only to employees. All other awards may be granted to employees, including officers, and to non-employee directors and consultants.

Share Reserve. Initially, the aggregate number of shares of our common stock that may be issued pursuant to stock awards under the 2016 Plan after the 2016 Plan becomes effective is 3,893,118, which is the sum of (1) 2,000,000 shares, (2) the number of shares reserved for issuance under our 2008 Plan at the time our 2016 Plan becomes effective, up to a maximum of 42,934 shares, and shares subject to stock options or other stock awards granted under our 2008 Plan that would have otherwise returned to our 2008 Plan (such as upon the expiration or termination of a stock award prior to vesting), up to a maximum of 1,850,184 shares. The number of shares of our common stock reserved for issuance under our 2016 Plan will automatically increase on January 1 of each year, beginning on January 1, 2017 (assuming the 2016 Plan becomes effective before such date) and continuing through and including January 1, 2026, by 3% of the total number of shares of our capital stock outstanding on December 31 of the preceding calendar year, or a lesser number of shares determined by our board of directors. The maximum number of shares that may be issued upon the exercise of incentive stock options under our 2016 Plan is 6,000,000 shares.

No person may be granted stock awards covering more than 400,000 shares of our common stock under our 2016 Plan during any calendar year pursuant to stock options, stock appreciation rights and other stock awards whose value is determined by reference to an increase over an exercise or strike price of at least 100% of the fair market value on the date the stock award is granted. Additionally, no person may be granted in a calendar year a performance stock award covering more than 250,000 shares or a performance cash award having a maximum value in excess of $500,000. Such limitations are designed to help assure that any deductions to which we would otherwise be entitled with respect to such awards will not be subject to the $1,000,000 limitation on the income tax deductibility of compensation paid to any covered executive officer imposed by Section 162(m) of the Code.

If a stock award granted under the 2016 Plan expires or otherwise terminates without being exercised in full, or is settled in cash, the shares of our common stock not acquired pursuant to the stock award again will become available for subsequent issuance under the 2016 Plan. In addition, the following types of shares under the 2016 Plan may become available for the grant of new stock awards under the 2016 Plan: (1) shares that are forfeited to or repurchased by us prior to becoming fully vested; (2) shares withheld to satisfy income or employment withholding taxes; or (3) shares used to pay the exercise or purchase price of a stock award. Shares issued under the 2016 Plan may be previously unissued shares or reacquired shares bought by us on the open market.

Administration. Our board of directors, or a duly authorized committee thereof, has the authority to administer the 2016 Plan. Our board of directors may also delegate to one or more of our officers the authority to (1) designate employees (other than other officers) to be recipients of certain stock awards, (2) determine the number of shares of common stock to be subject to such stock awards, and (3) specify the other terms and conditions, including the strike price or purchase price and vesting schedule, applicable to such awards. Subject to the terms of the 2016 Plan, our board of directors or the authorized committee, referred to as the plan administrator, determines recipients, dates of grant, the numbers and types of stock awards to be granted and the terms and conditions of the stock awards, including the period of their exercisability and vesting schedule applicable to a stock award. Subject to the limitations set forth below, the plan administrator will also determine the exercise price, strike price or purchase price of awards granted and the types of consideration to be paid for the award.

The plan administrator has the authority to modify outstanding awards under our 2016 Plan. Subject to the terms of our 2016 Plan, the plan administrator has the authority, without stockholder approval, to reduce the exercise, purchase or strike price of any outstanding stock award, cancel any outstanding stock award in exchange for new stock awards, cash or other consideration, or take any other action that is treated as a repricing under generally accepted accounting principles, with the consent of any adversely affected participant.

Stock Options. Incentive and nonqualified stock options are evidenced by stock option agreements adopted by the plan administrator. The plan administrator determines the exercise price for a stock option, within the terms and conditions of the 2016 Plan, provided that the exercise price of a stock option generally cannot be less than 100% of the fair market value of our common stock on the date of grant. Options granted under the 2016 Plan vest at the rate specified by the plan administrator.

The plan administrator determines the term of stock options granted under the 2016 Plan, up to a maximum of 10 years. Unless the terms of an option holder's stock option agreement provide otherwise, if an option holder's service relationship with us, or any of our affiliates, ceases for any reason other than disability, death or cause, the option holder may generally exercise any vested options for a period of three months following the cessation of service. The option term will automatically be extended in the event that exercise of the option following such a termination of service is prohibited by applicable securities laws or our insider trading policy. If an option holder's service relationship with us or any of our affiliates ceases due to disability or death, or an optionholder dies within a certain period following cessation of service, the optionholder or a beneficiary may generally exercise any vested options for a period of 12 months in the event of disability and 18 months in the event of death. In the event of a termination for cause, options generally terminate immediately. In no event may an option be exercised beyond the expiration of its term.

Acceptable consideration for the purchase of common stock issued upon the exercise of a stock option will be determined by the plan administrator and may include (1) cash, check, bank draft or money order, (2) a broker-assisted cashless exercise, (3) the tender of shares of our common stock previously owned by the optionholder, (4) a net exercise of the option if it is an nonqualified stock option, and (5) other legal consideration approved by the plan administrator.

Unless the plan administrator provides otherwise, options generally are not transferable except by will, the laws of descent and distribution, or pursuant to a domestic relations order. An optionholder may designate a beneficiary, however, who may exercise the option following the option holder's death.

Tax Limitations on Incentive Stock Options. The aggregate fair market value, determined at the time of grant, of our common stock with respect to incentive stock options that are exercisable for the first time by an optionholder during any calendar year under all of our stock plans may not exceed $100,000. Options or portions thereof that exceed such limit will be treated as nonqualified stock options. No incentive stock option may be granted to any person who, at the time of the grant, owns or is deemed to own stock possessing more than 10% of our total combined voting power or that of any of our affiliates unless (1) the option exercise price is at least 110% of the fair market value of the stock subject to the option on the date of grant and (2) the term of the incentive stock option does not exceed five years from the date of grant.

Restricted Stock Awards. Restricted stock awards are evidenced by restricted stock award agreements adopted by the plan administrator. Restricted stock awards may be granted in consideration for (1) cash, check, bank draft or money order, (2) services rendered to us or our affiliates, or (3) any other form of legal consideration. Common stock acquired under a restricted stock award may, but need not, be subject to a share repurchase option in our favor in accordance with a vesting schedule as determined by the plan administrator. Rights to acquire shares under a restricted stock award may be transferred only upon such terms and conditions as set by the plan administrator. Except as otherwise provided in the applicable award agreement, restricted stock awards that have not vested will be forfeited upon the participant's cessation of continuous service for any reason.

Restricted Stock Unit Awards. Restricted stock unit awards are evidenced by restricted stock unit award agreements adopted by the plan administrator. Restricted stock unit awards may be granted in consideration for any form of legal consideration or for no consideration. A restricted stock unit award may be settled by cash, delivery of stock, a combination of cash and stock as deemed appropriate by the plan administrator, or in any other form of consideration set forth in the restricted stock unit award agreement. Additionally, dividend equivalents may be credited in respect of shares covered by a restricted stock unit award. Rights under a restricted stock units award may be transferred only upon such terms and conditions as set by the plan administrator. Restricted stock unit awards may be subject to vesting as determined by the plan administrator. Except as otherwise provided in the applicable award agreement, restricted stock units that have not vested will be forfeited upon the participant's cessation of continuous service for any reason.

Stock Appreciation Rights. Stock appreciation rights are evidenced by stock appreciation grant agreements adopted by the plan administrator. The plan administrator determines the strike price for a stock appreciation right, which generally cannot be less than 100% of the fair market value of our common stock on the date of grant. Upon the exercise of a stock appreciation right, we will pay the participant an amount in cash or stock equal to (1) the excess of the per share fair market value of our common stock on the date of exercise over the strike price, multiplied by (2) the number of shares of common stock with respect to which the stock appreciation right is exercised. A stock appreciation right granted under the 2016 Plan vests at the rate specified in the stock appreciation right agreement as determined by the plan administrator.

The plan administrator determines the term of stock appreciation rights granted under the 2016 Plan, up to a maximum of ten years. Unless the terms of a participant's stock appreciation right agreement provides otherwise, if a participant's service relationship with us or any of our affiliates ceases for any reason other than cause, disability or death, the participant may generally exercise any vested stock appreciation right for a period of three months following the cessation of service. The stock appreciation right term will be further extended in the event that exercise of the stock appreciation right following such a termination of service is prohibited by applicable securities laws. If a participant's service relationship with us, or any of our affiliates, ceases due to disability or death, or a participant dies within a certain period following cessation of service, the participant or a beneficiary may generally exercise any vested stock appreciation right for a period of 12 months in the event of disability and 18 months in the event of death. In the event of a termination for cause, stock appreciation rights generally terminate immediately upon the occurrence of the event giving rise to the termination of the individual for cause. In no event may a stock appreciation right be exercised beyond the expiration of its term.

Unless the plan administrator provides otherwise, stock appreciation rights generally are not transferable except by will, the laws of descent and distribution, or pursuant to a domestic relations order. A stock appreciation right holder may designate a beneficiary, however, who may exercise the stock appreciation right following the holder's death.

Performance Awards. The 2016 Plan permits the grant of performance-based stock and cash awards that may qualify as performance-based compensation that is not subject to the $1,000,000 limitation on the income tax deductibility of compensation paid to a covered executive officer imposed by Section 162(m) of the Code. To help assure that the compensation attributable to certain types of performance-based awards will so qualify, our compensation committee can structure such awards so that stock or cash will be issued or paid pursuant to such award only after the achievement of certain pre-established performance goals during a designated performance period.

The performance goals that may be selected include one or more of the following: (1) earnings (including earnings per share and net earnings); (2) earnings before interest, taxes and depreciation; (3) earnings before interest, taxes, depreciation and amortization; (4) total stockholder return; (5) return on equity or average stockholders' equity; (6) return on assets, investment, or capital employed; (7) stock price; (8) margin (including gross margin); (9) income (before or after taxes); (10) operating income; (11) operating income after taxes; (12) pre-tax profit; (13) operating cash flow; (14) sales or revenue targets; (15) increases in revenue or product revenue; (16) expenses and cost reduction goals; (17) improvement in or attainment of working capital levels; (18) economic value added (or an equivalent metric); (19) market share; (20) cash flow; (21) cash flow per share; (22) share price performance; (23) debt reduction; (24) implementation or completion of projects or processes; (25) subscriber satisfaction; (26) stockholders' equity; (27) capital expenditures; (28) debt levels; (29) operating profit or net operating profit; (30) workforce diversity; (31) growth of net income or operating income; (32) billings; and (33) to the extent that an award is not intended to comply with Section 162(m) of the Code, other measures of performance selected by our board of directors.

The performance goals may be based on company-wide performance or performance of one or more business units, divisions, affiliates, or business segments, and may be either absolute or relative to the performance of one or more comparable companies or the performance of one or more relevant indices. Unless specified otherwise (1) in the award agreement at the time the award is granted or (2) in such other document setting forth the performance goals at the time the goals are established, we will appropriately make adjustments in the method of calculating the attainment of performance goals as follows: (a) to exclude restructuring and/or certain other specified nonrecurring charges; (b) to exclude exchange rate effects, as applicable, for non-U.S. dollar denominated goals; (c) to exclude the effects of changes to generally accepted accounting principles; (d) to exclude the effects of any statutory adjustments to corporate tax rates; and (e) to exclude the effects of any "extraordinary items" as determined under generally accepted accounting principles. In addition, we retain the discretion to reduce or eliminate the compensation or economic benefit due upon attainment of the goals. The performance goals may differ from participant to participant and from award to award.

Other Stock Awards. The plan administrator may grant other awards based in whole or in part by reference to our common stock. The plan administrator will set the number of shares under the stock award and all other terms and conditions of such awards.

Changes to Capital Structure. In the event that there is a specified type of change in our capital structure, such as a stock split or recapitalization, appropriate adjustments will be made to (1) the class and maximum number of shares reserved for issuance under the 2016 Plan, (2) the class and maximum number of shares by which the share reserve may increase automatically each year, (3) the class and maximum number of shares that may be issued upon the exercise of incentive stock options, (4) the class and maximum number of shares subject to stock awards that can be granted in a calendar year or as performance stock awards (as established under the 2016 Plan pursuant to Section 162(m) of the Code) and (5) the class and number of shares and exercise price, strike price, or purchase price, if applicable, of all outstanding stock awards.

Corporate Transactions. In the event of certain specified significant corporate transactions, the plan administrator has the discretion to take any of the following actions with respect to stock awards:

- arrange for the assumption, continuation or substitution of a stock award by a surviving or acquiring entity or parent company;

- arrange for the assignment of any reacquisition or repurchase rights held by us to the surviving or acquiring entity or parent company;
- accelerate the vesting of the stock award and provide for its termination prior to the effective time of the corporate transaction;
- arrange for the lapse of any reacquisition or repurchase right held by us;
- cancel or arrange for the cancellation of the stock award in exchange for such cash consideration, if any, as our board of directors may deem appropriate or for no consideration; or
- make a payment equal to the excess of (1) the value of the property the participant would have received upon exercise of the stock award over (2) the exercise price or strike price otherwise payable in connection with the stock award.

Our plan administrator is not obligated to treat all stock awards, even those that are of the same type, in the same manner.

Under the 2016 Plan, a significant corporate transaction is generally the consummation of (1) a sale or other disposition of all or substantially all of our consolidated assets, (2) a sale or other disposition of at least 50% of our outstanding securities, (3) a merger, consolidation or similar transaction following which we are not the surviving corporation, or (4) a merger, consolidation or similar transaction following which we are the surviving corporation but the shares of our common stock outstanding immediately prior to such transaction are converted or exchanged into other property by virtue of the transaction.

Change in Control. The plan administrator may provide, in an individual award agreement or in any other written agreement between a participant and us that the stock award will be subject to additional acceleration of vesting and exercisability or settlement in the event of a change in control. Under the 2016 Plan, a change in control is generally (1) the acquisition by a person or entity of more than 50% of our combined voting power other than by merger, consolidation or similar transaction; (2) a consummated merger, consolidation or similar transaction immediately after which our stockholders cease to own more than 50% of the combined voting power of the surviving entity; or (3) a consummated sale, lease or exclusive license or other disposition of all or substantially all of our consolidated assets.

Amendment and Termination. Our board of directors has the authority to amend, suspend, or terminate our 2016 Plan, provided that such action does not materially impair the existing rights of any participant without such participant's written consent and provided further that certain types of amendments will require the approval of our stockholders. No incentive stock options may be granted after the tenth anniversary of the date our board of directors adopted our 2016 Plan.

2008 Equity Incentive Plan

Our 2008 Equity Incentive Plan, or 2008 Plan, was adopted by our board of directors on March 12, 2008 and approved by our stockholders on May 12, 2008. As of June 30, 2016, 1,219,916 shares of our common stock have been issued pursuant to the exercise of options granted under our 2008 Plan, options to purchase 1,953,239 shares of our common stock were outstanding at a weighted-average exercise price of $9.55 per share and 53,116 shares remained available for future grant under our 2008 Plan. Following this offering, no further grants will be made under our 2008 Plan and all outstanding stock awards granted under our 2008 Plan will continue to be governed by the terms of our 2008 Plan.

Stock Awards. Our 2008 Plan provides for the grant of incentive stock options, nonqualified stock options, stock bonuses and rights to acquire restricted stock, referred to collectively as stock awards, to employees, non-employee directors and consultants providing services to us or our affiliates. The exercise price of stock options may not be less than the fair market value of the stock on the date of grant.

Share Reserve. The aggregate number of shares of our common stock reserved for issuance pursuant to stock awards under the 2008 Plan is 3,226,271 shares, subject to adjustment as provided in the 2008 Plan.

Changes to Capital Structure. In the event that there is a specified type of change in our capital structure, such as a stock split or recapitalization, appropriate adjustments will be made by the board of directors to (1) the class and number of shares available for future grants under the 2008 Plan and (2) the class and number of shares covered by, and the exercise or purchase price of, each outstanding stock award.

Administration. Our board of directors, or a duly authorized committee thereof, each referred to as the plan administrator, has the authority to administer the 2008 Plan. Subject to the terms of the 2008 Plan, the plan administrator may determine recipients, dates of grant, the numbers and types of stock awards to be granted and the terms and conditions of the stock awards, including the period of their exercisability and vesting schedule applicable to a stock award. Subject to the terms of the 2008 Plan, the plan administrator has full authority and discretion to interpret the 2008 Plan, prescribe and rescind rules and regulations related to it, and to amend, terminate or discontinue the 2008 Plan. The board of directors may also delegate authority to one of our officers to designate certain non-officer employees to receive stock awards and to determine the number shares subject to those awards, subject to limits imposed by the board of directors.

Change in Control. In the event of a Change in Control, the plan administrator has the discretion to provide for the assumption of stock awards, the issuance of comparable securities under an incentive program, or, in the case of options, settlement in cash or other property to the extent that the options are vested and have an exercise price less than the price paid per share in the Change in Control. The plan administrator may also accelerate the exercisability or vesting of stock awards. Outstanding options that are not assumed in a Change in Control will terminate as of the Change in Control.

Under the 2008 Plan, a Change in Control is generally defined as the consummation of (1) the sale of voting securities of the Company in which the holders of the voting securities immediately prior to the transaction hold less than 20% of the total combined voting power of the voting securities of the Company or acquiring entity immediately after the transaction; (2) a merger in which the Company is not the surviving entity, unless holders of the Company's voting securities immediately prior to the transaction hold more than 50% of the combined voting power of the voting securities of the surviving entity or its parent immediately after the transaction; (3) a reverse merger in which the Company is the surviving entity but holders of the Company's voting securities immediately prior to the transaction hold less than 50% of the combined voting power of the voting securities of the Company or acquiring entity immediately after the transaction; or (4) the sale, transfer or disposition of all or substantially all of the assets of the Company, except where the holders of the Company's voting securities immediately prior to the transaction receive as a distribution securities possessing more than 50% of the total combined voting power of all outstanding voting securities of the acquiring entity immediately after the transaction.

Amendment and Termination. As noted above, in connection with this offering, our 2008 Plan will be terminated and no further stock awards will be granted thereunder. All outstanding stock awards under the 2008 Plan will continue to be governed by their existing terms.

2016 Employee Stock Purchase Plan

We expect that our board will adopt and our stockholders will approve prior to the closing of this offering our 2016 Employee Stock Purchase Plan, or our 2016 ESPP. We do not expect to grant purchase rights under our 2016 ESPP until after the closing of this offering.

Share Reserve. The maximum number of shares of our common stock that may be issued under our 2016 ESPP is 500,000 shares. Additionally, the number of shares of our common stock reserved for issuance under our 2016 ESPP will automatically increase on January 1 of each year, beginning on January 1, 2017 (assuming the 2016 ESPP becomes effective before such date) and continuing through and including January 1, 2026, by the lesser of (1) 1% of the total number of shares of our common stock outstanding on December 31 of the preceding calendar year, (2) 200,000 shares of our common stock or (3) such lesser number of shares of common stock as determined by our board of directors. Shares subject to purchase rights granted under our 2016 Plan that terminate without having been exercised in full will not reduce the number of shares available for issuance under our 2016 ESPP.

Administration. Our board of directors, or a duly authorized committee thereof, will administer our 2016 ESPP. Our board of directors has delegated its authority to administer our 2016 ESPP to our compensation committee under the terms of the compensation committee's charter.

Limitations. Our employees, including executive officers, and the employees of any of our designated affiliates will be eligible to participate in our 2016 ESPP, provided they may have to satisfy one or more of the following service requirements before participating in our 2016 ESPP, as determined by the administrator: (1) customary employment with us or one of our affiliates for more than 20 hours per week and more than five months per calendar year or (2) continuous employment with us or one of our affiliates for a minimum period of time, not to exceed two years, prior to the first date of an offering. An employee may not be granted rights to purchase stock under our 2016 ESPP (a) if such employee immediately after the grant would own stock possessing 5% or more of the total combined voting power or value of all classes of our common stock or (b) to the extent that such rights would accrue at a rate that exceeds $25,000 worth of our stock for each calendar year that the rights remain outstanding.

Our 2016 ESPP is intended to qualify as an employee stock purchase plan under Section 423 of the Code. The administrator may specify offerings with a duration of not more than 27 months, and may specify one or more shorter purchase periods within each offering. Each offering will have one or more purchase dates on which shares of our common stock will be purchased for the employees who are participating in the offering. The administrator, in its discretion, will determine the terms of offerings under our 2016 ESPP.

A participant may not transfer purchase rights under our 2016 ESPP other than by will, the laws of descent and distribution or as otherwise provided under our 2016 ESPP.

Payroll Deductions. Our 2016 ESPP permits participants to purchase shares of our common stock through payroll deductions up to 15% of their earnings. Unless otherwise determined by the administrator, the purchase price of the shares will be 85% of the lower of the fair market value of our common stock on the first day of an offering or on the date of purchase. Participants may end their participation at any time during an offering and will be paid their accrued contributions that have not yet been used to purchase shares. Participation ends automatically upon termination of employment with us.

Corporate Transactions. In the event of certain specified significant corporate transactions, such as our merger or change in control, a successor corporation may assume, continue or substitute each outstanding purchase right. If the successor corporation does not assume, continue or substitute for the outstanding purchase rights, the offering in progress will be shortened and a new exercise date will be set. The participants' purchase rights will be exercised on the new exercise date and such purchase rights will terminate immediately thereafter.

Amendment and Termination. Our board of directors has the authority to amend, suspend or terminate our 2016 ESPP, at any time and for any reason, provided certain types of amendments will require the approval of our stockholders. Our 2016 ESPP will remain in effect until terminated by our board of directors in accordance with the terms of the 2016 ESPP.

401(k) Plan

We maintain a defined contribution retirement plan that provides eligible U.S. employees with an opportunity to save for retirement on a tax advantaged basis. Eligible employees may defer eligible compensation on a pre-tax basis, up to the statutorily prescribed annual limits on contributions under the Internal Revenue Code of 1986, as amended. Contributions are allocated to each participant's individual account and are then invested in selected investment alternatives according to the participants' directions. Employees are immediately and fully vested in their contributions. The 401(k) plan is intended to be qualified under Section 401(a) of the Code with the 401(k) plan's related trust intended to be tax exempt under Section 501(a) of the Code. As a tax-qualified retirement plan, contributions to the 401(k) plan and earnings on those contributions are not taxable to the employees until distributed from the 401(k) plan.

Limitations on Liability and Indemnification Matters

Upon completion of this offering, our amended and restated certificate of incorporation will contain provisions that limit the liability of our current and former directors for monetary damages to the fullest extent permitted by Delaware law. Delaware law provides that directors of a corporation will not be personally liable for monetary damages for any breach of fiduciary duties as directors, except liability for:

- any breach of the director's duty of loyalty to the corporation or its stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law; or
- any transaction from which the director derived an improper personal benefit.

This limitation of liability does not apply to liabilities arising under federal securities laws and does not affect the availability of equitable remedies such as injunctive relief or rescission.

Our amended and restated certificate of incorporation and our amended and restated bylaws to be in effect upon the completion of this offering will provide that we are required to indemnify our directors to the fullest extent permitted by Delaware law. Our amended and restated bylaws will also provide that, upon satisfaction of certain conditions, we are required to advance expenses incurred by a director in advance of the final disposition of any action or proceeding, and permit us to secure insurance on behalf of any officer, director, employee or other agent for any liability arising out of his or her actions in that capacity regardless of whether we would otherwise be permitted to indemnify him or her under the provisions of Delaware law. Our amended and restated bylaws will also provide our board of directors with discretion to indemnify our officers and employees when determined appropriate by our board of directors. We have entered and expect to continue to enter into agreements to indemnify our directors, executive officers and other employees as determined by the board of directors. With certain exceptions, these agreements provide for indemnification for related expenses including, among other things, attorneys' fees, judgments, fines and settlement amounts incurred by any of these individuals in any action or proceeding. We believe that these provisions and agreements are necessary to attract and retain qualified persons as directors and officers. We also maintain customary directors' and officers' liability insurance.

The limitation of liability and indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws to be in effect upon the completion of this offering may discourage stockholders from bringing a lawsuit against our directors for breach of their fiduciary duty. They may also reduce the likelihood of derivative litigation against our directors and officers, even though an action, if successful, might benefit us and other stockholders. Further, a stockholder's investment may be adversely affected to the extent that we pay the costs of settlement and damage awards against directors and officers as required by these indemnification provisions. At present, there is no pending litigation or proceeding involving any of our directors, officers or employees for which indemnification is sought and we are not aware of any threatened litigation that may result in claims for indemnification.

Rule 10b5-1 Sales Plans

Our directors and executive officers may adopt written plans, known as Rule 10b5-1 plans, in which they will contract with a broker to buy or sell shares of our common stock on a periodic basis. Under a Rule 10b5-1 plan, a broker executes trades pursuant to parameters established by the director or executive officer when entering into the plan, without further direction from them. The director or executive officer may amend a Rule 10b5-1 plan in some circumstances and may terminate a plan at any time. Our directors and executive officers also may buy or sell additional shares outside of a Rule 10b5-1 plan when they are not in possession of material nonpublic

information subject to compliance with the terms of our insider trading policy. Prior to 180 days after the date of this offering, subject to early termination, the sale of any shares under such plan would be subject to the lock-up agreement that the director or executive officer has entered into with the underwriters.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The following is a summary of transactions since January 1, 2013 to which we have been a participant in which the amount involved exceeded or will exceed $120,000, and in which any of our then directors, executive officers or holders of more than 5% of any class of our capital stock at the time of such transaction, or any members of their immediate family, had or will have a direct or indirect material interest, other than compensation arrangements which are described in "Executive and Director Compensation."

Investors' Rights, Voting and Co-Sale Agreements

In connection with our preferred stock financings, we entered into investors' rights, voting and right of first refusal and co-sale agreements containing registration rights, information rights, voting rights and rights of first refusal, among other things, with certain holders of our preferred stock, certain holders of our class A common stock and certain holders of our common stock. These stockholder agreements will terminate upon the closing of this offering, except for the registration rights granted under our investors' rights agreement, as more fully described in "Description of Capital Stock—Registration Rights."

Cinta Putra, Jaime Ellertson and ABS Ventures IX L.P. are parties to our investors' rights agreement, voting agreement and right of first refusal and co-sale agreement. Imad Mouline and Steve Kirchmeier, Ms. Putra's spouse, are parties to our voting agreement and right of first refusal and co-sale agreement.

Employment Arrangements and Separation Agreements

We have entered into employment agreements with our executive officers. For more information regarding these agreements with our named executive officers, see "Executive and Director Compensation—Employment Arrangements."

We entered into a separation agreement with Cinta Putra, our former Chief Financial Officer and Senior Vice President, Business Operations, in November 2014. Pursuant to the agreement, in exchange for a general release of all claims in our favor, we paid (1) cash severance of $125,000 to Ms. Putra in a lump sum, (2) the premiums for continued health benefits for Ms. Putra under COBRA for six months and (3) 100% of Ms. Putra's 2014 performance bonus as if she had fully performed her full duties for the performance period.

Steve Kirchmeier, one of our co-founders, is employed by us as Associate Vice President of Sales. For the years ended December 31, 2013, December 31, 2014 and December 31, 2015, we paid Mr. Kirchmeier total cash compensation of approximately $298,000, $491,000 and $479,000, respectively. From January 1, 2016 to June 30, 2016, we paid Mr. Kirchmeier cash compensation of approximately $208,000. Mr. Kirchmeier is also the husband of Cinta Putra, one of our co-founders and a member of our board of directors.

Stock Repurchases

In January 2015, we repurchased 173,913 shares of common stock from Cinta Putra, a member of our board of directors, at a purchase price of $8.63 per share for aggregate consideration of $1,500,000.

Loans from Our Executive Officers

In 2007, we issued a series of promissory notes in the aggregate principal amount of $180,000 to Cinta Putra, a member of our board of directors who at that time was our Chief Financial Officer and Senior Vice President, Business Operations. The maturity date of each of the promissory notes, as amended, was January 21, 2012. The rate at which interest accrued on the loans fluctuated between 18% and 20% per annum. On September 9, 2013, we and Ms. Putra agreed to cancel the principal and interest due on the loans as payment for the exercise of options to purchase 446,696 shares of our common stock. At the time the loans were cancelled, the principal due on the loans totaled $180,000 and the interest due totaled $333,701.

Stock Option Grants to Directors and Executive Officers

We have granted stock options to our certain of our directors and executive officers. For more information regarding the stock options and stock awards granted to our directors and named executive officers see "Executive and Director Compensation—Equity Incentive Plans."

Indemnification Agreements

We plan to enter into indemnification agreements with each of our directors and executive officers in connection with this offering.
The indemnification agreements and our amended and restated certificate of incorporation and amended and restated bylaws, each to be in effect upon the completion of this offering, require us to indemnify our directors and executive officers to the fullest extent permitted by Delaware law. For more information regarding these agreements, see “Executive and Director Compensation—Limitations on Liability and Indemnification Matters.”

Related Person Transaction Policy

Prior to this offering, we have not had a formal policy regarding approval of transactions with related parties. Prior to the completion of this offering, we expect to adopt a related person transaction policy that sets forth our procedures for the identification, review, consideration and approval or ratification of related person transactions. The policy will become effective immediately upon the execution of the underwriting agreement for this offering. For purposes of our policy only, a related person transaction is a transaction, arrangement or relationship, or any series of similar transactions, arrangements or relationships, in which we and any related person are, were or will be participants in which the amount involves exceeds $120,000. Transactions involving compensation for services provided to us as an employee or director are not covered by this policy. A related person is any executive officer, director or beneficial owner of more than 5% of any class of our voting securities, including any of their immediate family members and any entity owned or controlled by such persons.

Under the policy, if a transaction has been identified as a related person transaction, including any transaction that was not a related person transaction when originally consummated or any transaction that was not initially identified as a related person transaction prior to consummation, our management must present information regarding the related person transaction to our audit committee, or, if audit committee approval would be inappropriate, to another independent body of our board of directors, for review, consideration and approval or ratification. The presentation must include a description of, among other things, the material facts, the interests, direct and indirect, of the related persons, the benefits to us of the transaction and whether the transaction is on terms that are comparable to the terms available to or from, as the case may be, an unrelated third party or to or from employees generally. Under the policy, we will collect information that we deem reasonably necessary from each director, executive officer and, to the extent feasible, significant stockholder to enable us to identify any existing or potential related-person transactions and to effectuate the terms of the policy.

In addition, under our Code of Business Conduct and Ethics, which we intend to adopt in connection with this offering, our employees and directors have an affirmative responsibility to disclose any transaction or relationship that reasonably could be expected to give rise to a conflict of interest.

In considering related person transactions, our audit committee, or other independent body of our board of directors, will take into account the relevant available facts and circumstances including, but not limited to:

- the risks, costs and benefits to us;
- the impact on a director’s independence in the event that the related person is a director, immediate family member of a director or an entity with which a director is affiliated;
- the availability of other sources for comparable services or products; and
- the terms available to or from, as the case may be, unrelated third parties or to or from employees generally.

The policy requires that, in determining whether to approve, ratify or reject a related person transaction, our audit committee, or other independent body of our board of directors, must consider, in light of known circumstances, whether the transaction is in, or is not inconsistent with, our best interests and those of our stockholders, as our audit committee, or other independent body of our board of directors, determines in the good faith exercise of its discretion.

All of the transactions described above were entered into prior to the adoption of the written policy, but all were approved by our board of directors considering similar factors to those described above.

PRINCIPAL AND SELLING STOCKHOLDERS

The following table sets forth the beneficial ownership of our common stock as of June 30, 2016, as adjusted to reflect the sale of common stock offered by us and the selling stockholders in this offering, for:

- each person, or group of affiliated persons, who is known by us to beneficially own more than 5% of our common stock;
- each of our named executive officers;
- each of our directors;
- all of our executive officers and directors as a group; and
- each of the selling stockholders.

The percentage ownership information shown in the table prior to this offering is based upon 20,673,604 shares of common stock outstanding as of June 30, 2016, after giving effect to the conversion of all outstanding shares of class A common stock and preferred stock into an aggregate of 9,519,068 shares of our common stock. The percentage ownership information shown in the table after this offering is based upon 26,923,604 shares outstanding, assuming the sale of 6,250,000 shares of our common stock by us in the offering.

We have determined beneficial ownership in accordance with the rules of the SEC. These rules generally attribute beneficial ownership of securities to persons who possess sole or shared voting power or investment power with respect to those securities. In addition, the rules include shares of common stock issuable pursuant to the exercise of stock options or warrants that are either immediately exercisable or exercisable on or before August 29, 2016, which is 60 days after June 30, 2016. These shares are deemed to be outstanding and beneficially owned by the person holding those options or warrants for the purpose of computing the percentage ownership of that person, but they are not treated as outstanding for the purpose of computing the percentage ownership of any other person. Unless otherwise indicated, the persons or entities identified in this table have sole voting and investment power with respect to all shares shown as beneficially owned by them, subject to applicable community property laws.

Except as otherwise noted below, the address for persons listed in the table is c/o Everbridge, Inc., 25 Corporate Drive, Suite 400, Burlington, Massachusetts 01803.

Name of Beneficial Owner	Shares Beneficially Owned Prior to this Offering		Number of Shares Offered if Underwriters' Option is not Exercised	Shares Beneficially Owned After this Offering if Underwriters' Option is not Exercised		Number of Additional Shares to be Sold if Underwriters' Option is Exercised in Full	Shares Beneficially Owned After this Offering if Underwriters' Option is Exercised in Full	
	Shares	Percentage		Shares	Percentage		Shares	Percentage
5% or greater stockholders:								
ABS Ventures IX, L.P.(1)	6,443,409	31.1%	48,785	6,394,624	23.7%	514,490	5,880,134	21.8%
Jaime Ellertson(2)	2,838,146	13.6	20,488	2,817,658	10.4	216,060	2,601,598	9.6
Cinta Putra(3)	2,199,590	10.6	16,474	2,183,116	8.1	173,737	2,009,379	7.5
Other named executive officers and directors:								
Kenneth S. Goldman(4)	54,891	*	—	54,891	*	—	54,891	*
Nicholas Hawkins(4)	23,913	*	—	23,913	*	—	23,913	*
Richard D'Amore(4)	5,797	*	—	5,797	*	—	5,797	*
Bruns Grayson(1)	6,443,409	31.1	48,785	6,394,624	23.7	514,490	5,880,134	21.8
David Henshall(4)	5,797	*	—	5,797	*	—	5,797	*
Kent Mathy(4)	53,190	*	—	53,190	*	—	53,190	*
All current executive officers and directors as a group (14 persons)(5)	12,366,195	58.2	85,747	12,280,448	44.6	904,287	11,376,161	41.4
Other selling stockholders:								
Entities affiliated with Doughty Hanson & Co.(6)	1,028,187	5.0	7,792	1,020,395	3.8	82,172	938,223	3.5
Patrick Stuver(7)	742,958	3.6	5,565	737,393	2.7	58,683	678,710	2.5
Keene Family Trust(8)	690,785	3.3	5,235	685,550	2.5	55,207	630,343	2.3
Trevor Wheatley-Perry(9)	352,557	1.7	70,511	282,046	1.0	—	282,046	1.0
Second Alpha Partners Fund, LLC(10)	309,178	1.5	2,338	306,840	1.1	24,651	282,189	1.0
Entities affiliated with Eastward Capital Partners(11)	220,649	1.1	100,294	120,355	*	—	120,355	*
InterimCEO, Inc.(12)	10,557	*	1,739	8,818	*	—	8,818	*
Bois d' Arc, LLC(13)	32,193	*	14,802	17,391	*	—	17,391	*
PMC Financial Services Group, LLC(14)	18,740	*	9,370	9,370	*	—	9,370	*
Brook-Garelik, A General Partnership(15)	27,557	*	17,391	10,166	*	—	10,166	*
LF Bowman Family Limited Partnership(16)	6,567	*	6,567	—	*	—	—	*
Drexler Companies, Inc.(17)	1,931	*	1,931	—	*	—	—	*
IMK / JCK Partners, Ltd., L.P. (18)	1,448	*	1,448	—	*	—	—	*
Gila Rira, LLC(19)	3,090	*	3,090	—	*	—	—	*
All other stockholders who received shares in connection with the acquisitions of Cloudfloor Corporation and Vocal Ltd.(20)	69,571	*	24,803	44,768	*	—	44,768	*
All stockholders who received common stock upon the exercise of options(20)	69,775	*	43,745	26,030	*	—	26,030	*
All trusts that received shares in the merger between the Company and National Notification Network, LLC (the "LLC Merger") (20)	193,897	*	122,039	71,858	*	—	71,858	*
All other individuals who are selling only a portion of the common stock they received in the LLC Merger(20)	160,972	*	56,494	104,478	*	—	104,478	*
All individuals who are selling only a portion of the Class A Common they received in the LLC Merger(20)	115,042	*	58,352	56,690	*	—	56,690	*
All other individuals who are selling all of the common stock they received in the LLC Merger(20)	145,342	*	145,342	—	*	—	—	*
All individuals who are selling all of the Class A Common they received in the LLC Merger(20)	133,859	*	132,638	1,221	*	—	1,221	*
All individual retirement accounts that received common stock in the LLC Merger(20)	193,647	*	113,254	80,393	*	—	80,393	*
All individual retirement accounts that received Class A Common in the LLC Merger(20)	64,673	*	58,400	6,273	*	—	6,273	*
All other stockholders that received common stock from secondary transfers(20)	168,274	*	114,631	53,643	*	—	53,643	*
All stockholders that received Class A Common from secondary transfers(20)	60,450	*	46,482	13,968	*	—	13,968	*

* Represents beneficial ownership of less than 1%.

(1) Includes 6,427,583 shares of common stock held by ABS Ventures IX, L.P. Calvert Capital V LLC is the general partner of ABS Ventures IX, L.P. Bruns Grayson, the managing member of Calvert Capital V LLC, has voting and dispositive power with respect to the shares held by ABS Ventures IX, L.P. R. William Burgess, Jr. is also a managing member of Calvert Capital V LLC and shares voting and dispositive power with respect to the securities held by ABS Ventures IX, L.P. Also includes 10,029 shares of common stock issued upon the exercise of warrants between June 30, 2016 and August 29, 2016 held by ABS Ventures IX, L.P. and 5,797 shares of common stock issuable upon the exercise of options that are exercisable on or before August 29, 2016 held by Bruns Grayson. The address of the entities affiliated with ABS Ventures is 950 Winter Street, Suite 2600, Waltham, Massachusetts 02451.

(2) Includes 134,661 shares of common stock issuable upon the exercise of options that are exercisable on or before August 29, 2016 and 173,912 shares of common stock held by Mr. Ellertson's children. All shares of common stock reflected in the table above as being offered and sold by Mr. Ellertson are being offered and sold by Mr. Ellertson and not by his children.

(3) Includes (i) 1,131,628 shares of common stock held by the Steven T. Kirchmeier and Cintawati W. Putra Living Trust Dated May 5, 2015 (the "Living Trust"), of which Ms. Putra and Steven Kirchmeier, Ms. Putra's spouse, are trustees, (ii) 521,739 shares of common stock held by the Cintawati W. Putra 2015 Grantor Retained Annuity Trust (the "Putra Trust"), of which Ms. Putra and Mr. Kirchmeier are trustees, (iii) 521,739 shares of common stock held by the Steven T. Kirchmeier 2015 Grantor Retained Annuity Trust (the "Kirchmeier Trust"), of which Ms. Putra and Mr. Kirchmeier are trustees and (iv) 1,305 shares of common stock issuable upon the exercise of options that are exercisable on or before August 29, 2016 held by Mr. Kirchmeier. Ms. Putra and Mr. Kirchmeier have shared voting and dispositive power over the shares held by the Living Trust, the Putra Trust and the Kirchmeier Trust. All shares of common stock reflected in the table above as being offered and sold by Ms. Putra are being offered and sold by the Living Trust. Ms. Putra is a former employee of our company and Mr. Kirchmeier is a current employee of our company. See "Certain Relationships and Related Party Transactions—Employment Arrangements and Separation Agreements" for a description of material transactions between us, on the one hand, and Ms. Putra and Mr. Kirchmeier, on the other hand, during the past three years.

(4) Consists of shares of common stock issuable upon the exercise of options that are exercisable on or before August 29, 2016.

(5) Includes (i) 6,427,583 shares of common stock held by ABS Ventures, IX, L.P., (ii) 173,912 shares of common stock held by Mr. Ellertson's children, (iii) 1,131,628 shares of common stock held by the Living Trust, of which Ms. Putra and Mr. Kirchemeier are trustees, (iv) 521,739 shares of common stock held by the Putra Trust, of which Ms. Putra and Mr. Kirchemeier are trustees, (v) 521,739 shares of common stock held by the Kirchmeier Trust, of which Ms. Putra and Mr. Kirchmeier are trustees, (vi) 1,305 shares of common stock issuable upon the exercise of options that are exercisable on or before August 29, 2016 held by Mr. Kirchmeier, (vii) 10,029 shares of common stock issuable upon the exercise of warrants that are exercisable on or before August 29, 2016 held by ABS Ventures IV, L.P. and (viii) 580,893 shares of common stock issuable upon the exercise of options that are exercisable on or before August 29, 2016 held by the directors and executive officers.

(6) Includes (i) 934,718 shares of common stock held by DHCT II Nominees Limited and (ii) 93,469 shares of common stock held by Officers Nominees LTD. Richard Lund, Graeme Stening and Richard Hanson serve on the board of directors of DHCT II Nominees Limited and as such may be deemed to share voting and investment power with respect to the shares held by DHCT II Nominees Limited. Officers Nominees Limited is the co-investment vehicle for employees of Doughty Hanson & Co. Through Officers Nominees Limited, (a) Richard Lund holds 3,984 shares of common stock; (b) Graeme Stening holds 1,749 shares of common stock; and (c) Richard Hanson owns 19,130 shares of common stock. Richard Lund, Graeme Stening and Richard Hanson serve on the board of directors of Officers Nominees Limited, and as such may be deemed to share voting and investment power with respect to the shares held by Officers Nominees LTD. DHCT II Nominees Limited and Officers Nominees LTD are parties to an agreement to act together regarding securities of the Company. DHCT II Nominees Limited is offering and selling 7,084 shares of common stock, or 74,702 shares of common stock if the underwriters exercise their option to purchase additional shares in full. Officers Nominees LTD is offering and selling 708 shares of common stock, or 7,470 shares of common stock if the underwriters exercise their option to purchase additional shares in full. The address of the entities affiliated with Doughty Hanson & Co. is 45 Pall Mall, London SW1Y 5JG.

(7) Mr. Stuver is a current employee of our company.

(8) Jean Webb, the trustee of the Keene Family Trust dated May 8, 2006, has sole voting and dispositive power over the shares held by Keene Family Trust dated May 8, 2006. The address of Keene Family Trust dated May 8, 2006 is 2973 Teakwood Place, Costa Mesa, California 92626.

(9) Mr. Wheatley-Perry is a former employee of Vocal Ltd. and of our company. The address of Mr. Wheatley-Perry is 65 Braiswick, Colchester, United Kingdom CO4 5BQ.

(10) Richard Brekka, the managing member of Second Alpha Partners Fund, LLC, has sole voting and dispositive power over the shares held by Second Alpha Partners Fund, LLC. The address of Second Alpha Partners Fund, LLC is 276 Fifth Avenue, Suite 901, New York, New York 10001.

(11) Includes (i) 76,625 shares of common stock held by Eastward Capital Partners V, L.P. ("Partners V"), (ii) 22,867 shares of common stock held by Eastward Capital Partners IV, L.P. ("Partners IV"), (iii) 802 shares of common stock held by Eastward Investors LLC ("Investors LLC" and, together with Partners V and Partners IV, the "Eastwood Entities") and (iv) 120,355 shares of common stock issuable upon exercise of warrants that are exercisable on or before August 29, 2016 held by Partners IV. Eastward Capital Partners V GP, L.P. ("Partners V GP") is the general partner of Partners V and ECP V GP, LLC ("ECP V LLC") is the general partner of Partners V GP. Eastward Capital Partners IV GP, L.P. ("Partners IV GP") is the general partner of Partners IV and ECP IV GP, LLC ("ECP IV LLC") is the general partner of Partners IV GP. Dennis P. Cameron is the Managing Member of each of ECP V LLC and ECP IV

LLC, is the Manager of Investors LLC and has sole voting and dispositive power over the shares held by each of the Eastwood Entities. The Eastwood Entities are offering and selling all of the shares of common stock held by them and Eastwood IV will retain the warrant to purchase shares of common stock held by it following this offering. The address of each of the Eastward Entities is 432 Cherry Street, West Newton, Massachusetts 02465.

(12) InterimCEO, Inc. provided consulting advisory services to Nixle LLC prior to our acquisition of Nixle LLC in December 2014. Robert Jordan, the Chief Executive Officer of InterimCEO, Inc., has sole voting and dispositive power over the shares held by InterimCEO, Inc. The address of InterimCEO, Inc. is 1450 Techny Road, Northbrook Illinois 60062.

(13) Harold C. Merrill and Rosanne Merrill, managers of Bois d'Arc, LLC, share voting and investment power over the shares held by Bois d'Arc, LLC. The address of Bois d'Arc, LLC is 19 Muirfield Circle, Wheaton, Illinois 60189.

(14) Walter E. Buttkus, III, the President of PMC Financial Services Group, LLC, and TC Cheong, the Chief Executive Officer of PMC Financial Services Group, LLC, share voting and investment power over the shares held by PMC Financial Services Group, LLC. The address of PMC Financial Services Group, LLC is 2816 East La Polma Avenue, Anaheim, California 92807.

(15) Sheldon Garelik, The Brook Family Trust dated June 18, 2015 and The Sheldon H. Garelik and Lori J. Garelik Trust dated April 21, 2004 are the general partners of Brook-Garelik, A General Partnership. Sheldon Garelik, Alan S. Brook, as trustee of The Brook Family Trust dated June 18, 2015, and Lori J. Garelkik, as trustee of The Sheldon H. Garelik and Lori J. Garelik Trust dated April 21, 2004, share voting and dispositive power of the shares held by Brook-Garelik, A General Partnership. The address of Brook-Garelik, A General Partnership is 8848 Balboa Boulevard, Northridge, California 91325.

(16) Larry F. Bowman and Connie R. Bowman, general partners of LF Bowman Family Limited Partnership, share voting and investment power over the shares held by LF Bowman Family Limited Partnership. The address of LF Bowman Family Limited Partnership is 1081 Greenbriar Terrace, Holly Lake Ranch, Texas 75765.

(17) Jim Wilson, President of Drexler Companies, Inc., has sole voting and dispositive power over the shares held by Drexler Companies, Inc. The address of Drexler Companies, Inc. is 3030 South 7th Street, Phoenix, Arizona 85040.

(18) Bucks Rocks, LLC is the general partner of IMK/JCK Partners, Ltd., L.P. Ira M. Klemons and Janet Crain Klemons, as the managers of Bucks Rocks, LLC, share voting and dispositive power of the shares held by IMK/JCK Partners, Ltd., L.P. The address of IMK/JCK Partners, Ltd., L.P. is 23 Deer Path Lane, Colts Neck, New Jersey 07722.

(19) Duane S. Hardesty, manager of Gila Rira, LLC, has sole voting and dispositive power over the shares held by Gila Rira, LLC. The address of Gila Rira, LLC is 5040 Little Walnut Road, Silver City, New Mexico 88061.

(20) Consists of selling stockholders not otherwise listed in this table whom within the groups indicated collectively own less than 1% of our common stock. All of the selling stockholders who received common stock upon the exercise of options are former employees of our company. All of the selling stockholders who received common stock in connection with the acquisitions of Cloudfloor Corporation and Vocal Ltd. are current or former employees of Cloudfloor Corporation, Vocal Ltd. and/or our company.

Except as set forth above, no selling stockholder, nor any person or entity having control over any selling stockholder, currently has, nor in the past three years has had, any material relationship with our company, including, without limitation, holding any position or office with our company.

DESCRIPTION OF CAPITAL STOCK

The following description of our capital stock, certain provisions of our amended and restated certificate of incorporation and amended and restated bylaws, as each will be in effect upon the completion of this offering, and certain provisions of Delaware law are summaries. You should also refer to the amended and restated certificate of incorporation and the amended and restated bylaws, which are filed as exhibits to the registration statement of which this prospectus is part. We refer in this section to our amended and restated certificate of incorporation and amended and restated bylaws that we intend to adopt in connection with this offering as our certificate of incorporation and bylaws, respectively.

General

Upon the completion of this offering, our certificate of incorporation will authorize us to issue up to 100,000,000 shares of common stock, $0.001 par value per share, and 10,000,000 shares of preferred stock, $0.001 par value per share, all of which shares of preferred stock will be undesignated. Our board of directors may establish the rights and preferences of the preferred stock from time to time. As of June 30, 2016, after giving effect to the conversion of all outstanding class A common stock and preferred stock into shares of our common stock in connection with the completion of the offering, there would have been an aggregate of 20,673,604 shares of common stock issued and outstanding, held of record by 654 stockholders.

Common Stock

Voting Rights

Upon the completion of this offering, each holder of our common stock is entitled to one vote for each share on all matters submitted to a vote of the stockholders, including the election of directors. Under our amended and restated certificate of incorporation and amended and restated bylaws, each to be in effect upon the completion of this offering, our stockholders will not have cumulative voting rights. Because of this, the holders of a majority of the shares of common stock entitled to vote in any election of directors will be able elect all of the directors standing for election, if they should so choose.

Dividends

Subject to preferences that may be applicable to any then-outstanding preferred stock, holders of common stock will be entitled to receive ratably those dividends, if any, as may be declared from time to time by the board of directors out of legally available funds.

Liquidation

In the event of our liquidation, dissolution or winding up, holders of common stock will be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all of our debts and other liabilities and the satisfaction of any liquidation preference granted to the holders of any then-outstanding shares of preferred stock.

Rights and Preferences

Holders of common stock have no preemptive, conversion or subscription rights and there are no redemption or sinking fund provisions applicable to the common stock. The rights, preferences and privileges of the holders of common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of preferred stock that we may designate in the future.

Class A Common Stock

All currently outstanding shares of Class A common stock will be converted to common stock upon the completion of this offering.

Preferred Stock

All currently outstanding shares of preferred stock will be converted to common stock upon the completion of this offering.

Following the completion of this offering, our board of directors will have the authority, without further action by our stockholders, to issue up to 10,000,000 shares of preferred stock in one or more series, to establish from time to time the number of shares to be included in each such series, to fix the rights, preferences and privileges of the shares of each wholly unissued series and any qualifications, limitations or restrictions thereon, and to increase or decrease the number of shares of any such series, but not below the number of shares of such series then outstanding.

Our board of directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of our common stock. The purpose of authorizing our board of directors to issue preferred stock and determine its rights and preferences is to eliminate delays associated with a stockholder vote on specific issuances. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring or preventing a change in control of us and may adversely affect the market price of our common stock and the voting and other rights of the holders of our common stock. It is not possible to state the actual effect of the issuance of any shares of preferred stock on the rights of holders of common stock until the board of directors determines the specific rights attached to that preferred stock.

We have no present plans to issue any shares of preferred stock.

Options

As of June 30, 2016, options to purchase an aggregate of 1,953,239 shares of common stock were outstanding under our 2008 Plan at a weighted-average exercise price of $9.55 per share. For additional information regarding the terms of our 2008 Plan, see “Executive and Director Compensation—Equity Incentive Plans—2008 Equity Incentive Plan.”

Warrants

As of June 30, 2016, warrants to purchase an aggregate of 130,384 shares of our Series A-1 preferred stock at an exercise price of $2.49 per share were outstanding. The warrant with respect to 10,029 shares was exercised subsequent to June 30, 2016. The warrant with respect to the remaining 120,355 shares will become exercisable for an equivalent number of shares of our common stock upon the completion of this offering. The warrants contain a provision for the adjustment of the exercise price and the number of shares issuable upon the exercise of the applicable warrant in the event of certain stock dividends, stock splits, reorganizations, reclassifications and consolidations.

Registration Rights

After the completion of this offering, certain holders of shares of our common stock, including those shares of our common stock that will be issued upon conversion of our preferred stock in connection with this offering, will be entitled to certain rights with respect to registration of such shares under the Securities Act pursuant to the terms of an investors’ rights agreement. These shares are collectively referred to herein as registrable securities.

The investors’ rights agreement provides the holders of registrable securities with demand, piggyback and S-3 registration rights as described more fully below. As of June 30, 2016, after giving effect to the conversion of all outstanding shares of our class A common stock and preferred stock into shares of our common stock in connection with the completion of the offering, there would have been an aggregate of 12,500,178 registrable securities that were entitled to these demand, piggyback and S-3 registration rights.

Demand Registration Rights

At any time beginning 180 days following the effective date of the registration statement of which this prospectus forms a part, the holders of 20% of the registrable securities have the right to make up to two demands that we file a registration statement under the Securities Act covering at least 20% of the registrable securities then outstanding and with an anticipated aggregate offering price of greater than $10.0 million, net of underwriting discounts and commissions, subject to specified exceptions.

Piggyback Registration Rights

If we register any securities for public sale, the holders of our registrable securities then outstanding will each be entitled to notice of the registration and will have the right to include their shares in the registration statement. The underwriters of any underwritten offering will have the right to limit the number of shares having registration rights to be included in the registration statement, provided that the registration does not include shares of any other selling stockholder. If the registration does not include shares of any other selling stockholder, any or all of the registrable securities may be excluded from such registration.

Registration on Form S-3

If we are eligible to file a registration statement on Form S-3, the holders of our registrable securities have the right to demand that we file registration statements on Form S-3; provided, that the aggregate amount of securities to be sold under the registration statement is at least $3.0 million, net of underwriting discounts and commissions. We are not obligated to effect a demand for registration on Form S-3 by holders of our registrable securities more than twice during any 12-month period, and not more than four times in total. The right to have such shares registered on Form S-3 is further subject to other specified conditions and limitations.

Expenses of Registration

We will pay all expenses relating to any demand, piggyback or Form S-3 registration, other than underwriting discounts and commissions, subject to specified conditions and limitations.

Termination of Registration Rights

The registration rights will terminate three years following the completion of this offering.

Anti-Takeover Provisions

Anti-Takeover Statute

We are subject to Section 203 of the Delaware General Corporation Law, which generally prohibits a publicly held Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years after the date that such stockholder became an interested stockholder, with the following exceptions:

- before such date, the board of directors of the corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;
- upon completion of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction began, excluding for purposes of determining the voting stock outstanding, but not the outstanding voting stock owned by the interested stockholder, those shares owned (1) by persons who are directors and also officers and (2) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

- on or after such date, the business combination is approved by the board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of at least 66 2⁄3% of the outstanding voting stock that is not owned by the interested stockholder.

In general, Section 203 defines a "business combination" to include the following:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;
- subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- any transaction involving the corporation that has the effect of increasing the proportionate share of the stock or any class or series of the corporation beneficially owned by the interested stockholder; or
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits by or through the corporation.

In general, Section 203 defines an "interested stockholder" as an entity or person who, together with the person's affiliates and associates, beneficially owns, or within three years prior to the time of determination of interested stockholder status did own, 15% or more of the outstanding voting stock of the corporation.

Anti-Takeover Effects of Certain Provisions of our Certificate of Incorporation and Bylaws to be in Effect Upon the Completion of this Offering

Our certificate of incorporation will provide for our board of directors to be divided into three classes with staggered three-year terms. Only one class of directors will be elected at each annual meeting of our stockholders, with the other classes continuing for the remainder of their respective three-year terms. Because our stockholders do not have cumulative voting rights, stockholders holding a majority of the shares of common stock outstanding will be able to elect all of our directors. Our certificate of incorporation and bylaws will also provide that directors may be removed by the stockholders only for cause upon the vote of 66 2⁄3% or more of our outstanding common stock. Furthermore, the authorized number of directors may be changed only by resolution of the board of directors, and vacancies and newly created directorships on the board of directors may, except as otherwise required by law or determined by the board, only be filled by a majority vote of the directors then serving on the board, even though less than a quorum.

Our certificate of incorporation and bylaws will also provide that all stockholder actions must be effected at a duly called meeting of stockholders and will eliminate the right of stockholders to act by written consent without a meeting. Our bylaws will also provide that only our chairman of the board, chief executive officer or the board of directors pursuant to a resolution adopted by a majority of the total number of authorized directors may call a special meeting of stockholders.

Our bylaws will also provide that stockholders seeking to present proposals before our annual meeting of stockholders or to nominate candidates for election as directors at a meeting of stockholders must provide timely advance notice in writing, and, subject to applicable law, will specify requirements as to the form and content of a stockholder's notice.

Our certificate of incorporation and bylaws will provide that the stockholders cannot amend many of the provisions described above except by a vote of 66 2⁄3% or more of our outstanding common stock.

The combination of these provisions will make it more difficult for our existing stockholders to replace our board of directors as well as for another party to obtain control of us by replacing our board of directors. Since our

board of directors has the power to retain and discharge our officers, these provisions could also make it more difficult for existing stockholders or another party to effect a change in management. In addition, the authorization of undesignated preferred stock makes it possible for our board of directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to change our control.

These provisions are intended to enhance the likelihood of continued stability in the composition of our board of directors and its policies and to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to reduce our vulnerability to hostile takeovers and to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for our shares and may have the effect of delaying changes in our control or management. As a consequence, these provisions may also inhibit fluctuations in the market price of our stock that could result from actual or rumored takeover attempts. We believe that the benefits of these provisions, including increased protection of our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure our company, outweigh the disadvantages of discouraging takeover proposals, because negotiation of takeover proposals could result in an improvement of their terms.

Choice of Forum

Our certificate of incorporation to be in effect upon the completion of this offering will provide that the Court of Chancery of the State of Delaware will be the exclusive forum for any derivative action or proceeding brought on our behalf; any action asserting a breach of fiduciary duty owed by any of our directors, officers or employees to us or our stockholders; any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our certificate of incorporation or our bylaws; or any action asserting a claim against us that is governed by the internal affairs doctrine. Several lawsuits have been filed in Delaware challenging the enforceability of similar choice of forum provisions and it is possible that a court determines such provisions are not enforceable.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Computershare Trust Company, N.A. The transfer agent’s address is 250 Royall Street, Canton, Massachusetts 02021.

Listing

We have applied for listing of our common stock on the NASDAQ Global Market under the trading symbol “EVBG.”

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, no public market existed for our common stock, and although we expect that our common stock will be approved for listing on the NASDAQ Global Market, we cannot assure investors that there will be an active public market for our common stock following this offering. We cannot predict what effect, if any, sales of our shares in the public market or the availability of shares for sale will have on the market price of our common stock. Future sales of substantial amounts of common stock in the public market, including shares issued upon exercise of outstanding options or warrants, or the perception that such sales may occur, however, could adversely affect the market price of our common stock and also could adversely affect our future ability to raise capital through the sale of our common stock or other equity-related securities at times and prices we believe appropriate.

Based on our shares outstanding as of June 30, 2016, upon completion of this offering, 26,923,604 shares of our common stock will be outstanding.

All of the shares of common stock sold in this offering will be freely tradable without restrictions or further registration under the Securities Act, except for any shares sold to our "affiliates," as that term is defined under Rule 144 under the Securities Act. The remaining 20,673,604 outstanding shares of common stock held by existing stockholders are "restricted securities," as that term is defined in Rule 144 under the Securities Act. Restricted securities may be sold in the public market only if the offer and sale is registered under the Securities Act or if the offer and sale of those securities qualifies for exemption from registration, including exemptions provided by Rules 144 and 701 promulgated under the Securities Act.

As a result of lock-up agreements and market standoff provisions described below and the provisions of Rules 144 and 701, the restricted securities will be available for sale in the public market as follows:

- 9,349,045 shares will be eligible for immediate sale upon the completion of this offering; and
- approximately 17,654,056 shares will be eligible for sale upon expiration of lock-up agreements and market standoff provisions described below, beginning 181 days after the date of this prospectus, subject in certain circumstances to the volume, manner of sale and other limitations under Rule 144 and Rule 701.

We may issue shares of our common stock from time to time for a variety of corporate purposes, including in capital-raising activities through future public offerings or private placements, in connection with exercise of stock options and warrants, vesting of restricted stock units and other issuances relating to our employee benefit plans and as consideration for future acquisitions, investments or other purposes. The number of shares of our common stock that we may issue may be significant, depending on the events surrounding such issuances. In some cases, the shares we issue may be freely tradable without restriction or further registration under the Securities Act; in other cases, we may grant registration rights covering the shares issued in connection with these issuances, in which case the holders of the common stock will have the right, under certain circumstances, to cause us to register any resale of such shares to the public.

Rule 144

In general, persons who have beneficially owned restricted shares of our common stock for at least six months, and any affiliate of the company who owns either restricted shares of our common stock, are entitled to sell their securities without registration with the SEC under an exemption from registration provided by Rule 144 under the Securities Act.

Non-Affiliates

Any person who is not deemed to have been one of our affiliates at the time of, or at any time during the three months preceding, a sale may sell an unlimited number of restricted securities under Rule 144 if:

- the restricted securities have been held for at least six months, including the holding period of any prior owner other than one of our affiliates;

- we have been subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale; and
- we are current in our Exchange Act reporting at the time of sale.

Any person who is not deemed to have been an affiliate of ours at the time of, or at any time during the three months preceding, a sale and has held the restricted securities for at least one year, including the holding period of any prior owner other than one of our affiliates, will be entitled to sell an unlimited number of restricted securities without regard to the length of time we have been subject to Exchange Act periodic reporting or whether we are current in our Exchange Act reporting.

Affiliates

Persons seeking to sell restricted securities who are our affiliates at the time of, or any time during the three months preceding, a sale, would be subject to the restrictions described above. They are also subject to additional restrictions, by which such person would be required to comply with the manner of sale and notice provisions of Rule 144 and would be entitled to sell within any three-month period only that number of securities that does not exceed the greater of either of the following:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately 270,000 shares immediately after the completion of this offering based on the number of shares outstanding as of June 30, 2016; or
- the average weekly trading volume of our common stock on the NASDAQ Global Market during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Rule 701

In general, under Rule 701 a person who purchased shares of our common stock pursuant to a written compensatory plan or contract and who is not deemed to have been one of our affiliates during the immediately preceding 90 days may sell these shares in reliance upon Rule 144, but without being required to comply with the notice, manner of sale or public information requirements or volume limitation provisions of Rule 144. Rule 701 also permits affiliates to sell their Rule 701 shares under Rule 144 without complying with the holding period requirements of Rule 144. All holders of Rule 701 shares, however, are required to wait until 90 days after the date of this prospectus before selling such shares pursuant to Rule 701. As of June 30, 2016, 1,219,971 shares of our outstanding common stock had been issued in reliance on Rule 701 as a result of exercises of stock options. However, all Rule 701 shares are subject to lock-up agreements as described below and in “Underwriting” and will become eligible for sale upon the expiration of the restrictions set forth in those agreements.

Form S-8 Registration Statements

As of June 30, 2016, options to purchase an aggregate 1,953,239 of our common stock were outstanding. As soon as practicable after the completion of this offering, we intend to file with the SEC one or more registration statements on Form S-8 under the Securities Act to register the shares of our common stock that are issuable pursuant to our equity incentive plans, including pursuant to outstanding options. See “Executive and Director Compensation—Equity Incentive Plans” for a description of our equity incentive plans. These registration statements will become effective immediately upon filing. Shares covered by these registration statements will then be eligible for sale in the public markets, subject to vesting restrictions, any applicable lock-up agreements described below and Rule 144 limitations applicable to affiliates.

Lock-Up Agreements

In connection with this offering, we, our directors and officers, and holders of approximately 91% of our equity securities outstanding immediately prior to this offering, including all of the selling stockholders, have agreed,

subject to certain exceptions, not to offer, sell, or transfer any common stock or securities convertible into or exchangeable for our common stock for 180 days after the date of this prospectus without the prior written consent of Credit Suisse Securities (USA) LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated on behalf of the underwriters.

The agreements do not contain any pre-established conditions to the waiver by Credit Suisse Securities (USA) LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated on behalf of the underwriters of any terms of the lock-up agreements. Any determination to release shares subject to the lock-up agreements would be based on a number of factors at the time of determination, including but not necessarily limited to the market price of the common stock, the liquidity of the trading market for the common stock, general market conditions, the number of shares proposed to be sold, contractual obligations to release certain shares subject to the lock-up agreements in the event any such shares are released, subject to certain specific limitations and thresholds, and the timing, purpose and terms of the proposed sale.

In addition to the restrictions contained in the lock-up agreements described above, we have entered into agreements with certain of our security holders, including our investors' rights agreement and agreements governing our equity awards, that contain market stand-off provisions imposing restrictions on the ability of such security holders to offer, sell or transfer our equity securities for a period of 180 days following the date of this prospectus.

Registration Rights

Upon the completion of this offering, the holders of 12,174,258 shares of our common stock, or their transferees, will be entitled to specified rights with respect to the registration of the offer and sale of their shares under the Securities Act. Registration of the offer and sale of these shares under the Securities Act would result in the shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration. See "Description of Capital Stock—Registration Rights" for additional information.

MATERIAL U.S. FEDERAL INCOME TAX AND ESTATE TAX CONSIDERATIONS FOR NON-U.S. HOLDERS

The following is a general discussion of the material U.S. federal income and estate tax consequences of the acquisition, ownership and disposition of our common stock by "Non-U.S. Holders" (as defined below). This discussion is for general information purposes only and does not consider all aspects of U.S. federal income taxation that may be relevant to particular Non-U.S. Holders in light of their individual circumstances or to certain types of Non-U.S. Holders subject to special tax rules, including partnerships or other pass-through entities for U.S. federal income tax purposes, banks, financial institutions or other financial services entities, foreign governments or governmental entities, brokers or dealers in securities or currencies, insurance companies, tax-exempt organizations, pension plans, real estate investment trusts, controlled foreign corporations, passive foreign investment companies, corporations that accumulate earnings to avoid U.S. federal income tax, persons who use or are required to use mark-to-market accounting, persons that hold our shares as part of a "straddle," a "hedge", a "conversion transaction," "synthetic security", integrated investment or other risk reduction strategy, certain former citizens or permanent residents of the United States, persons who hold or receive shares of our common stock pursuant to the exercise of an employee stock option or otherwise as compensation, or investors in pass-through entities (or entities that are treated as disregarded entities for U.S. federal income tax purposes). In addition, this discussion does not address, except to the extent discussed below, the effects of any applicable gift or estate tax, and this discussion does not address the potential application of alternative minimum tax, or any tax considerations that may apply to Non-U.S. Holders of our common stock under state, local or non-U.S. tax laws and any other U.S. federal tax laws.

This discussion is based on the Internal Revenue Code of 1986, as amended, or the Code, and applicable Treasury Regulations, rulings, administrative pronouncements and judicial decisions that are issued and available as of the date of this registration statement, all of which are subject to change or differing interpretations at any time with possible retroactive effect. We have not sought, and will not seek, any ruling from the Internal Revenue Service, or the IRS, with respect to the tax consequences discussed herein, and there can be no assurance that the IRS will not take a position contrary to the tax consequences discussed below or that any position taken by the IRS would not be sustained. This discussion is limited to a Non-U.S. Holder who will hold our common stock as a capital asset within the meaning of the Code (generally, property held for investment). For purposes of this discussion, the term "Non-U.S. Holder" means a beneficial owner of our shares that is not a partnership (or entity or arrangement treated as a partnership for U.S. federal income tax purposes) and is not:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity treated as a corporation) created or organized in the United States or under the laws of the United States or of any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust if (1) a court within the United States can exercise primary supervision over the trust's administration and one or more U.S. persons have the authority to control all of the trust's substantial decisions or (2) the trust has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

If a partnership (or entity or arrangement treated as a partnership for U.S. federal income tax purposes) is a beneficial owner of our common stock, the tax treatment of such partnership and a partner in such partnership generally will depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership holding our shares, you should consult your tax advisor regarding the tax consequences of the purchase, ownership, and disposition of our common stock.

THIS SUMMARY IS NOT INTENDED TO BE TAX ADVICE. PROSPECTIVE INVESTORS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE PARTICULAR U.S. FEDERAL INCOME

TAX CONSEQUENCES TO THEM OF ACQUIRING, OWNING AND DISPOSING OF OUR COMMON STOCK, AS WELL AS ANY TAX CONSEQUENCES ARISING UNDER ANY STATE, LOCAL OR FOREIGN TAX LAWS AND ANY OTHER U.S. FEDERAL TAX LAWS.

Distributions on Our Common Stock

In general, subject to the discussion below under the headings "Information Reporting and Backup Withholding" and "Foreign Accounts," distributions, if any, paid on our common stock to a Non-U.S. Holder (to the extent paid out of our current or accumulated earnings and profits, as determined under U.S. federal income tax principles) will constitute dividends and be subject to U.S. withholding tax at a rate equal to 30% of the gross amount of the dividend, or a lower rate prescribed by an applicable income tax treaty, unless the dividends are effectively connected with a trade or business carried on by the Non-U.S. Holder within the United States. The portion of any distribution that exceeds our current and accumulated earnings and profits will be treated first as reducing the Non-U.S. Holder's basis in its shares of common stock, but not below zero, and to the extent it exceeds the Non-U.S. Holder's basis, as gain from the sale or exchange of our common stock (see "Gain on Sale, Exchange or Other Taxable Disposition of Common Stock" below).

A Non-U.S. Holder who claims the benefit of an applicable income tax treaty generally will be required to satisfy certain certification and other requirements prior to the distribution date. Such Non-U.S. Holders must generally provide us or our paying agent with a properly executed IRS Form W-8BEN or IRS Form W-8BEN-E (or other appropriate form) claiming an exemption from or reduction in withholding under an applicable income tax treaty. Such certificate must be provided before the payment of dividends and must be updated periodically. If tax is withheld in an amount in excess of the amount applicable under an income tax treaty, a refund of the excess amount may generally be obtained by a Non-U.S. Holder by timely filing an appropriate claim for refund with the IRS. Non-U.S. Holders should consult their tax advisors regarding their entitlement to benefits under an applicable income tax treaty.

Dividends that are effectively connected with a Non-U.S. Holder's conduct of a U.S. trade or business generally will not be subject to the 30% U.S. withholding tax if the Non-U.S. Holder files the required forms, including IRS Form W-8ECI, with us or our paying agent. Instead, such Non-U.S. Holder generally will be subject to U.S. federal income tax on those dividends on a net income basis at regular graduated rates in the same manner as if the Non-U.S. Holder were a resident of the United States (except to the extent provided in an applicable income tax treaty, which may require that such dividends be attributable to a U.S. permanent establishment or fixed base in order to be subject to tax as described herein). A corporate Non-U.S. Holder that receives effectively connected dividends may be subject to an additional branch profits tax at a rate of 30% (or such lower rate as may be prescribed by an applicable income tax treaty) on its effectively connected earnings and profits as adjusted under the Code.

Gain on Sale, Exchange or Other Disposition of Our Common Stock

In general, subject to the discussion below under the headings "Information Reporting and Backup Withholding" and "Foreign Accounts," a non-U.S. holder will not be subject to U.S. federal income tax or withholding tax on any gain realized upon such holder's sale, exchange or other disposition of shares of our common stock unless:

(1) the gain is effectively connected with a trade or business carried on by the Non-U.S. Holder within the United States (and, if required by an applicable income tax treaty, attributable to a U.S. permanent establishment or fixed base of the Non-U.S. Holder);

(2) the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of disposition and certain other conditions are met; or

(3) we are or have been a "United States real property holding corporation" for U.S. federal income tax purposes at any time during the shorter of the five-year period ending on the date of disposition or the period that the Non-U.S. Holder held the common stock, and, in the case where shares of our common stock are regularly traded on an established securities market, the Non-U.S. Holder owns, or is treated as owning, more than 5% of our common stock at any time during the foregoing period.

Net gain realized by a Non-U.S. Holder described in clause (1) above generally will be subject to U.S. federal income tax rates in the same manner as if the Non-U.S. Holder were a resident of the United States. Any gains of a corporate Non-U.S. Holder described in clause (1) above may also be subject to an additional "branch profits tax" at a 30% rate (or such lower rate as may be specified by an applicable income tax treaty) on its effectively connected earnings and profits as adjusted under the Code.

Gain realized by an individual Non-U.S. Holder described in clause (2) above will be subject to a flat 30% tax, which gain may be offset by U.S. source capital losses, even though the individual is not considered a resident of the United States.

For purposes of clause (3) above, a corporation generally is a United States real property holding corporation, or USRPHC, if the fair market value of its United States real property interests equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests plus its other assets used or held for use in a trade or business. We believe that we are not, and we do not anticipate that we will become, a USRPHC. However, because the determination of whether we are a USRPHC depends on the fair market value of our U.S. real property interests relative to the fair market value of our other business assets, there can be no assurance that we will not become a USRPHC in the future. Even if we became a USRPHC, a Non-U.S. Holder would not be subject to U.S. federal income tax on a sale, exchange or other taxable disposition of our common stock by reason of our status as an USRPHC so long as our common stock is regularly traded on an established securities market (within the meaning of the applicable regulations) and such Non-U.S. Holder does not own and is not deemed to own (directly, indirectly or constructively) more than 5% of our outstanding common stock at any time during the shorter of the five year period ending on the date of disposition and such holder's holding period. However, no assurance can be provided that our common stock will be regularly traded on an established securities market for purposes of the rules described above. Prospective investors are encouraged to consult their own tax advisors regarding the possible consequences to them if we are, or were to become, a USRPHC.

Information Reporting and Backup Withholding

Generally, we must report annually to the IRS and to each Non-U.S. Holder the amount of dividends paid, the name and address of the recipient, and the amount, if any, of tax withheld. These information reporting requirements apply even if withholding was not required because the dividends were effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States or withholding was reduced by an applicable income tax treaty. Under applicable income tax treaties or other agreements, the IRS may make its reports available to the tax authorities in the Non-U.S. Holder's country of residence or country in which the Non-U.S. Holder was established.

Dividends paid to a Non-U.S. Holder that is not an exempt recipient generally will be subject to backup withholding, currently at a rate of 28%, unless the Non-U.S. Holder certifies to the payor as to its foreign status, which certification may generally be made on an applicable IRS Form W-8.

Proceeds from the sale or other disposition of common stock by a Non-U.S. Holder effected by or through a U.S. office of a broker will generally be subject to information reporting and backup withholding, currently at a rate of 28%, unless the Non-U.S. Holder certifies to the withholding agent under penalties of perjury as to, among other things, its name, address and status as a Non-U.S. Holder or otherwise establishes an exemption. Payment of disposition proceeds effected outside the United States by or through a non-U.S. office of a non-U.S. broker generally will not be subject to information reporting or backup withholding if the payment is not received in the United States. Information reporting, but generally not backup withholding, will apply to such a payment if the broker has certain connections with the United States unless the broker has documentary evidence in its records that the beneficial owner thereof is a Non-U.S. Holder and specified conditions are met or an exemption is otherwise established.

Backup withholding is not an additional tax. Any amount withheld under the backup withholding rules from a payment to a Non-U.S. Holder that results in an overpayment of taxes generally will be refunded, or credited against the holder's U.S. federal income tax liability, if any, provided that the required information is timely furnished to the IRS.

Foreign Accounts

A U.S. federal withholding tax of 30% may apply to dividends on, and the gross proceeds of, a disposition of our common stock paid to a "foreign financial institution" (as specially defined under applicable rules) unless such institution enters into an agreement with the U.S. government to withhold on certain payments and to collect and provide to the U.S. tax authorities substantial information regarding certain U.S. account holders of such institution (which includes certain equity holders of such institution, as well as certain account holders that are foreign entities with U.S. owners) or otherwise qualifies for an exemption from these rules. This U.S. federal withholding tax of 30% will also apply to payments of dividends on, and the gross proceeds of, a disposition of our common stock paid to a non-financial foreign entity (as specifically defined by applicable rules), unless such entity either certifies it does not have any substantial direct or indirect U.S. owners or provides the withholding agent with a certification identifying substantial direct and indirect U.S. owners of the entity or otherwise qualifies for an exemption from these rules. The withholding tax described above will not apply if the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from the rules. Under certain circumstances, a Non-U.S. Holder might be eligible for refunds or credits of such taxes. The U.S. has entered into agreements with certain countries that modify these general rules for entities resident in those countries. Prospective investors are encouraged to consult with their own tax advisors regarding the possible implications of these rules on their investment in our common stock.

The withholding provisions described above currently apply to payments of dividends on our common stock and will apply to payments of gross proceeds from a sale or other disposition of our common stock by a foreign financial institution on or after January 1, 2019.

U.S. Federal Estate Tax

An individual who at the time of death is not a citizen or resident of the United States and who is treated as the owner of, or has made certain lifetime transfers of, an interest in our common stock will be required to include the value thereof in his or her taxable estate for U.S. federal estate tax purposes, and may be subject to U.S. federal estate tax unless an applicable estate tax treaty provides otherwise. The test for whether an individual is a resident of the United States for U.S. federal estate tax purposes differs from the test used for U.S. federal income tax purposes. Some individuals, therefore, may be "Non-U.S. Holders" for U.S. federal income tax purposes, but not for U.S. federal estate tax purposes, and vice versa.

UNDERWRITING

Under the terms and subject to the conditions contained in an underwriting agreement dated , 2016, we and the selling stockholders have agreed to sell to the underwriters named below, for whom Credit Suisse Securities (USA) LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated are acting as representatives, the following respective numbers of shares of common stock:

Name	Number of Shares
Credit Suisse Securities (USA) LLC	
Merrill Lynch, Pierce, Fenner & Smith Incorporated	
Stifel, Nicolaus & Company, Incorporated	
Pacific Crest Securities, a division of KeyBanc Capital Markets Inc.	
Raymond James & Associates, Inc.	
Canaccord Genuity Inc.	
William Blair & Company, L.L.C.	
Total	7,500,000

The underwriting agreement provides that the underwriters are obligated to purchase all the shares of common stock in the offering if any are purchased, other than those shares covered by the over-allotment option described below. The underwriting agreement also provides that if an underwriter defaults, the purchase commitments of non-defaulting underwriters may be increased or the offering may be terminated.

Certain of the selling stockholders have granted to the underwriters a 30-day option to purchase up to 1,125,000 additional shares at the initial public offering price less the underwriting discounts and commissions. The option may be exercised only to cover any over-allotments of common stock.

The underwriters propose to offer the shares of common stock initially at the public offering price on the cover page of this prospectus and to selling group members at that price less a selling concession of $ per share. After the initial public offering the representatives may change the public offering price and concession.

The following table summarizes the compensation and estimated expenses we and the selling stockholders will pay:

	Per Share		Total	
	Without Over-allotment	With Over-allotment	Without Over-allotment	With Over-allotment
Underwriting discounts and commissions paid by us	$	$	$	$
Expenses payable by us				
Underwriting discounts and commissions paid by selling stockholders				
Expenses payable by selling stockholders				

The estimated offering expenses payable by us, exclusive of the estimated underwriting discounts and commissions, are approximately $3.5 million. We have agreed to reimburse the underwriters for all expenses and fees related to the review by the Financial Industry Regulatory Authority up to $35,000.

The representatives have informed us that the underwriters do not expect sales to accounts over which the underwriters have discretionary authority to exceed 5% of the shares of common stock being offered.

We, the selling stockholders, all our directors and executive officers and certain other stockholders and holders of stock options have agreed that, without the prior written consent of Credit Suisse Securities (USA) LLC and

Merrill Lynch, Pierce, Fenner & Smith Incorporated, on behalf of the underwriters, we and they will not, during the period ending 180 days after the effective date of the registration statement of which this prospectus is a part:

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of our common stock or any securities convertible into or exercisable or exchangeable for shares of our common stock; or

- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of our common stock.

The restrictions described in the immediately preceding paragraph to do not apply to:

- the sale of shares to the underwriters;

- the issuance by us of shares of common stock upon the exercise of an option or a warrant or the conversion of a security outstanding on the date of this prospectus and disclosed in the prospectus;

- the issuance by us of shares or options to purchase shares of common stock pursuant to our equity plans outstanding on the date of this prospectus and disclosed in the prospectus;

- the filing by us of a registration statement with the SEC on Form S-8 relating to the offering of securities in accordance with the terms of a plan in effect on the date of this prospectus and described in the prospectus;

- the entry by us into an agreement providing for the issuance by us of shares of common stock or any security convertible into or exercisable for shares of common stock in connection with the acquisition by us or our subsidiaries of the securities, business, property or other assets of another person or entity or the entry into a joint venture; provided, that the aggregate number of shares of common stock that we may sell or issue or agree to sell or issue as described in this bullet point shall not exceed 10% of the total number of our shares of common stock issued and outstanding (on an as-converted or as-exercised basis, as the case may be) immediately following the completion of the offering; and provided further, that each recipient of such shares of common stock or securities convertible into or exercisable for common stock will execute a lock-up agreement;

- transactions by a security holder relating to shares of common stock or other securities acquired in open market transactions after the completion of the offering, provided that no filing under the Exchange Act will be required or will be voluntarily made in connection with subsequent sales of common stock or other securities acquired in such open market transactions prior to or after the expiration of the lock-up period (other than a filing on form 5 made after the expiration of the lock-up period);

- the transfer by a security holder of shares of common stock or any securities convertible into or exercisable or exchangeable for common stock (1) to an immediate family member or trust for the benefit of such security holder or an immediate family member, (2) by bona fide gift or for bona fide estate planning purposes, (3) by will or intestacy or to any trust for the benefit of such security holder or an immediate family member, (4) pursuant to a court order, or by operation of law, as a result of divorce, (5) to a limited liability company or partnership wholly-owned and controlled by the security holder, (6) if the security holder is a corporation, partnership or limited liability company, to any controlled subsidiary of such entity, or to the partners, members, or stockholders of such entity as part of a distribution, (7) to any investment fund or other entity controlled or managed by the security holder, or (8) if the security holder is a trust, to any beneficiary of such security holder or the estate of any such beneficiary; provided that in each case, (a) each transferee, trustee, donee or distributee signs and delivers a lock-up agreement, (b) such transfer will not involve a disposition for value and (c) no filing or public announcement by any party under the Exchange Act or otherwise will be required or voluntarily made in connection with such transfer prior to or after the expiration of the lock-up period

(other than a filing on form 5 made after the expiration of the lock-up period, which clearly indicate in the footnotes thereto that, with respect to a transfer pursuant to clauses (1), (2) or (3) above, such transfer is not a transfer for value and, with respect to a transfer pursuant to clause (4) above, such transfer is by operation of law or court order in connection with a divorce settlement);

- the transfer by a security holder to us in connection with the net exercise or cashless exercise of an option or other securities to purchase shares of common stock granted under an employee benefit plan described in this prospectus and outstanding on the date hereof; provided that any filing under the Exchange Act made after the expiration of the lock-up period will clearly indicate in the footnote thereto that (a) such transfer relates to the net or cashless exercise, (b) no securities were sold by the reporting person and (c) the securities received upon the net or cashless exercise are subject to a lock-up agreement with the underwriters;

- the transfer by a security holder to us pursuant to our right to repurchase securities in connection with the termination of such security holder's service relationship with us; provided that any filing under the Exchange Act made after the expiration of the lock-up period will clearly indicate in the footnote thereto that the filing relates to a repurchase by us and no other securities were sold by the reporting person; and

- the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of common stock, provided that the plan does not provide for the transfer of common stock during the lock-up period and no public announcement or filing under the Exchange Act regarding the establishment of such plan will be required of or voluntarily made by or on behalf of the security holder or us prior to the expiration of the lock-up period.

In addition, we and each of the above persons agrees that, without the prior written consent of Credit Suisse Securities (USA) LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated on behalf of the underwriters, we or such other person will not, during the period ending 180 days after the effective date of registration statement of which this prospectus is a part, file, make any demand for, or exercise any right with respect to, the registration of any shares of common stock or any security convertible into or exercisable or exchangeable for common stock.

Credit Suisse Securities (USA) LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, in their sole discretion, may release the common stock and other securities subject to the lock-up agreements described in the preceding in whole or in part at any time with or without notice; provided, however, that if the release is granted for one of our officers or directors, (i) Credit Suisse Securities (USA) LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, on behalf of the underwriters, agree that at least three business days before the effective date of the release or waiver, Credit Suisse Securities (USA) LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, on behalf of the underwriters, will notify us of the impending release or waiver, and (ii) we are obligated to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. The agreements do not contain any pre-established conditions to the waiver by Credit Suisse Securities (USA) LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated on behalf of the underwriters of any terms of the lock-up agreements. Any determination to release shares subject to the lock-up agreements would be based on a number of factors at the time of determination, including but not necessarily limited to the market price of the common stock, the liquidity of the trading market for the common stock, general market conditions, the number of shares proposed to be sold, contractual obligations to release certain shares subject to the lock-up agreements in the event any such shares are released, subject to certain specific limitations and thresholds, and the timing, purpose and terms of the proposed sale.

We and the selling stockholders have agreed to indemnify the underwriters against certain liabilities under the Securities Act, or contribute to payments that the underwriters may be required to make in that respect.

We have applied to have the shares of common stock authorized for listing on the NASDAQ Global Market under the symbol "EVBG."

In connection with the offering the underwriters may engage in stabilizing transactions, over-allotment transactions, syndicate covering transactions and penalty bids in accordance with Regulation M under the Exchange Act.

- Stabilizing transactions permit bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum.

- Over-allotment involves sales by the underwriters of shares in excess of the number of shares the underwriters are obligated to purchase, which creates a syndicate short position. The short position may be either a covered short position or a naked short position. In a covered short position, the number of shares over-allotted by the underwriters is not greater than the number of shares that they may purchase in the over-allotment option. In a naked short position, the number of shares involved is greater than the number of shares in the over-allotment option. The underwriters may close out any covered short position by either exercising their over-allotment option and/or purchasing shares in the open market.

- Syndicate covering transactions involve purchases of the common stock in the open market after the distribution has been completed in order to cover syndicate short positions. In determining the source of shares to close out the short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the over-allotment option. If the underwriters sell more shares than could be covered by the over-allotment option, a naked short position, the position can only be closed out by buying shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there could be downward pressure on the price of the shares in the open market after pricing that could adversely affect investors who purchase in the offering.

- Penalty bids permit the representatives to reclaim a selling concession from a syndicate member when the common stock originally sold by the syndicate member is purchased in a stabilizing or syndicate covering transaction to cover syndicate short positions.

These stabilizing transactions, syndicate covering transactions and penalty bids may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of the common stock. As a result the price of our common stock may be higher than the price that might otherwise exist in the open market. These transactions may be effected on The NASDAQ Global Market or otherwise and, if commenced, may be discontinued at any time.

A prospectus in electronic format will be made available on the websites maintained by one or more of the underwriters, or selling group members, if any, participating in this offering and one or more of the underwriters participating in this offering may distribute prospectuses electronically. The representatives may agree to allocate a number of shares to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the underwriters and selling group members that will make Internet distributions on the same basis as other allocations.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for us or our affiliates, for which they received or will receive customary fees and expenses.

Pricing the Offering

Prior to this offering, there has been no public market for our common stock. The initial public offering price was determined by negotiations between us and the representatives. Among the factors considered in determining the initial public offering price were our future prospects and those of our industry in general, our sales, earnings and

certain other financial and operating information in recent periods, and the price-earnings ratios, price-sales ratios, market prices of securities, and certain financial and operating information of companies engaged in activities similar to ours.

Notice to Investors in the European Economic Area

In relation to each Member State of the European Economic Area that has implemented the Prospectus Directive, each, a Relevant Member State, each underwriter represents and agrees that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State, or the Relevant Implementation Date, it has not made and will not make an offer of our common stock to the public in that Relevant Member State prior to the publication of a prospectus in relation to our common stock that has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of our common stock to the public in that Relevant Member State at any time:

- to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the manager for any such offer; or
- in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of our common stock shall require the publication by the issuer or any underwriter of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer to the public” in relation to any shares of our common stock in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and our common stock to be offered so as to enable an investor to decide to purchase or subscribe our common stock, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Member State and the expression Prospectus Directive means Directive 2003/71/EC and (and amendments thereto, including Directive 2010/73/EU, to the extent implemented in each Relevant Member State) includes any relevant implementing measure in each Relevant Member State.

Notice to Prospective Investors in Canada

The common stock may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the common stock must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 *Underwriting Conflicts* (**NI 33-105**), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Notice to Investors in the United Kingdom

Each underwriter:

- has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity within the meaning of section 21 of the Financial Services and Markets Act 2000, or FSMA, in connection with the sale or issue of common stock in circumstances in which section 21 of FSMA does not apply to such underwriter; and
- has complied with, and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the shares of common stock in, from or otherwise involving the United Kingdom.

This prospectus is directed solely at persons who (i) are outside the United Kingdom, (ii) have professional experience in matters relating to investments or (iii) are persons falling within Article 49(2)(a) to (d) of The Financial Services and Markets Act (Financial Promotion) Order 2005 (all such persons together being referred to as Relevant Persons). This prospectus must not be acted on or relied on by persons who are not Relevant Persons. Any investment or investment activity to which this prospectus relates is available only to relevant persons and will be engaged in with Relevant Persons only.

Notice to Prospective Investors in Switzerland

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange, or SIX, or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, the company, or our shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA, and the offer of shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes, or the CISA. The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares.

Notice to Prospective Investors in the Dubai International Financial Centre

This prospectus relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority, or the DFSA. This prospectus is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth herein and has no responsibility for the prospectus. The shares to which this prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the shares offered should conduct their own due diligence on the shares. If you do not understand the contents of this prospectus you should consult an authorized financial advisor.

Notice to Prospective Investors in Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission, or the ASIC, in relation to the offering. This prospectus does not constitute a prospectus, product disclosure statement or other disclosure document under the

Corporations Act 2001, the Corporations Act, and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the shares may only be made to persons, the Exempt Investors, who are "sophisticated investors" (within the meaning of section 708(8) of the Corporations Act), "professional investors" (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the shares without disclosure to investors under Chapter 6D of the Corporations Act.

The shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring shares must observe such Australian on-sale restrictions.

This prospectus contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

Notice to Prospective Investors in Hong Kong

The shares of common stock have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance. No advertisement, invitation or document relating to the common stock has been or may be issued or has been or may be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to common stock which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Notice to Prospective Investors in Japan

The shares of common stock have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and, accordingly, will not be offered or sold, directly or indirectly, in Japan, or for the benefit of any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person, except in compliance with all applicable laws, regulations and ministerial guidelines promulgated by relevant Japanese governmental or regulatory authorities in effect at the relevant time. For the purposes of this paragraph, "Japanese Person" shall mean any person resident in Japan, including any corporation or other entity organized under the laws of Japan.

Notice to Prospective Investors in Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Non-CIS Securities may not be circulated or distributed, nor may the Non-CIS Securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore, the SFA, (ii) to a relevant person pursuant to

Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Non-CIS Securities are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Non-CIS Securities pursuant to an offer made under Section 275 of the SFA except:

(a) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(b) where no consideration is or will be given for the transfer;

(c) where the transfer is by operation of law;

(d) as specified in Section 276(7) of the SFA; or

(e) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

Other Relationships

In the ordinary course of their various business activities, the underwriters and certain of their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments of the issuer or its affiliates. If the underwriters or their affiliates have a lending relationship with us, the underwriters or their affiliates may hedge, their credit exposure to us consistent with their customary risk management policies. Typically, the underwriters and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities or the securities of our affiliates, including potentially the shares of common stock offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the shares of common stock offered hereby. The underwriters and certain of their affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

LEGAL MATTERS

The validity of the shares of common stock being offered by this prospectus will be passed upon for us by Cooley LLP, Santa Monica, California. Goodwin Procter LLP, Boston, Massachusetts, is representing the underwriters.

EXPERTS

The consolidated financial statements of Everbridge, Inc. as of December 31, 2014 and 2015, and for each of the years in the three-year period ended December 31, 2015, have been included herein in reliance upon the report of KPMG LLP, an independent registered public accounting firm, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing.

The consolidated financial statements of Nixle, LLC as of December 31, 2012 and 2013, and for each of the years in the two-year period ended December 31, 2013, have been included herein and in the registration statement in reliance on the report of Werdann Devito LLC, an independent accounting firm, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of common stock being offered by this prospectus, which constitutes a part of the registration statement. This prospectus, which constitutes part of the registration statement, does not contain all of the information in the registration statement and its exhibits. For further information with respect to us and the common stock offered by this prospectus, we refer you to the registration statement and its exhibits. Statements contained in this prospectus as to the contents of any contract or any other document referred to are not necessarily complete, and in each instance, we refer you to the copy of the contract or other document filed as an exhibit to the registration statement.

You can read our SEC filings, including the registration statement, over the internet at the SEC's website at www.sec.gov. You may also read and copy any document we file with the SEC at its public reference facilities at 100 F Street, N.E., Washington, D.C. 20549. You may also obtain copies of these documents at prescribed rates by writing to the Public Reference Section of the SEC at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference facilities.

Upon completion of this offering, we will be subject to the information reporting requirements of the Exchange Act, and we will file reports, proxy statements and other information with the SEC. These reports, proxy statements and other information will be available for inspection and copying at the public reference room and website of the SEC referred to above. We also maintain a website at www.everbridge.com, at which you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. **However, the information contained in or accessible through our website is not part of this prospectus or the registration statement of which this prospectus forms a part, and investors should not rely on such information in making a decision to purchase our common stock in this offering.**

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NIXLE, LLC

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NIXLE, LLC

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NIXLE, LLC

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Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders
Everbridge, Inc.:

We have audited the accompanying consolidated balance sheets of Everbridge, Inc. and subsidiaries as of December 31, 2014 and 2015, and the related consolidated statements of comprehensive loss, stockholders' deficit, and cash flows for each of the years in the three-year period ended December 31, 2015. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Everbridge, Inc. and subsidiaries as of December 31, 2014 and 2015, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles.

/s/ KPMG LLP

Los Angeles, California
April 15, 2016, except for note 18, as to which the date is September 6, 2016.

EVERBRIDGE, INC. AND SUBSIDIARIES
Consolidated Balance Sheets

	As of December 31,		As of June 30,	Pro Forma as of
	2014	2015	2016	June 30, 2016
	(in thousands, except share data)			
Assets				(unaudited)
Current assets:				
Cash	$ 4,412	$ 8,578	$ 1,048	$
Accounts receivable, net	11,252	15,699	17,213	
Prepaid expenses	715	1,371	2,127	
Other current assets	1,055	3,972	5,413	
Total current assets	17,434	29,620	25,801	
Property and equipment, net	2,655	3,620	3,124	
Capitalized software development costs, net	6,339	8,178	8,980	
Goodwill	7,839	7,839	7,839	
Intangible assets, net	5,723	4,119	3,064	
Other assets	76	133	84	
Total assets	$ 40,066	$ 53,509	48,892	$
Liabilities and Stockholders' Deficit				
Current liabilities:				
Accounts payable	$ 1,745	$ 3,521	$ 2,504	$
Accrued payroll and employee related liabilities	4,881	6,062	6,325	
Accrued expenses	1,493	1,460	1,159	
Line of credit	3,000	—	—	
Term loan	—	830	1,662	
Deferred revenue	27,696	39,159	42,259	
Notes payable	3,863	2,018	—	
Other current liabilities	692	569	541	
Total current liabilities	43,370	53,619	54,450	
Long-term liabilities:				
Deferred revenue, noncurrent	1,148	1,308	1,261	
Line of credit	—	9,976	10,481	
Term loan, net of current portion	—	4,146	3,319	
Deferred tax liabilities	776	345	94	
Other long term liabilities	99	166	142	
Total liabilities	45,393	69,560	69,747	
Commitments and contingencies				
Stockholders' deficit:				
Series A preferred stock, $0.001 par value. 3,129,084 shares authorized, 3,129,084 shares issued and outstanding as of December 31, 2014, 2015 and June 30, 2016 (unaudited), respectively; no shares issued and outstanding, pro forma as of June 30, 2016 (unaudited); aggregate liquidation preference of $10,793, $11,357 and $11,637 as of December 31, 2014, 2015 and June 30, 2016 (unaudited), respectively	3	3	3	—
Series A-1 preferred stock, $0.001 par value. 5,566,567 shares authorized, 5,225,879 issued and outstanding as of December 31, 2014, 2015, and June 30, 2016 (unaudited) respectively; no shares issued and outstanding, pro forma as of June 30, 2016 (unaudited); aggregate liquidation preference of $17,249, $18,291 and $18,809 as of December 31, 2014, 2015 and June 30, 2016 (unaudited), respectively	5	5	5	—
Class A common stock, $0.001 par value. 1,537,532 shares authorized, 1,164,105 shares issued and outstanding, as of December 31, 2014, 2015 and June 30, 2016 (unaudited), respectively; no shares issued and outstanding, pro forma as of December 31, 2015 (unaudited); aggregate liquidation preference of $1,339 as of December 31, 2014, 2015 and June 30, 2016 (unaudited), respectively	1	1	1	—
Common stock, $0.001 par value. 21,739,130 shares authorized, 11,237,257, 11,106,926 and 11,154,536 shares issued and outstanding as of December 31, 2014, 2015 and June 30, 2016 (unaudited), respectively; 20,673,604 shares issued and outstanding, pro forma as of June 30, 2016 (unaudited)	11	11	11	20
Additional paid-in capital	62,203	62,274	63,865	63,865
Accumulated deficit	(67,508)	(78,332)	(84,361)	(84,361)
Accumulated other comprehensive loss	(42)	(13)	(379)	(379)
Total stockholders' deficit	(5,327)	(16,051)	(20,855)	(20,855)
Total liabilities and stockholders' deficit	$ 40,066	$ 53,509	$ 48,892	$ 48,892

See accompanying notes to consolidated financial statements.

EVERBRIDGE, INC. AND SUBSIDIARIES
Consolidated Statements of Comprehensive Loss

	Year Ended December 31,			Six Months Ended June 30,	
	2013	2014	2015	2015	2016
	(in thousands, except share and per share data)			(unaudited)	
Revenue	$ 30,040	$ 42,421	$ 58,720	$ 27,313	$ 35,634
Cost of revenue:	8,699	12,089	19,789	9,045	11,151
Gross profit	21,341	30,332	38,931	18,268	24,483
Operating expenses:					
Sales and marketing	11,695	15,818	25,925	11,337	17,054
Research and development	5,697	7,365	11,521	5,469	6,643
General and administrative	4,352	7,435	12,272	4,578	6,586
Total operating expenses	21,744	30,618	49,718	21,384	30,283
Operating loss	(403)	(286)	(10,787)	(3,116)	(5,800)
Other income (expense), net:					
Interest income	3	2	1	1	—
Interest expense	(295)	(350)	(538)	(245)	(311)
Other expenses, net	(76)	(78)	(62)	(32)	(28)
Total other expense, net	(368)	(426)	(599)	(276)	(339)
Loss before (provision for) benefit from income taxes	(771)	(712)	(11,386)	(3,392)	(6,139)
(Provision for) benefit from income taxes	(118)	89	562	188	110
Net loss	$ (889)	$ (623)	$ (10,824)	$ (3,204)	$ (6,029)
Net loss per share attributable to common stockholders:					
Basic	$ (0.08)	$ (0.05)	$ (0.88)	$ (0.26)	$ (0.49)
Diluted	$ (0.08)	$ (0.05)	$ (0.88)	$ (0.26)	$ (0.49)
Weighted-average common shares outstanding					
Basic	11,040,028	11,788,883	12,257,413	12,254,154	12,287,064
Diluted	11,040,028	11,788,883	12,257,413	12,254,154	12,287,064
Pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited)(1)			$ (0.53)		$ (0.29)
Pro forma weighted average common shares outstanding, basic and diluted (unaudited)(1)			20,612,376		20,642,027
Other comprehensive income (loss):					
Foreign currency translation adjustment, net of tax	22	(68)	29	(61)	(366)
Total comprehensive loss	$ (867)	$ (691)	$ (10,795)	$ (3,265)	$ (6,395)

(1) See note 2 to consolidated financial statements.

See accompanying notes to consolidated financial statements.

EVERBRIDGE, INC. AND SUBSIDIARIES
Consolidated Statements of Stockholders' Deficit
(in thousands, except share and per share data)

	Series A preferred stock		Series A-1 preferred stock		Common stock		Class A common stock		Additional paid-in capital	Accumulated deficit	Accumulated —other comprehensive income (loss)	Total
	Shares	Par value	Shares	Par value	Shares	Par value	Shares	Par value				
Balance at January 1, 2013	3,129,084	$ 3	5,225,879	$ 5	9,715,749	$ 10	1,164,105	$ 1	$ 54,037	$ (65,996)	$ 4	$ (11,936)
Stock-based compensation	—	—	—	—	—	—	—	—	176	—	—	176
Exercise of stock options	—	—	—	—	487,576	—	—	—	539	—	—	539
Other comprehensive income	—	—	—	—	—	—	—	—	—	—	22	22
Net loss	—	—	—	—	—	—	—	—	—	(889)	—	(889)
Balance at December 31, 2013	3,129,084	$ 3	5,225,879	$ 5	10,203,325	$ 10	1,164,105	$ 1	$ 54,752	$ (66,885)	$ 26	$ (12,088)
Stock-based compensation	—	—	—	—	—	—	—	—	376	—	—	376
Exercise of stock options	—	—	—	—	185,768	—	—	—	225	—	—	225
Issuance of common stock for acquisitions	—	—	—	—	829,424	1	—	—	6,850	—	—	6,851
Cashless exercise of warrant	—	—	—	—	18,740	—	—	—	—	—	—	—
Other comprehensive loss	—	—	—	—	—	—	—	—	—	—	(68)	(68)
Net loss	—	—	—	—	—	—	—	—	—	(623)	—	(623)
Balance at December 31, 2014	3,129,084	$ 3	5,225,879	$ 5	11,237,257	$ 11	1,164,105	$ 1	$ 62,203	$ (67,508)	$ (42)	$ (5,327)
Stock-based compensation	—	—	—	—	6,023	—	—	—	1,522	—	—	1,522
Repurchase of common stock	—	—	—	—	(173,913)	—	—	—	(1,500)	—	—	(1,500)
Exercise of stock options	—	—	—	—	37,559	—	—	—	49	—	—	49
Other comprehensive income	—	—	—	—	—	—	—	—	—	—	29	29
Net loss	—	—	—	—	—	—	—	—	—	(10,824)	—	(10,824)
Balance at December 31, 2015	3,129,084	$ 3	5,225,879	$ 5	11,106,926	$ 11	1,164,105	$ 1	$ 62,274	$ (78,332)	$ (13)	$ (16,051)
Stock-based compensation (unaudited)	—	—	—	—	—	—	—	—	1,406	—	—	1,406
Exercise of stock options (unaudited)	—	—	—	—	47,610	—	—	—	185	—	—	185
Other comprehensive loss (unaudited)	—	—	—	—	—	—	—	—	—	—	(366)	(366)
Net loss (unaudited)	—	—	—	—	—	—	—	—	—	(6,029)	—	(6,029)
Balance at June 30, 2016 (unaudited)	3,129,084	3	5,225,879	5	11,154,536	11	1,164,105	1	63,865	(84,361)	(379)	(20,855)

See accompanying notes to consolidated financial statements.

EVERBRIDGE, INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flows

	Year Ended December 31,			Six Months Ended June 30,	
	2013	2014	2015	2015	2016
	(in thousands)			(unaudited)	
Cash flows from operating activities:					
Net loss	$ (889)	$ (623)	$(10,824)	$(3,204)	$(6,029)
Adjustments to reconcile net loss to net cash provided by operating activities:					
Depreciation and amortization	2,455	2,512	5,976	2,529	3,701
Loss on disposal of assets	—	—	—	—	74
Deferred income taxes	—	(315)	(431)	—	(224)
Accretion of interest on notes payable	—	—	130	72	—
Non-cash interest expense on line of credit and term loan	—	—	11	—	10
Provision for doubtful accounts	72	206	366	89	87
Stock-based compensation	176	376	1,488	358	1,378
Increase (decrease) in operating assets and liabilities:					
Accounts receivable	(2,066)	(1,008)	(4,813)	(1,613)	(1,601)
Prepaid expenses	(111)	(304)	(656)	(1,153)	(756)
Other assets	(86)	(217)	(408)	(428)	(1,214)
Accounts payable	(245)	414	866	1,333	(66)
Accrued labor	1,149	1,407	1,181	204	263
Accrued expenses	352	152	(171)	(543)	(373)
Deferred revenue	3,048	4,973	11,623	4,935	3,053
Other liabilities	143	143	113	(1)	6
Net cash provided by (used in) operating activities	3,998	7,716	4,451	2,578	(1,691)
Cash flows from investing activities:					
Capital expenditures	(688)	(2,155)	(2,502)	(1,327)	(346)
Payments for acquisitions, net of acquired cash	—	(304)	—	—	—
Additions to capitalized software development costs	(762)	(1,677)	(4,902)	(2,260)	(3,040)
Change in restricted cash	115	—	—	(77)	—
Net cash used in investing activities	(1,335)	(4,136)	(7,404)	(3,664)	(3,386)
Cash flows from financing activities:					
Proceeds from line of credit	28,955	6,400	12,000	2,000	9,500
Payments on line of credit	(30,158)	(6,766)	(5,000)	—	(9,000)
Payments of issuance costs relating to line of credit and term loan	—	—	(59)	—	—
Principal payments on capital leases	(174)	(85)	(101)	(48)	(58)
Payments of initial public offering costs	—	—	(1,391)	—	(1,101)
Payments on notes payable	—	(1,894)	(1,779)	—	(2,018)
Proceeds from term loan	—	—	5,000	—	—
Proceeds from issuance of common shares, net	25	225	49	24	185
Repurchase of common stock	—	—	(1,500)	(1,500)	—
Net cash provided by (used in) financing activities	(1,352)	(2,120)	7,219	476	(2,492)
Effect of exchange rates on cash and cash equivalents	17	(88)	(100)	13	39
Net increase in cash and cash equivalents	1,328	1,372	4,166	(597)	(7,530)
Cash—beginning of year	1,712	3,040	4,412	4,412	8,578
Cash—end of year	$ 3,040	$ 4,412	$ 8,578	$ 3,815	$ 1,048
Supplemental disclosures of cash flow information:					
Cash paid during the year for:					
Interest	$ 295	$ 217	$ 369	$ 114	$ 315
Taxes	—	93	124	111	—
Supplemental disclosure of non-cash activities					
Acquisition of property and equipment with capital leases	294	—	—	—	—
Exercise of common stock options in exchange for settlement of notes payable—related party	514	—	—	—	—
Issuance of common stock in connection with acquisitions	—	6,851	—	—	—
Issuance of notes payable in connection with acquisitions	—	5,815	—	—	—
Capitalized assets included in accounts payable and accrued expenses	274	190	63	820	107
Deferred offering costs in accounts payable and accrued expenses	—	—	1,175	367	126
Stock-based compensation capitalized for software development	—	—	34	—	28

See accompanying notes to consolidated financial statements.

Everbridge, Inc.
Notes to the Consolidated Financial Statements

(1) Business and Nature of Operations

Everbridge, Inc., a Delaware corporation (together with its wholly-owned subsidiaries, referred to as Everbridge or the Company), is a global software company that provides critical communications and enterprise safety applications that enable customers to automate and accelerate the process of keeping people safe and businesses running during critical events. The Company's SaaS-based platform enables the Company's customers to quickly and reliably deliver messaging to a large group of people during critical situations. The Company's enterprise applications automate numerous critical communications processes such as Mass Notification, Incident Management, IT Alerting, Safety Connection, Community Engagement, Secure Messaging and Internet of Things. The Company generates revenue primarily from subscription fees to the Company's enterprise applications. The Company has operations in the United States, the United Kingdom and China.

Liquidity

The Company has experienced operating losses since inception. For the years ended December 31, 2013, 2014 and 2015, the Company has incurred net losses of $0.9 million, $0.6 million and $10.8 million, respectively, and has generated cash inflows from operations of $4.0 million, $7.7 million and $4.4 million, respectively. For the six months ended June 30, 2016, the Company incurred a net loss of $6.0 million (unaudited) and used $1.7 million (unaudited) of cash in operations. As of December 31, 2014 and 2015 and June 30, 2016, the Company had an accumulated deficit of $67.5 million, $78.3 million and $84.4 million (unaudited), respectively. To date, the Company's operations have been primarily financed through third-party debt and proceeds from the issuance of convertible preferred and common stock. At December 31, 2015 and June 30, 2016, the Company had an available line of credit with Western Alliance Bank (formerly known as Bridge Bank) with $0 and $4.5 million, respectively, of unfunded capacity. At December 31, 2014 and 2015 and June 30, 2016, the Company had cash of $4.4 million, $8.6 million and $1.0 million (unaudited), respectively.

In June 2015, the Company entered into an agreement with Western Alliance Bank to provide a secured revolving line of credit that allows the Company to borrow up to $10.0 million for working capital and general business requirements. Amounts outstanding under the credit facility bear interest at the prime rate plus 0.75% with accrued interest payable on a monthly basis and outstanding and unpaid principal due upon maturity of the line of credit in June 2018. The line of credit is secured by substantially all accounts receivable and other corporate assets of the Company. The Company is also subject to certain reporting and financial performance covenants that require it to meet certain revenue targets. In February 2016, the Company entered into an amendment of its loan and security agreement with Western Alliance Bank to increase the capacity of its revolving line of credit by $5.0 million.

In addition to the revolving credit facility, a $5.0 million growth capital term loan was entered into with Western Alliance Bank. The term loan bears interest at a floating per annum rate equal to the prime rate plus 1.75%. Interest on the term loan was payable monthly in arrears for the first 12 months. Thereafter, the term loan will be payable in thirty-six equal monthly installments of principal, plus all accrued interest, beginning on June 30, 2016. The term loan may be prepaid at the Company's option, subject to a prepayment fee equal to 2% of the principal amount being repaid if such prepayment occurs on or prior to the first anniversary of the closing date. The loan maturity date is June 30, 2019.

The Company believes that it has sufficient working capital from recent financings, cash generated from operations, and capacity under its revolving line of credit to fund its operations through at least the next 12 months.

Everbridge, Inc.
Notes to the Consolidated Financial Statements—(Continued)

(2) Summary of Significant Accounting Policies

Basis of Presentation

The Company's accounting and financial reporting policies conform to generally accepted accounting principles in the United States of America, or GAAP.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. Business acquisitions are included in the Company's consolidated financial statements from the date of the acquisition. The Company's purchase accounting resulted in all assets and liabilities of acquired businesses being recorded at their estimated fair values on the acquisition dates. Intercompany balances and transactions have been eliminated in consolidation.

Unaudited Interim Consolidated Financial Information

The accompanying consolidated balance sheet as of June 30, 2016, the consolidated statements of comprehensive loss, and statements of cash flows for the six months ended June 30, 2015 and 2016, the consolidated statement of stockholders' deficit for the six months ended June 30, 2016 and the related footnote disclosures are unaudited. The unaudited interim consolidated financial statements have been prepared on the same basis as the annual consolidated financial statements and, in the opinion of management, reflect all adjustments necessary to present fairly the Company's consolidated financial position as of June 30, 2016 and results of operations, comprehensive loss, and cash flows for the six months ended June 30, 2015 and 2016. The results for the six months ended June 30, 2016 are not necessarily indicative of the results to be expected for the year ending December 31, 2016 or for any other periods.

Unaudited Pro Forma Information

Upon the consummation of the Company's initial public offering, all of the outstanding shares of the convertible preferred stock and class A common stock will automatically convert and be reclassified into shares of common stock. The December 31, 2015 and June 30, 2016 unaudited consolidated pro forma net loss per share applicable to common stockholders, pro forma weighted average shares outstanding and pro forma stockholders' deficit has been prepared assuming the conversion and reclassification of the outstanding shares of convertible preferred stock and class A common stock into 8,354,963 and 1,164,105 shares of common stock, respectively.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Assets and liabilities which are subject to judgment and use of estimates include allowances for doubtful accounts, the fair value of assets acquired and liabilities assumed in business combinations, the recoverability of goodwill and long-lived assets, valuation allowances with respect to deferred tax assets, useful lives associated with property and equipment and intangible assets, contingencies, and the valuation and assumptions underlying stock-based compensation. On an ongoing basis, the Company evaluates its estimates compared to historical experience and trends, which form the basis for making judgments about the carrying value of assets and liabilities. In addition, the Company engaged valuation specialists to assist with management's determination of the valuation of its fair values of assets acquired and liabilities assumed in business combinations and the valuation of the Company's common stock.

Everbridge, Inc.
Notes to the Consolidated Financial Statements—(Continued)

Recent Accounting Standards

In May 2014, the Financial Accounting Standards Board, or FASB, issued Accounting Standards Update, or ASU, 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which supersedes the revenue recognition criteria in Accounting Standard Codification, or ASC, 605, *Revenue Recognition*. Under this guidance, revenue is recognized when promised goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. The updated standard will replace all existing revenue recognition guidance under GAAP when it becomes effective and permits the use of either the retrospective or cumulative effect transition method. This ASU is effective for annual periods beginning after December 15, 2017 and shall be applied either retrospectively to each period presented or as a cumulative-effect adjustment as of the date of adoption. Early adoption for annual periods beginning after December 15, 2016 would be permitted. The Company is evaluating the potential impact of this adoption on its consolidated financial statements.

In August 2014, the FASB issued ASU 2014-15, *Disclosure of Uncertainties About an Entity's Ability to Continue as a Going Concern*. This standard update provides guidance around management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosures. The new guidance is effective for all annual and interim periods ending after December 15, 2016. The adoption of this guidance is not expected to have a material impact on the Company's financial statements.

In April 2015, FASB issued ASU 2015-03, *Interest—Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs*. ASU 2015-03 provides accounting guidance regarding financial statement presentation of debt issuance costs related to a recognized debt liability. The guidance states that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of the debt liability, consistent with that of debt discounts. Given the absence of authoritative guidance within ASU 2015-03 for debt issuance costs related to line-of-credit arrangements, the SEC staff would not object to an entity deferring and presenting debt issuance costs as an asset and subsequently amortizing the deferred debt issuance costs ratably over the term of the line-of-credit arrangement, regardless of whether there are any outstanding borrowings on the line-of-credit arrangement. This ASU is effective for annual periods and interim periods within those annual periods, beginning after December 15, 2015. Early adoption is permitted, but only for financial statements which have not been previously issued. An entity should apply this guidance on a retrospective basis wherein the balance sheet of each individual period be adjusted to reflect the period-specific effect of the new guidance. Upon transition, an entity is required to comply with the appropriate disclosures associated with a change in accounting principle. The Company adopted this standard as of January 1, 2016 with retroactive application. Adoption of ASU 2015-03 resulted in a decrease in pre-paid expense of $48,000 and a decrease in the Company's line of credit and term loan debt of $48,000 as of December 31, 2015 on the Company's consolidated balance sheet.

In November 2015, the FASB issued ASU 2015-17, *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes*. This standard amends the accounting for income taxes and requires all deferred tax assets and liabilities to be classified as non-current on the balance sheet. The new standard is effective for reporting periods beginning after December 15, 2016, with early adoption permitted. The standard may be adopted either prospectively or retrospectively. The Company elected to adopt the accounting standard retrospectively in 2015.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The amendments in this update require lessees, among other things, to recognize lease assets and lease liabilities on the balance sheet for those leases classified as operating leases under previous authoritative guidance. This update also introduces new disclosure requirements for leasing arrangements. ASU 2016-02 will be effective in fiscal year 2019, but early application is permitted. The Company is evaluating the potential impact of this update on its consolidated financial statements.

Everbridge, Inc.
Notes to the Consolidated Financial Statements—(Continued)

Fair Value Measurements

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date.

Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. Accounting standards describe a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value which are the following:

Level 1—Quoted prices in active markets for identical assets or liabilities or funds.

Level 2—Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

Fair value is based on quoted market prices, if available. If listed prices or quotes are not available, fair value is based on internally-developed models that primarily use market-based or independently sourced market parameters as inputs.

For financial instruments measured at fair value, the following section describes the valuation methodologies, key inputs and significant assumptions.

The carrying amounts of cash, accounts receivable, accounts payable, capital leases and accrued liabilities approximate fair value because of the short maturity of these items. The fair value of the Company’s revolving line of credit and term loan approximates carrying value based on the Company’s current incremental borrowing rate for similar types of borrowing arrangements. The fair value of the Company’s notes payable approximates carrying value due to the short term nature of the arrangement.

Certain assets, including long-lived assets, goodwill and intangible assets are also subject to measurement at fair value on a non-recurring basis if they are deemed to be impaired as a result of an impairment review. For the years ended December 31, 2014 and 2015 and for the six months ended June 30, 2016 (unaudited), no impairments were identified of those assets requiring measurement at fair value on a non-recurring basis.

There were no level 3 financials instruments for the years ended December 31, 2014 and 2015 and for the six months ended June 30, 2016 (unaudited).

Concentrations of Credit and Business Risk

Financial instruments that potentially subject the Company to a concentration of credit risk consist of cash and accounts receivable.

The Company maintains cash balances at several banks. Accounts located in the United States are insured by the Federal Deposit Insurance Corporation, or FDIC, up to $250,000. From time to time, balances may exceed amounts insured by the FDIC. The Company has not experienced any losses in such amounts.

The Company’s accounts receivable are generally unsecured and are derived from revenue earned from customers located in the United States and the United Kingdom and are generally denominated in U.S. dollars or

British pounds. Each reporting period, the Company reevaluates each customer's ability to satisfy credit obligations and maintains an allowance for doubtful accounts based on the evaluations. No single customer comprised more than 10% of the Company's total revenue for the years ended December 31, 2014 and 2015 and for the six months ended June 30, 2016 (unaudited). No single customer comprised more than 10% of the Company's accounts receivable balance at December 31, 2014 and 2015 and for the six months ended June 30, 2016 (unaudited).

Cash

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable includes trade accounts receivables from the Company's customers, net of an allowance for doubtful accounts. Accounts receivable are recorded at the invoiced amount and do not bear interest. Allowance for doubtful accounts is established based on various factors including credit profiles of the Company's customers, historical payments and current economic trends. The Company reviews its allowance by assessing individual accounts receivable over a specific aging and amount and all other balances are pooled based on historical collection experience. Accounts receivable are written-off on a case by case basis, net of any amounts that may be collected.

Deferred Commissions

The Company capitalizes commission costs earned by sales personnel that are incremental and directly related to the acquisition of customer contracts. Commission costs are accrued and capitalized upon execution of the sales contract by the customer. Payments to sales personnel are made shortly after the receipt of the related customer payment. Commissions are earned based on annual billings and are not earned on multi-year contracts until the annual billing is renewed. Deferred commissions are amortized over the commissionable portion of the contract which is subject to clawback should the customer cancel, which generally can only occur if the Company materially fails to perform under the contract. Amortization of deferred commissions is included in sales and marketing expenses in the accompanying consolidated statements of comprehensive loss. Deferred commissions, net of amortization, are included in other assets in the accompanying consolidated balance sheet.

Deferred Offering Costs

Deferred offering costs consist primarily of direct incremental costs related to the Company's proposed initial public offering of its common stock. Upon completion of an initial public offering, these amounts will be offset against the proceeds of the offering. If the offering is terminated, the deferred offering costs will be expensed.

Property and Equipment, Net

Property and equipment are stated at cost, less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, which is generally three years for computer software, office computers and system software, five years for system hardware and furniture and equipment, and over the shorter of lease term or useful life of the assets for leasehold improvements. Maintenance and repairs are expensed as incurred. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in the Company's results of operations.

Assets held under capital lease are recorded at the net present value of the minimum lease payments of the leased asset at the inception of the lease. Depreciation expense is computed using the straight-line method over the shorter of the estimated useful lives of the asset or the period of the related lease for leasehold improvements.

Everbridge, Inc.
Notes to the Consolidated Financial Statements—(Continued)

Capitalized Software Development Costs

The Company capitalizes the costs of software developed or obtained for internal use in accordance with ASC Topic 350-40, *Internal Use Software.* Capitalized software development costs consist of costs incurred during the application development stage and include purchased software licenses, implementation costs, consulting costs, and payroll-related costs for projects that qualify for capitalization. These costs relate to major new functionality. All other costs, primarily related to maintenance and minor software fixes, are expensed as incurred.

The Company amortizes the capitalized software development costs on a straight-line basis over the estimated useful life of the software, which is generally three years, beginning when the asset is substantially ready for use. The amortization of capitalized software development costs is reflected in cost of revenue.

Business Combinations

The results of businesses acquired in a business combination are included in the Company's consolidated financial statements from the date of acquisition. Purchase accounting results in assets and liabilities of an acquired business being recorded at their estimated fair values on the acquisition date. Any excess consideration over the value of the assets acquired and liabilities assumed is recognized as goodwill.

The Company performs valuations of assets acquired and liabilities assumed on each acquisition accounted for as a business combination, and allocates the purchase price to the tangible and intangible assets acquired and liabilities assumed based on its best estimate of fair value. Acquired intangible assets include: tradenames, customer relationships, and developed technology. The Company determines the appropriate useful life of intangible assets by performing an analysis of cash flows based on historical experience of the acquired businesses. Intangible assets are amortized over their estimated useful lives based on the pattern in which the economic benefits associated with the asset are expected to be consumed, which to date has approximated the straight-line method of amortization. The estimated useful lives for tradenames, customer relationships, and technology are generally, two to seven years, five years, and two to seven years, respectively.

Long Lived Assets

The Company evaluates the recoverability of its long lived assets with finite useful lives for impairment whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable. The Company performs impairment testing at the asset group level that represents the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities. If events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable and the expected undiscounted future cash flows attributable to the asset group are less than the carrying amount of the asset group, an impairment loss equal to the excess of the asset's carrying value over its fair value is recorded. Fair value is determined based upon estimated discounted future cash flows, if any.

Goodwill

Goodwill represents the excess of the aggregate purchase price paid over the fair value of the net assets acquired in our business combinations. Goodwill is not amortized and is tested for impairment at least annually or whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Events or changes in circumstances that could trigger an impairment review include a significant adverse change in business climate, an adverse action or assessment by a regulator, unanticipated competition, a loss of key personnel, significant changes in the manner of our use of the acquired assets or the strategy for our overall business, significant negative industry or economic trends, or significant underperformance relative to expected historical or projected future results of operations. The Company has the option to first assess qualitative factors

to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying value, including goodwill. If, after assessing the totality of events or circumstances, the Company determines that it is not more likely than not that the fair value of a reporting unit is less than its carrying amount, additional impairment testing is not required. However, if the Company concludes otherwise, the Company is required to perform the first step of a two-step impairment test. Alternatively, the Company may elect to proceed directly to the first step of the two-step impairment test and bypass the qualitative assessment. The first step of the impairment test involves comparing the estimated fair value of a reporting unit with its book value, including goodwill. If the estimated fair value exceeds book value, goodwill is considered not to be impaired and no additional steps are necessary. If, however, the fair value of the reporting unit is less than book value, the carrying amount of the goodwill is compared to its implied fair value. The estimate of implied fair value of goodwill may require valuations of certain internally generated and unrecognized intangible assets. If the carrying amount of goodwill exceeds the implied fair value of that goodwill, an impairment loss is recognized in an amount equal to the excess. The Company tests for goodwill impairment annually on November 30.

The Company performed a qualitative goodwill assessment at November 30, 2015 and concluded there was no impairment based on consideration of a number of factors, including the improvement in the Company's key operating metrics over the prior year, obtaining valuation analysis in the determination of the fair value of the Company's common stock in connection with the granting of stock-based compensation awards during 2015, improvement in the strength of the general economy and the Company's continued execution against its overall strategic objectives. Based on the foregoing, the Company determined that it was not more likely than not that the fair value of its reporting unit is less than its carrying amount and therefore that no further impairment testing was required.

Revenue Recognition

The Company derives substantially all of its revenue from contract subscription fees for use of its applications. The Company recognizes revenues in accordance with ASC 605, and accordingly revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred, the fee is fixed or determinable, collectability is reasonably assured and acceptance criteria, if any, have been met. If any of these criteria are not met, revenue recognition is deferred until such time that all of the criteria are met. The Company's subscription arrangements do not provide customers with the right to take possession of the software at any time.

Subscription Revenue

Subscription revenue is recognized ratably over the initial subscription period committed by the customer commencing when the customer's environment has been created in the Company's hosted environment. The initial subscription period is typically one to three years and the level of service provided each customer varies based on the level of service required by the complexity of a customer's business. The level of service also specifies the level of usage by the customer in terms of minutes or data used to transmit the notifications. In the event actual usage exceeds the level purchased, overages are invoiced and are recorded as revenue during the service period. The subscription services are noncancelable, although customers have the right to terminate their contracts if the Company materially fail to perform. The Company generally invoices the Company's customers in advance in annual installments for the subscription fees, including the set-up fees on the first annual invoice.

Other Revenue

The Company recognizes revenue for set-up fees, which historically have not been material to the Company's financial statements. The Company has concluded that set-up fees do not meet the criteria for separation from the Company's primary service as they do not have stand-alone value as the Company has historically not sold set-up

fees separately. Since set-up fees are charged for substantially all new applications and services, they are recognized ratably over the contractual period, which approximates the life of the application. The Company also sells professional services, which have been immaterial to date.

Deferred Revenue

Deferred revenue includes amounts collected or billed in excess of recognizable revenue. Such amounts are recognized by the Company over the life of the contract upon meeting the revenue recognition criteria. Deferred revenue that will be recognized during the succeeding 12-month period is recorded as current deferred revenue and the remaining portion is recorded as non-current deferred revenue.

Cost of Revenue

Cost of revenue includes expenses related to the fulfillment of the Company's subscription services, consisting primarily of employee-related expenses for data center operations and customer support, including salaries, bonuses, benefits and stock-based compensation expense. Cost of revenue also includes hosting costs, messaging costs and depreciation and amortization.

Advertising Expenses

Advertising expenses to promote the Company's services are expensed as incurred. Advertising expenses included in sales and marketing expense were $0.2 million, $0.3 million and $0.8 million for the years ended December 31, 2013, 2014 and 2015, respectively. Advertising expenses were $0.3 million (unaudited) and $0.5 million (unaudited) for the six months ended June 30, 2015 and 2016, respectively.

Research and Development

Research and development expenses primarily consist of employee-related costs for research and development staff, including salaries, bonuses, benefits and stock-based compensation and the cost of certain third-party service providers related to the development of the Company's solutions that do not meet the criteria to be capitalized under ASC Topic 350-40, *Internal Use Software*.

Stock-Based Compensation

Stock-based compensation expense is comprised of stock options, which are issued under the Company's 2008 equity incentive plan, and restricted stock awards, or RSAs.

Stock-based compensation related to stock options and RSAs is measured at the grant date based on the fair value of the award and is recognized straight-line as expense, net of estimated forfeitures, over the requisite service period, which is generally the vesting period of the respective award. The Company utilizes the Black-Scholes pricing model for determining the estimated fair value of the stock options and RSAs. The Black-Scholes pricing model requires the use of subjective assumptions including the option's expected term, the volatility of the underlying stock, the fair value of the stock and the expected forfeiture rate.

Income Taxes

The Company accounts for income taxes using the asset and liability method of accounting for income taxes in which deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized as income in the period that includes the enactment date. A valuation allowance is established if it is more likely than not that all or a portion of the deferred tax asset will not be realized.

Everbridge, Inc.
Notes to the Consolidated Financial Statements—(Continued)

The calculation of the Company's tax liabilities involves dealing with uncertainties of the application of complex tax regulations. The Company recognizes liabilities for uncertain tax positions based on a two-step approach. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates it is more likely than not, that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount, which is more than 50% likely of being realized upon ultimate settlement. The Company considers many factors when evaluating and estimating its tax positions and tax benefits, which may require periodic adjustments.

Foreign Currency Translation

The functional currency for the Company's foreign subsidiaries is the local currency. For those subsidiaries, the assets and liabilities are translated into U.S. dollars at the exchange rate method at the balance sheet date. Income and expenses are translated at the average exchange rates for the period. Foreign currency exchange gain and losses are recorded in other expenses.

Other Comprehensive Income (Loss)

For all periods presented, the Company's other comprehensive income (loss) is comprised of foreign currency translation adjustments related to the Company's foreign subsidiaries.

Net Loss and Pro Forma Net Loss Per Share Attributable to Common Stockholders

The Company applies the two-class method in calculating the net loss per share amounts which requires net loss to be allocated between the common and convertible preferred stockholders based on their respective right to receive dividends. Accordingly, the Company's basic net loss per share attributable to common stockholders is calculated by dividing the net loss attributable to common stockholders by the weighted-average number of shares of common stock outstanding during the period. Net loss attributable to common stockholders is equal to the Company's net loss.

Diluted loss per share attributable to common stockholders adjusts the basic weighted-average number of shares of common stock outstanding for the potential dilution that could occur if stock options, warrants, and convertible preferred stock were exercised or converted into common stock.

Pro forma basic and diluted net loss per share attributable to common stockholders represents net loss divided by the pro forma weighted-average shares outstanding as though the conversion of our preferred stock into common stock occurred on the original issuance date of the preferred stock.

(3) Accounts Receivable, Net

Accounts receivable, net, is as follows:

	As of December 31,		As of
	2014	2015	June 30, 2016
	(in thousands)		(unaudited)
Accounts receivable	$ 11,534	$ 16,080	$ 17,635
Allowance for doubtful accounts	(282)	(381)	(422)
Net accounts receivable	$ 11,252	$ 15,699	$ 17,213

Bad debt expense for the years ended December 31, 2013, 2014 and 2015 and for the six months ended June 30, 2015 and 2016 was $0.1 million, $0.2 million, $0.4 million, $0.1 million (unaudited) and $0.1 million (unaudited), respectively.

Everbridge, Inc.
Notes to the Consolidated Financial Statements—(Continued)

The following table summarizes the changes in the allowance for doubtful accounts:

	As of December 31,		As of June 30, 2016
	2014	2015	
	(in thousands)		(unaudited)
Allowance, at beginning of period	$ (100)	$ (282)	$ (381)
Charged to bad debt expense	(206)	(366)	(87)
Write-offs, net of recoveries	24	267	46
Allowance, at end of period	$ (282)	(381)	$ (422)

(4) Property and Equipment

Property and equipment consists of the following at December 31, 2014 and 2015 and June 30, 2016:

	Useful life in years	As of December 31,		As of June 30, 2016
		2014	2015	
		(in thousands)		(unaudited)
Furniture and equipment	5	$ 542	$ 822	$ 721
System hardware	5	5,644	6,495	3,272
Office computers	3	1,344	2,003	1,613
Computer and system software	3	755	1,341	1,263
		8,285	10,661	6,869
Less accumulated depreciation and amortization		(5,630)	(7,041)	(3,745)
Property and equipment, net		$ 2,655	$ 3,620	$ 3,124

Depreciation and amortization expense for the years ended December 31, 2013, 2014 and 2015 was $1.0 million, $0.7 million and $1.4 million, respectively. Depreciation and amortization expense was $0.6 million (unaudited) and $0.8 million (unaudited) for the six months ended June 30, 2015 and 2016, respectively.

Everbridge, Inc.
Notes to the Consolidated Financial Statements—(Continued)

(5) Business Combinations

The following table summarizes the allocation of the purchase consideration and the estimated fair value of the assets acquired and the liabilities assumed for business acquisitions made by the Company during the year ended December 31, 2014 (in thousands):

Assets acquired	**Vocal**	**Nixle**
Cash	$ 4,732	$ —
Accounts receivable	1,246	633
Other assets	126	17
Property and equipment	69	10
Tradenames	162	420
Acquired technology	551	500
Customer relationships	4,021	920
Goodwill	2,086	3,300
Total assets acquired	$12,993	$5,800
Liabilities assumed		
Accounts payable and accrued expenses	446	—
Deferred revenue	2,019	1,238
Deferred taxes	1,097	—
Other liabilities	338	33
Net assets acquired	$ 9,093	$4,529
Consideration paid		
Cash paid	2,030	1,500
Issuance of notes payable	4,315	—
Common stock issued	2,748	3,029
Total	$ 9,093	$4,529

The weighted average useful life of all identified acquired intangible assets is 4.65 years. The weighted average useful lives for acquired technologies, customer relationships and tradenames are 2.28 years 5.0 years, and 5.55 years, respectively. Identifiable intangible assets with definite lives are amortized over the period of estimated benefit using the straight-line method and the estimated useful lives of two to seven years. The straight-line method of amortization represents the Company's best estimate of the distribution of the economic value of the identifiable intangible assets.

Vocal

On March 13, 2014, the Company acquired Vocal Ltd., or Vocal, in exchange for cash consideration of $2.0 million, notes payable of $4.3 million and 391,730 shares of the Company's common stock valued at $7.02 per share. The shares of common stock were valued based on the Company's stock price on the acquisition date. At December 31, 2014 and 2015, notes payable in the amount of $2.4 million and $0.5 million, respectively, remained on the Company's financial statements as a result of the acquisition. The notes are owed to the former owner of Vocal and accrue interest at a rate of 2.5%. Vocal is a provider of emergency notification services to both public and private organizations. This mass notification application helps organizations communicate, plan and manage their responses to any business affecting situation or day-to-day communication requirement. The Company acquired Vocal for its customer base and to expand its current operations in the United Kingdom and Europe.

Nixle

On December 23, 2014, the Company acquired the assets of Nixle, LLC, or Nixle, in exchange for cash consideration of $1.5 million and 323,178 shares of the Company's common stock valued at $9.37 per share. At the date of acquisition, $0.5 million and 323,178 shares were put in an escrow account to adjust the purchase price based on Nixle meeting certain financial target thresholds as of December 31, 2014. In addition, Nixle was required to meet certain accounts receivable collections thresholds at March 31, 2015. At the date of the acquisition, the Company assessed the probabilities of Nixle meeting the future sales and collections thresholds and determined them not to be probable. Therefore, no contingent consideration was recorded as part of the purchase price allocation and the final consideration for the acquisition was determined to be $1.5 million in cash and 323,178 shares of the Company's common stock based on the Company's fair value common stock price of $9.37 per share on the acquisition date. The financial target thresholds were deemed not to be met as of December 31, 2014. The Nixle application offers free and paid notification services for local police departments, county emergency management offices, municipal governments and their agencies and allows government agencies to send notification messages to local residents via phone, email and the web. The Company acquired Nixle for its customer base and to expand its current operations in the local and state agencies market along with complimenting some of the existing facets of its business.

As a result of the acquisitions, the Company recorded $2.1 million and $3.3 million of goodwill for the acquisitions of Vocal and Nixle, respectively. Goodwill recorded in connection with the acquisitions is primarily attributable to the synergies expected to benefit the Company's existing customer base and expand domestically and internationally. The Company believes that the factors listed above in relation to the purchase of the two companies support the amount of goodwill recorded as a result of the purchase price paid for the two acquisitions, in relation to other acquired tangible and intangible assets. The resulting goodwill from the Nixle acquisition is deductible for income tax purposes, however the goodwill attributed to the Vocal acquisition is not deductible for income tax purposes.

For the year ended December 31, 2014, the Company incurred transaction costs of $0.5 million in connection with the above acquisitions which were expensed as incurred and included in general and administrative expenses within the accompanying consolidated statements of comprehensive loss.

Unaudited Pro Forma Financial Information

The following table reflects the unaudited pro forma consolidated revenue and net loss for the year ended December 31, 2014 as if the acquisitions of Vocal and Nixle had taken place on January 1, 2014, after giving effect to certain adjustments including the amortization of acquired intangible assets and the associated tax effect and the elimination of the Company's and the acquiree's non-recurring acquisition related expenses:

	Year Ended December 31, 2014
	(in thousands)
Revenues	$45,142
Net loss	$4,810

Revenue attributable to the acquisitions for the period from the acquisition dates to December 31, 2014 was $3.2 million. Revenue and net income attributable solely to Vocal from the acquisition date to December 31, 2014 were $3.2 million and $0.5 million, respectively. Revenue and net loss attributed to Nixle from the acquisition date to December 31, 2014 were $45,000 and $69,000, respectively. The unaudited pro forma information presented does not purport to be indicative of the results that would have been achieved had the acquisitions been consummated at January 1, 2014 nor of the results which may occur in the future. The pro forma adjustments are based upon available information and certain assumptions that the Company believes are reasonable.

Everbridge, Inc.
Notes to the Consolidated Financial Statements—(Continued)

No acquisitions were consummated during the year ended December 31, 2015 and the six months ended June 30, 2016 (unaudited).

(6) Capitalized Software Development Costs

Capitalized software development costs consisted of the following at December 31, 2014 and 2015 and at June 30, 2016 (unaudited):

			As of December 31, 2014	
	Gross carrying amount	Amortization period	Accumulated amortization	Net carrying amount
	(dollar amounts in thousands)			
Capitalized software development costs	$ 20,251	3 years	$ (13,912)	$ 6,339
Total capitalized software development costs	$ 20,251		$ (13,912)	$ 6,339

			As of December 31, 2015	
	Gross carrying amount	Amortization period	Accumulated amortization	Net carrying amount
	(dollar amounts in thousands)			
Capitalized software development costs	$ 25,119	3 years	$ (16,941)	$ 8,178
Total capitalized software development costs	$ 25,119		$ (16,941)	$ 8,178

			As of June 30, 2016 (unaudited)	
	Gross carrying amount	Amortization period	Accumulated amortization	Net carrying amount
	(dollar amounts in thousands)			
Capitalized software development costs	$ 28,187	3 years	$ (19,207)	$ 8,980
Total capitalized software development costs	$ 28,187		$ (19,207)	$ 8,980

The Company capitalized software development costs of $1.7 million, $4.9 million and $3.1 million (unaudited) during the years ended December 31, 2014 and 2015 and the six months ended June 30, 2016, respectively.

In December 2014, the Company acquired technology through an asset acquisition of Tapestry Telemed LLC or “HipaaBridge”. The Company acquired the HipaaBridge technology in order to develop an application that provides secure messaging within health care organizations in a manner intended to comply with the requirements of the federal Health Insurance Portability and Accountability Act, or HIPAA. The Company capitalized $4.1 million into capitalized software development costs consisting of the consideration paid for the asset acquisition and related transaction costs.

The total amortization expense related to capitalized software development costs for the years ended December 31, 2013, 2014 and 2015 was $1.4 million, $0.8 million and $3.0 million, respectively. Amortization

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was $1.1 million (unaudited) and $2.3 million (unaudited) for the six months ended June 30, 2015 and 2016, respectively. Amortization of capitalized software development costs is classified within cost of revenue in the consolidated statements of comprehensive loss.

In January 2012, with the planned introduction of new technology, the Company decided to revise the remaining estimated useful life of a capitalized software license associated with an older technology to two years. The portion of the system development and software license costs related to the older technology was fully depreciated by the end of fiscal year 2013. As a result, an additional $0.3 million of amortization expense was recognized in 2013 pertaining to the accelerated depreciation.

The expected amortization, as of December 31, 2015, for each of the next three years is as follows:

Year ending December 31:		
		(in thousands)
2016	$	4,579
2017		2,733
2018		866
	$	8,178

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(7) Intangible Assets

Intangible assets consisted of the following finite lived intangible assets at December 31, 2014 and 2015 and June 30, 2016:

	As of December 31, 2014			
	Gross carrying amount	Amortization period	Accumulated amortization	Net carrying amount
	(dollar amounts in thousands)			
Amortizable intangible assets:				
Developed technology	$ 1,211	2-7 years	$ (297)	$ 914
Tradenames	582	2-7 years	(74)	508
Customer relationships	4,941	5 years	(640)	4,301
Total intangible assets	$ 6,734		$ (1,011)	$ 5,723

	As of December 31, 2015			
	Gross carrying amount	Amortization period	Accumulated amortization	Net carrying amount
	(dollar amounts in thousands)			
Amortizable intangible assets:				
Developed technology	$ 1,211	2-7 years	$ (763)	$ 448
Tradenames	582	2-7 years	(223)	359
Customer relationships	4,941	5 years	(1,629)	3,312
Total intangible assets	$ 6,734		$ (2,615)	$ 4,119

	As of June 30, 2016 (unaudited)			
	Gross carrying amount	Amortization period	Accumulated amortization	Net carrying amount
	(dollar amounts in thousands)			
Amortizable intangible assets:				
Developed technology	$ 1,115	2-7 years	$ (819)	$ 296
Tradenames	554	2-7 years	(225)	329
Customer relationships	4,241	5 years	(1,802)	2,439
Total intangible assets	$ 5,910		$ (2,846)	$ 3,064

Total amortization expense for the years ended December 31, 2013, 2014 and 2015 was $23,000, $1.0 million and $1.5 million, respectively. Total amortization expense for the six months ended June 30, 2015 and 2016 was $0.8 million (unaudited) and $0.6 million (unaudited), respectively. Amortization expense of tradenames and customer relationships is included within general and administrative expenses, while amortization of developed technology is included in cost of revenue. The Company recorded amortization expense attributed to developed technology of $23,000, $0.2 million and $0.4 million for the period ended December 31, 2013, 2014 and 2015, respectively. The Company recorded amortization expense attributed to developed technology of $0.2 million (unaudited) and $0.1 million (unaudited) for the six months ended June 30, 2015 and 2016, respectively.

The expected amortization of the intangible assets, as of December 31, 2015, for each of the next five years and thereafter is as follows:

Year ending December 31:	(in thousands)
2016	$ 1,295
2017	1,234
2018	1,063
2019	408
2020	60
Thereafter	59
	$ 4,119

(8) Income Taxes

The components of loss before income taxes are as follows:

	Year Ended December 31,		
	2013	2014	2015
		(in thousands)	
Domestic	$(671)	$ 395	$ (8,016)
Foreign	(100)	(1,107)	(3,370)
Total	$(771)	$ (712)	$(11,386)

For purposes of the reconciling the Company's provision for income taxes at the statutory rate and the Company's provision (benefit) for income taxes at the effective tax rate, a notional 34% tax rate was applied as follows:

	Year Ended December 31,		
	2013	2014	2015
		(in thousands)	
Income tax (benefit) at federal statutory rate	$(262)	$(242)	$(3,871)
Increase/(decrease) in tax resulting from:			
State income tax expense, net of federal	—	9	(103)
Nondeductible permanent items	86	123	567
Foreign rate differential	—	228	474
State rate change	24	9	(74)
Adjustment to deferred taxes	(74)	(2)	(525)
Change in valuation allowance	259	(248)	2,921
Uncertain tax positions	72	12	50
Other	13	22	(1)
Total	$ 118	$ (89)	$ (562)

The difference between the statutory federal income tax rate and the Company's effective tax rate in 2013, 2014 and 2015 is primarily attributable to the effect of state income taxes, difference between the U.S. and foreign tax
rates, deferred tax state rate adjustment, share-based compensation and other non-deductible permanent items, and the change in valuation allowance. The Company's China and U.K. subsidiaries were subject to 25% and 20% applicable statutory income tax rates, respectively, for the periods presented.

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In determining quarterly provisions for income taxes, the Company uses the annual estimated effective tax rate applied to the actual year-to-date loss. The Company's annual estimated effective tax rate differs from the statutory rate primarily as a result of state taxes, tax amortization of goodwill and difference between the U.S. and foreign tax rates. For the six months ended June 30, 2015 and 2016, the Company recorded income tax benefit of $0.2 million (unaudited) and $0.1 million (unaudited), respectively.

The provision for (benefit from) income taxes is as follows:

	Year Ended December 31,		
	2013	2014	2015
	(in thousands)		
Current:			
Federal	$ 20	$ 16	$ (14)
State	26	24	4
Foreign	72	191	(101)
	118	231	(111)
Deferred:			
Federal	(301)	255	(2,536)
State	42	(1)	(315)
Foreign	—	(326)	(521)
	(259)	(72)	(3,372)
Change in valuation allowance	259	(248)	2,921
Total	$ 118	$ (89)	$ (562)

The net deferred tax assets (liabilities) at December 31, 2014 and 2015 are comprised of the following:

	As of December 31,	
	2014	2015
	(in thousands)	
Deferred rent	$ 66	$ 110
AMT credit	64	50
Accrued expenses	1,112	1,341
Deferred revenue	328	359
Net operating loss carryforward	12,835	15,737
Other assets	121	411
Intangible assets	(1,312)	(1,524)
Property and equipment	(380)	(282)
Other liabilities	—	(16)
Valuation allowance	(13,610)	(16,531)
Total non-current deferred income tax liabilities	$ (776)	$ (345)

In November 2015, the FASB issued ASU 2015-17, *Balance Sheet Classification of Deferred Taxes*, requiring all deferred tax assets and liabilities, and any related valuation allowance, to be classified as non-current on the balance sheet. The Company elected to retrospectively adopt the accounting standard in the fourth quarter of 2015.

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Management assesses the available positive and negative evidence to estimate if sufficient future taxable income will be generated to use the existing deferred tax assets. A significant piece of objective negative evidence evaluated was the cumulative loss incurred over the three-year period ended December 31, 2015. Such objective evidence limits the ability to consider other subjective evidence such as its projections for future growth. On the basis of this evaluation, at December 31, 2014 and 2015, a valuation allowance of $13.6 million and $16.5 million, respectively, has been recorded since it is more likely than not that the deferred tax assets will not be realized.

At December 31, 2014, the Company has federal and state net operating loss carryforwards of $32.2 million and $33.1 million, respectively. At December 31, 2015, the Company has federal and state net operating loss carryforwards of $39.2 million and $36.6 million, respectively, which expire in varying amounts through 2032. Section 382 of the Internal Revenue Service, or IRS, Code, or Section 382, imposes limitations on a corporation's ability to utilize its Net Operating Losses, or NOLs, if it experiences an "ownership change." In general terms, an ownership change may result from transactions increasing the ownership percentage of certain stockholders in the stock of the corporation by more than 50% over a three year period. In the event of an ownership change, utilization of the NOLs would be subject to an annual limitation under Section 382 determined by multiplying the value of the Company's stock at the time of the ownership change by the applicable long-term tax exempt rate. The Company has not completed a Section 382 study at this time; however should a study be completed certain NOLs may be subject to such limitations. Any future annual limitation may result in the expiration of NOLs before utilization.

For the period ended December 31, 2013, 2014 and 2015, the Company has recorded $72,000, $12,000 and $50,000 related to uncertain tax positions. For the six months ended June 30, 2015 and 2016, the Company recorded $0 (unaudited) and $0.1 million (unaudited) related to uncertain tax positions. The Company's policy is to recognize interest and penalties related to uncertain tax positions, if any, in the income tax provision. At December 31, 2014 and 2015 and June 30, 2016, the Company had $0, $0 and $5,000 (unaudited) in accrued interest and penalties related to uncertain tax positions.

The Company is subject to taxation in the United States and various states along with other foreign countries. Due to the presence of net operating loss carryforwards, all of the income tax years remain open for examination by the IRS and various state and foreign taxing authorities. The Company has not been notified that it is under audit by the IRS for any of the tax years currently open. The Company is not currently under audit from any state taxing authorities.

The following changes occurred in the amount of unrecognized tax benefits during the years ended December 31, 2013, 2014, and 2015:

	Year Ended December 31,		
	2013	2014	2015
	(in thousands)		
Beginning balance of unrecognized tax benefits	$ 33	$ 105	$ 117
Additions for current year tax positions	72	12	50
Ending balance of unrecognized tax benefits (excluding interest and penalties)	$ 105	$ 117	$ 167
Interest and penalties associated with unrecognized tax benefits	—	—	—
Ending balance of unrecognized tax benefits (including interest and penalties)	$ 105	$ 117	$ 167

The amount of income taxes the Company pays is subject to ongoing audits by taxing jurisdictions around the world. The Company's estimate of the potential outcome of any uncertain tax position is subject to management's assessment of relevant risks, facts, and circumstances existing at that time. The Company believes that it has adequately provided for these matters. However, the Company's future results may include favorable

or unfavorable adjustments to its estimates in the period the audits are resolved, which may impact the Company's effective tax rate. The Company does not believe that it is reasonably possible that the total amount of unrecognized tax benefits will significantly increase or decrease in the next 12 months. As of December 31, 2015, the Company's tax filings are generally subject to examination in major tax jurisdictions for years ending on or after December 31, 2013.

Deferred income taxes have not been provided for undistributed earnings of the Company's consolidated foreign subsidiaries because of the Company's intent to reinvest such earnings indefinitely in active foreign operations. At December 31, 2015, the Company had $0.1 million in unremitted earnings that were permanently reinvested related to its consolidated foreign subsidiaries.

(9) Debt

At December 31, 2014, the Company had a $7.0 million line of credit with Silicon Valley Bank against the Company's accounts receivable, bearing an interest rate of prime plus 1.75% per annum if the "Adjusted Quick Ratio" is at least 1.00 at all times during each of the preceding three calendar months and prime plus 2% per annum otherwise. "Adjusted Quick Ratio" is defined as the ratio of unrestricted cash plus net trade accounts receivable to current liabilities minus deferred revenue. The Company could borrow a maximum of the lesser of $5.0 million or 80% of the eligible account receivable balance.

The line of credit required the Company to comply with certain financial and nonfinancial covenants that restrict the Company's ability to, among other things, (1) incur additional indebtedness; (2) incur liens; (3) pay dividends or repurchase its convertible preferred stock; (4) merge or consolidate with another entity; or (5) sell, transfer, assign, lease or otherwise dispose of all or substantially all of the Company's assets. Failure to comply with these covenants would have required all or a portion of the loans to become immediately payable. The line of credit had a first priority lien over the Company's accounts receivable. As of December 31, 2014 the Company was in compliance with the financial covenants under the agreement.

At December 31, 2014 and 2015, $3.0 million and $0, respectively, was outstanding under the line of credit. The line of credit was set to mature on April 30, 2015 and was subsequently extended to July 17, 2015. In July 2015, the Company paid off its line of credit with Silicon Valley Bank.

Interest cost incurred and charged to expense related to the line of credit was $0.2 million and $0.1 million for the years ended December 31, 2014 and 2015, respectively.

In June 2015, the Company entered into a loan and security agreement with Western Alliance Bank (formerly known as Bridge Bank) to provide a secured revolving line of credit that allows the Company to borrow up to $10.0 million for working capital and general business requirements. In February 2016, the Company entered into an amendment of its loan and security agreement with Western Alliance Bank to increase the capacity of its revolving line of credit by $5.0 million. Amounts outstanding under the line of credit bear interest at the prime rate plus 0.75% with accrued interest payable on a monthly basis and outstanding and unpaid principal due upon maturity of the credit facility in June 2018. At December 31, 2015 and June 30, 2016, $10.0 million and $10.5 million (unaudited), respectively, was outstanding under the line of credit. There was no unused borrowing availability and $4.5 million (unaudited) under the line of credit at December 31, 2015 and June 30, 2016, respectively.

In addition to the revolving line of credit, the loan and security agreement also provides for a $5.0 million growth capital term loan. The term loan bears interest at a floating per annum rate equal to the prime rate plus 1.75%. Interest on the term loan was payable monthly in arrears for the first 12 months. Thereafter, the term loan will be payable in thirty-six equal monthly installments of principal, plus all accrued interest, beginning on June 30, 2016. The term loan may be prepaid at the Company's option, subject to a prepayment fee equal to 2% of the

principal amount being repaid if such prepayment occurs on or prior to the first anniversary of the closing date. The loan maturity date is June 30, 2019.

Western Alliance Bank maintains a security interest in substantially all of the Company's tangible and intangible assets, excluding intellectual property, to secure any outstanding amounts under the loan and security agreement. The loan and security agreement contains customary events of default, conditions to borrowing and covenants, including restrictions on the Company's ability to dispose of assets, make acquisitions, incur debt, incur liens and make distributions and dividends to stockholders. The loan and security agreement also includes a financial covenant related to the Company's recurring revenue renewal rate. During the continuance of an event of default, Western Alliance Bank may accelerate amounts outstanding, terminate the credit facility and foreclose on the collateral.

As of December 31, 2015 and June 30, 2016, $5.0 million was outstanding under the growth capital term loan, and the Company was in compliance with all covenants in the loan and security agreement.

Interest cost incurred and charged to expense related to the term loan and line of credit was $0.1 million and $0.1 million, respectively, for the year ended December 31, 2015. Interest cost incurred and charged to expense related to the term loan and line of credit were $0.1 million (unaudited) and $0.2 million (unaudited), respectively, for the six months ended June 30, 2015 and 2016.

In February 2016, the Company entered into an amendment of its loan and security agreement with Western Alliance Bank to (1) increase the capacity of its revolving line of credit by $5.0 million to $15.0 million and (2) set the minimum prime rate based on which interest due is calculated at 3.25%. No other changes were made to the loan and security agreement. The loan and security agreement, as amended, allows the Company to borrow up to $15.0 million for working capital and general business requirements.

The Company adopted ASU 2015-03 in the first quarter of 2016 and reclassified $48,000 of deferred financing costs, net, resulting in a deduction from the carrying value of the Company's long term line of credit and term loan, respectively, within its December 31, 2015 consolidated balance sheet. See note 2, "Summary of Significant Accounting Policies," for further information.

Future maturities of debt are as follows (in thousands):

Year ending December 31,	
2016	$ 833
2017	1,667
2018	11,667
2019	833
	$15,000

(10) Notes Payable

In March 2014, the Company issued two seller notes payable in connection with the acquisition of Vocal. The notes had an aggregate principal amount of $2.7 million, scheduled to mature on September 13, 2015 in the amount of $2.1 million and December 31, 2015 in the amount of $0.6 million. Both notes have a stated interest rate of 2.5%. The notes were recorded at their estimated fair value of $2.5 million at the issuance date, and imputed interest will be accreted to non-cash interest expense to the maturity date, using a 5.25% interest rate. At December 31, 2015, the carrying value of the notes was $0.5 million. The former owner of Vocal was retained as an employee of the Company; however, the former owner's employment ended in 2015. The final note payable was repaid in January 2016.

In December 2014, the Company issued a note payable to the seller in connection with the acquired technology of HipaaBridge. The note has an aggregate principal amount of $1.5 million, scheduled to mature on December 15, 2015, and has no stated interest rate. The note was recorded at its estimated fair value of

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Notes to the Consolidated Financial Statements—(Continued)

$1.4 million at the acquisition date, and imputed interest will be accreted to non-cash interest expense to the maturity date, using a 5.25% interest rate. At December 31, 2015, the carrying value of the note was $1.5 million. The former majority owner of HipaaBridge was retained as an employee of the Company. The note was paid in full in January 2016.

Interest cost incurred and charged to expense related to the notes payable was $0.1 million, $0.2 million, $0.1 million (unaudited) and $0 (unaudited) for the years ended December 31, 2014 and 2015 and the six months ended June 30, 2015 and 2016, respectively.

(11) Stockholders' Deficit

Preferred Stock

At December 31, 2014 and 2015, there are 3,129,084 shares of Series A convertible preferred stock, or Series A, and 5,225,879 shares of Series A-1 convertible preferred stock, or Series A-1, issued and outstanding.

The rights, preferences, and privileges of the Series A and Series A-1 are as follows:

Dividend Provisions—Holders of the Series A and Series A-1 are entitled to receive, prior and in preference to holders of the Company's common stock and the Company's Class A common stock, or Class A, cumulative dividends from the respective dates of issuance that accrue at a rate of 8% per annum payable only if and when declared by the Company's board of directors or upon the liquidation, sale or change in control of the Company.

At December 31, 2014 and 2015, the amount of undeclared cumulative dividends totaled $8.0 million and $9.6 million, respectively.

Liquidation Preference. If the Company is liquidated, dissolved or wound up, or if all or substantially all of the Company's assets are acquired or if the Company undergo a change in control, the holders of the Series A and Series A-1 then outstanding shall be entitled to be paid out of the Company's assets available for distribution, before any payment shall be made to the holders of common stock or Class A, the greater of (1) an amount in cash equal to the stated value per share of such holders' preferred stock plus any accrued but unpaid dividends, whether or not declared, through the date of such liquidation, sale or change in control or (2) such amounts as such holders would receive if, immediately prior to such liquidation, sale or change in control, the outstanding Series A, Series A-1, and Class A were converted into the Company's common stock. If the assets or funds available for distribution to the holders of Series A and Series A-1 are insufficient to pay such holders the full amount to which they are entitled, the holders would share prorata in the assets and funds available for distribution, based upon the aggregate value per share of such holders' preferred stock plus any unpaid dividends, whether or not declared.

Conversion Rights. Each share of preferred stock is convertible at the option of the holder into common stock at a conversion price per share of $2.25 and $2.49 (each subject to adjustments upon the occurrence of certain dilutive events) for Series A and Series A-1, respectively. Each share of Series A and Series A-1 is currently convertible into shares of common stock on a one-for-one basis.

Mandatory Conversion Rights. Each share of Series A and Series A-1 shall automatically be converted into shares of common stock at the then effective conversion price for such shares upon the affirmative election of at least a majority of the outstanding shares of preferred stock, or the closing of an underwritten initial public offering with aggregate gross proceeds of at least $35.0 million and a per share price to the public of at least $12.46.

Voting Rights. Holders of each share of Series A and Series A-1 are entitled to the number of votes equal to the number of shares of common stock into which each such share of Series A and Series A-1 is convertible.

Redemption Rights. The preferred stock is not redeemable.

Common Stock

Holders of the Company's common stock have one vote per share and no preferences. The Series A, Series A-1 and common stock holders vote together on an as-converted basis. Issuance of additional shares of Class A requires the approval of at least a majority of the holders of the Series A and Series A-1. The Class A holders do not have any voting rights.

The Class A holders have dividend rights. The Company cannot declare, pay or set aside dividends on shares of common stock unless the holders of Common A receive the same dividend per share as the holders of common stock. The Class A holders also have liquidation rights if the Company is liquidated, dissolved or wound up, if all or substantially all of the Company's assets are acquired or if the Company undergo a change in control. If, upon such an event, the Series A and Series A-1 receive their liquidation preference amount, the Class A will be entitled to receive an amount per share equal to $1.15 (as adjusted for stock splits, combinations and similar events) plus any dividends declared but unpaid on shares of the Class A. If the assets or funds available for distribution to the holders of Class A are insufficient to pay such holders the full amount to which they are entitled, the holders would share prorata in the assets and funds available for distribution, based upon the aggregate value per share of such holders' Class A, plus any declared and unpaid dividends thereon. If the holders of preferred stock receive their liquidation preference on an as-converted to common basis, the Company's remaining assets, after distribution to the holders of preferred stock, will be distributed ratably among the holders of common stock and Class A. Each share of Class A shall convert automatically into one share of common stock upon the mandatory conversion of the Series A and Series A-1.

At December 31, 2014 and 2015 and June 30, 2016, there were 11,237,257, 11,106,926 and 11,154,536 (unaudited) shares of common stock issued and outstanding, respectively, and 1,164,105 shares of Class A issued and outstanding.

In January 2015, the Company, pursuant to its repurchase right, repurchased 173,913 shares of its common stock from a former employee, who was also a stockholder and current board member for $1.5 million. The shares of common stock were retired and recorded as a reduction of common stock and additional paid-in-capital.

Warrants

In July 2007, the Company entered into a loan and security agreement with PMC Financial Services Group, LLC, or PMC, which was accompanied by a warrant to purchase up to 108,696 shares of common stock at an exercise price of $6.90 per share. PMC elected to exercise this warrant, effective July 11, 2014, on a cashless basis for 18,740 shares of common stock.

In June 2009, the Company issued a warrant to purchase 10,029 shares of the Company's Series A-1 preferred stock at an exercise price of $2.49 per share in connection with a preferred stock offering. The warrant expires upon the earlier of (1) 10 years after the issuance date, (2) the closing of an initial public offering; or (3) when a change in control transaction takes place. At December 31, 2014 and 2015, the warrant remained unexercised.

In June 2009, the Company issued a warrant to purchase 120,335 shares of the Company's Series A-1 preferred stock at an exercise price of $2.49 per share in connection with a preferred stock offering. The warrant expires upon the earlier of (1) 10 years after the issuance date, (2) five years after the closing of an initial public offering; or (3) when a change in control transaction takes place. At December 31, 2014 and 2015, the warrant remained unexercised.

No warrants were exercised during the six months ended June 30, 2016 (unaudited).

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(12) Stock Plans and Stock-Based Compensation

In June 2008, the Company adopted the 2008 Plan, which permits the granting of stock options to the Company's' employees, directors and consultants. The total number of shares authorized for awards of stock options under the 2008 Plan was 1,472,261 shares of common stock. On September 7, 2011, that number was increased to 2,426,087, on May 1, 2012, the number was decreased to 2,269,749 and on July 15, 2015 the number was increased to 3,226,271. As of December 31, 2014 and 2015, there were 1,391,923 and 232,304 shares available for grant under the 2008 Plan, respectively. Stock option awards are granted with an exercise price equal to the fair market value of the Company's common stock at the date of grant as determined by the Company's board of directors. The option awards generally vest over four years and are exercisable any time after vesting. The stock options expire ten years after the date of grant.

The weighted-average grant-date fair value per share of options granted for the years ended December 31, 2013, 2014 and 2015 and the six months ended June 30, 2015 and 2016, was $2.93, $9.26, $12.19, $5.29 (unaudited) and $8.97 (unaudited), respectively. The Company recorded stock-based compensation expense of $0.2 million, $0.4 million, $1.5 million, $0.4 million (unaudited) and $1.4 million (unaudited) for the years ended December 31, 2013, 2014 and 2015 and the six months ended June 30, 2015 and 2016, respectively.

The total intrinsic value of options exercised in 2013, 2014, 2015 and the six months ended June 30, 2015 and 2016 was $0.3 million, $1.1 million, $0.5 million, $0.1 million (unaudited) and $0.5 million (unaudited), respectively. This intrinsic value represents the difference between the fair market value of the Company's common stock on the date of exercise and the exercise price of each option. Based on the fair market value of the Company's common stock at December 31, 2013, 2014 and 2015 and at June 30, 2015 and 2016 the total intrinsic value of all outstanding options was $0.3 million, $5.0 million, $10.1 million, $4.8 million (unaudited) and $9.6 million (unaudited), respectively.

There were no excess tax benefits realized for the tax deductions from stock options exercised during the years ended December 31, 2013, 2014 and 2015 and the six months ended June 30, 2015 and 2016 (unaudited).

The fair value of stock option grants is determined using the Black-Scholes option pricing model with the following weighted average assumptions.

	Year Ended December 31,			Six Months Ended June 30,	
	2013	2014	2015	2015	2016
Expected term (in years)(1)	5.53 - 7.03	5.89 - 6.13	5.09 - 6.15	5.52 - 6.15	5.29 - 6.10
Expected volatility(2)	65%	51.7% - 69%	60%	60%	70%
Risk-free interest rate(3)	0.91 - 2.14%	1.63% - 2.06%	1.41% - 1.94%	1.47% - 1.81%	1.28% - 1.86%
Expected dividend yield(4)	—%	—%	—%	—%	—%

(1) The expected term represents the period that the stock-based compensation awards are expected to be outstanding. Since the Company did not have sufficient historical information to develop reasonable expectations about future exercise behavior, the Company used the simplified method to compute expected term, which reflects the average of the time-to-vesting and the contractual life;

(2) The expected volatility of the Company's common stock on the date of grant is based on the volatilities of publicly traded peer companies that are reasonably comparable to the Company's own operations;

(3) The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant for zero coupon U.S. Treasury notes with maturities approximately equal to the expected term of the options; and

(4) The expected dividend yield is assumed to be zero as the Company have never paid dividends and have no current plans to pay any dividends on the Company's common stock.

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Notes to the Consolidated Financial Statements—(Continued)

Total unrecognized compensation cost, adjusted for estimated forfeitures, related to nonvested stock options was approximately $1.0 million and $6.8 million as of December 31, 2014 and 2015, respectively, and is expected to be recognized over a weighted average period of 1.46 years and 1.62 years as of December 31, 2014 and 2015, respectively.

The amount of cash received from the exercise of stock options in 2014 and 2015 was $0.2 million and $0.1 million, respectively. The Company issued 19,801 shares of common stock during the year ended December 31, 2013 for stock options exercised prior to vesting. The unvested shares are subject to the Company's repurchase right at the lesser of the original exercise price or market price. The proceeds from the early exercise of stock options are recorded in accrued expenses and reclassified to common stock as the shares vest and the Company's repurchase rights lapse. There are 19,801 shares held in escrow which are subject to repurchase for early exercise of stock options at an aggregate price of $1.78 per share at December 31, 2014 and 2015.

A summary of activities under the 2008 Option Plan is shown as follows for the years ended December 31, 2014 and 2015 and the six months ended June 30, 2016 (unaudited):

	Stock options outstanding	Weighted average exercise price
Outstanding at December 31, 2013	887,717	$ 1.44
Granted	118,192	7.02
Exercised	(185,768)	1.21
Forfeited/canceled	(120,479)	2.82
Outstanding at December 31, 2014	699,662	2.24
Granted	1,190,317	12.19
Exercised	(37,559)	1.32
Forfeited/canceled	(30,698)	7.76
Outstanding at December 31, 2015	1,821,722	8.68
Granted (unaudited)	223,586	14.66
Exercised (unaudited)	(47,610)	3.05
Forfeited/canceled (unaudited)	(44,459)	6.21
Outstanding at June 30, 2016 (unaudited)	1,953,239	9.55

Stock-based compensation expense is recognized over the award's expected vesting schedule, which is reduced for estimated forfeitures. Forfeitures are estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. Forfeitures were estimated based on the Company's historical experience and future expectations.

Everbridge, Inc.
Notes to the Consolidated Financial Statements—(Continued)

Stock options outstanding, and options exercisable and vested are as follows:

Outstanding as of December 31, 2014	Remaining contractual life (years)	Weighted average exercise price	Exercisable as of December 31, 2014	Remaining contractual life (years)	Weighted average exercise price
699,662	8.00	$ 2.24	346,468	7.45	$ 1.50

Outstanding as of December 31, 2015	Remaining contractual life (years)	Weighted average exercise price	Exercisable as of December 31, 2015	Remaining contractual life (years)	Weighted average exercise price
1,821,722	8.62	$ 8.68	472,463	6.88	$ 1.90

Outstanding as of June 30, 2016 (unaudited)	Remaining contractual life (years)	Weighted average exercise price	Exercisable as of June 30, 2016	Remaining contractual life (years)	Weighted average exercise price
1,953,239	8.35	9.55	615,062	6.91	$ 3.62

Vested and nonvested stock option activity under the Plan was as follows:

	Vested		Nonvested	
	Options outstanding	Weighted average exercise price	Options outstanding	Weighted average exercise price
Outstanding at December 31, 2014	346,468	1.50	353,194	2.99
Outstanding at December 31, 2015	472,463	1.90	1,349,259	10.87
Outstanding at June 30, 2016 (unaudited)	615,062	3.62	1,338,177	12.13

From time to time, the Company grants stock options that contain performance conditions. During 2013, the Company granted certain employees stock options to purchase 6,957 shares of common stock at a weighted average exercise price of $1.78 per share. These awards contain performance conditions based on achieving certain revenue targets. These performance based stock options vest over a 48 month requisite service period beginning on March 1, 2013. Based on the achievement levels of the performance criteria, as of December 31, 2015, there are 3,479 outstanding stock options with a weighted average exercise price of $1.78 that are eligible for vesting over the requisite service period. No stock options that contain performance conditions were issued during 2014 and 2015 or the six months ended June 30, 2016 (consolidated).

In January and May of 2016, the Company's board of directors granted options to purchase a total of 223,566 shares of the Company's common stock to employees at a weighted-average exercise price of $14.66 per share. The stock options vest over periods ranging from two to four years. The estimated total stock-based compensation expense associated with these stock options of $2.0 million (unaudited) is expected to be recognized over a weighted average period of 3.8 years (unaudited).

Everbridge, Inc.
Notes to the Consolidated Financial Statements—(Continued)

The Company classified stock based compensation relating to stock options and RSAs in the following captions in the accompanying consolidated statements of comprehensive loss:

	Year Ended December 31,			Six Months Ended June 30	
	2013	2014	2015	2015	2016
	(in thousands)			(unaudited)	
Cost of revenue	$ 48	$ 82	150	57	89
Sales and marketing	82	120	315	102	292
Research and development	28	147	297	134	176
General and administrative	18	27	760	65	849
Total stock based compensation cost	$176	$376	1,522	358	1,406

(13) Basic and Diluted Net Loss per Share

The Company has two classes of stock and, consequently, basic and diluted net loss per common share is presented in conformity with the two-class method required for participating securities. Holders of Series A and Series A-1 preferred stock are each entitled to receive cumulative dividends at a rate of 8% per annum, payable prior and in preference to any dividends on any shares of the Company's common stock. In the event a dividend is paid on common stock, the holders of preferred stock are entitled to a proportionate share of any such dividend as if they were holders of common stock (on an as-if converted basis). As a result, the Company's outstanding series of preferred stock are considered to be participating securities. The holders of our preferred stock do not have a contractual obligation to share in our losses; therefore, no amount of total undistributed loss is allocated to preferred stock. If the Company declares, pays or sets aside dividends on shares of common stock, the holders of class A common stock are entitled to receive the same dividend per share as the holders of common stock.

Under the two-class method, basic net loss per share attributable to common stockholders is computed by dividing the net loss attributable to common stockholders by the weighted-average number of shares of common stock outstanding, including participating securities, if applicable, during the period. Net loss attributable to common stockholders is determined by allocating undistributed earnings, calculated as net loss less current period preferred stock dividends, between holders of common stock and class A common stock, including participating securities, if applicable. Diluted net loss per share attributable to common stockholders is computed by dividing the net loss attributable to common stockholders by the weighted-average number of shares of common stock outstanding, including potential dilutive shares of common stock assuming the dilutive effect of preferred stock and outstanding stock options and warrants using the treasury stock method or if-converted method, whichever is more dilutive. As the Company reported losses attributable to common stockholders for all periods presented, all potentially dilutive shares of common stock are antidilutive for those periods.

The following common equivalent shares were excluded from the diluted net loss per share calculation because their inclusion would have been anti-dilutive:

	Year Ended December 31,			Six Months Ended June 30,	
	2013	2014	2015	2015	2016
				(unaudited)	
Stock options	887,717	699,662	1,821,722	1,035,152	1,953,239
Common stock warrants	108,696	—	—	—	—
Series A-1 preferred stock warrants	130,384	130,384	130,384	130,384	130,384
Convertible preferred stock	8,354,963	8,354,963	8,354,963	8,354,963	8,354,963
Total	9,481,760	9,185,009	10,307,069	9,520,499	10,438,586

Everbridge, Inc.
Notes to the Consolidated Financial Statements—(Continued)

The Company is required to reserve and keep available from the Company's authorized but unissued shares of common stock such number of shares sufficient for the exercise of all outstanding warrants, plus shares granted and available for grant under the Company's 2008 Plan.

The amount of such shares of the Company's common stock reserved for these purposes at December 31, 2015 is as follows:

	Number of Shares
Outstanding stock options	1,821,722
Outstanding Series A-1 warrants	130,384
Outstanding Class A common stock	1,164,105
Convertible preferred stock	8,354,963
Additional shares available for grant under equity plan	232,304
Total	11,703,478

(14) Segment information

The Company operates as one operating segment. Operating segments are defined as components of an enterprise for which separate financial information is evaluated regularly by the chief operating decision maker, or CODM, who is the Company's chief executive officer, in deciding how to allocate resources and assess the Company's financial and operational performance. While the Company has applications that address multiple mass notification use cases, all of the Company's applications operate on and leverage a single technology platform and are deployed and sold in an identical way. In addition, the Company CODM evaluates the Company's financial information and resources and assesses the performance of these resources on a consolidated basis. As a result, the Company has determined that the Company's business operates in a single operating segment. Since the Company operates as one operating segment, all required financial segment information can be found in the consolidated financial statements.

(15) Geographic Concentrations

Revenue by location is determined by the billing address of the customer. Approximately 99%, 86%, 86% and 88% (unaudited) of the Company's revenue was from the United States for the fiscal years ended December 31, 2013, 2014, 2015 and for the six months ended June 30, 2016 (unaudited), respectively. No other individual country comprised more than 10% of total revenue for the fiscal years ended December 31, 2013, 2014, 2015 or for the six months ended June 30, 2016 (unaudited). Property and equipment by geographic location is based on the location of the legal entity that owns the asset. As of December 31, 2014 and 2015 and June 30, 2016 (unaudited), more than 95% of the Company's property and equipment was located in the United States.

(16) Employee Benefit Plan

The Company maintains a 401(k) plan for the benefit of the Company's eligible employees. The plan covers all employees who have attained minimum service requirements. The Company currently does not contribute to the retirement plan for any of its employees.

(17) Commitments and Contingencies

(a) Leases

The Company leases office space in Glendale, California; Pasadena, California; San Francisco, California; Burlington, Massachusetts; Colchester, England; Windsor, England and Beijing, China under operating leases and recognizes escalating rent expense on a straight-line basis over the expected lease term.

Everbridge, Inc.
Notes to the Consolidated Financial Statements—(Continued)

Future minimum lease payments under non-cancelable capital and operating leases in effect at December 31, 2015 are as follows:

	Capital	Operating
	(in thousands)	
Year ending December 31:		
2016	$ 61	$ 1,317
2017	—	584
2018	—	61
2019	—	61
2020	—	40
Total minimum lease payments	61	$ 2,063
Less amount representing interest lease payments	3	
Capital lease obligations, current	$ 58	

Future minimum operating lease payments have been reduced by future minimum sublease income of $0.3 million.

(b) Rent

Rent expense for the years ended December 31, 2013, 2014 and 2015 was $0.6 million, $0.9 million and $1.7 million respectively. Rent expense for the six months ended June 30, 2015 and 2016 was $0.7 million (unaudited) and $0.8 million (unaudited), respectively.

Rent expense of $46,000, $50,000, $26,000 (unaudited) and $22,000 (unaudited) for the years ended December 31, 2014 and 2015 and the six months ended June 30, 2015 and 2016, respectively, was paid to the former owner of Vocal who is no longer an employee of the Company.

In March 2016, the Company entered into a lease for its new executive offices in Pasadena, California that will result in future minimum lease payments of $1.0 million over the next three years.

Deferred rent expense at December 31, 2014 and 2015 was $0.2 million and $0.2 million, respectively, and was recorded in accrued expenses.

(c) Litigation

In the normal course of business, the Company has been subjected to various unasserted claims. The Company does not believe these will have a material adverse impact to the financial statements.

(d) Employee Contracts

The Company has entered into employment contracts with certain of the Company's executive officers which provide for at-will employment. However, under the provisions of the contracts, the Company would incur severance obligations of up to twelve months of the executive's annual base salary for certain events, such as involuntary terminations.

(18) Subsequent Events

In preparing the financial statements as of and for the year ended December 31, 2015, the Company evaluated subsequent events for recognition and measurement purposes through April 15, 2016, the date that the independent auditors' report was originally issued and the audited annual consolidated financial statements were

Everbridge, Inc.
Notes to the Consolidated Financial Statements—(Continued)

available for issuance. After the original issuance of the consolidated financial statements and through September 6, 2016, the Company evaluated subsequent events or transactions that have occurred that may require disclosure in the accompanying financial statements. Except as described below, the Company has concluded that no events or transactions have occurred that require disclosure in the accompanying financial statements.

On July 1, 2016, the Company's growth capital term loan agreement was amended to allow the Company to make 30 equal monthly payments of principal, plus all accrued interest, beginning on January 10, 2017.

In August 2016, the Company's board of directors granted options to purchase a total of 18,004 shares of the Company's common stock to employees at a weighted-average exercise price of $14.66 per share. The stock options vest over periods ranging from three to four years. The estimated total stock-based compensation expense associated with these stock options of $0.2 million (unaudited) is expected to be recognized over a weighted-average period of 3.9 years (unaudited).

On September 2, 2016, the Company's board of directors approved an amended and restated certificate of incorporation of the Company to (1) effect a reverse split on outstanding shares of the Company's common stock and convertible preferred stock on a one-for-5.75 basis (the "Reverse Stock Split"), (2) decrease the number of authorized shares of the Company's common stock to 100,000,000, decrease the number of authorized shares of the Company's class A common stock to 1,164,497 and decrease the authorized shares of the Company's preferred stock to 9,000,000 and (3) modify the threshold for automatic conversion of the Company's preferred stock into shares of the Company's common stock in connection with an initial public (collectively, the "Charter Amendment"). The par values of the common stock and preferred stock were not adjusted as a result of the Reverse Stock Split. The Charter Amendment was approved by the Company's stockholders on September 2, 2016 and became effective upon the filing of the Charter Amendment with the State of Delaware on September 2, 2016. All issued and outstanding common stock and preferred stock and related share and per share amounts contained in these financial statements have been retroactively adjusted to reflect the Reverse Stock Split for all periods presented.

Independent Auditor's Report

To the Management of Everbridge
Burlington, Massachusetts

We have audited the accompanying financial statements of Nixle, LLC which comprise the balance sheet as of December 31, 2013, and the related statements of operations, changes in members' equity (deficit), and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe the audit evidence we obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Nixle, LLC as of December 31, 2013, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that Nixle will continue as a going concern. The conditions described in Note 2 indicate Nixle may not be able to continue as a going concern. The accompanying financial statements do not include any adjustments that might be necessary as a result of the outcome of this uncertainty. Our opinion is not modified with respect to that matter.

/s/ Werdann Devito LLC
WERDANN DEVITO LLC

Clark, New Jersey
July 15, 2015

NIXLE, LLC
Balance Sheet
December 31, 2013

ASSETS		
Current assets		
Cash	$ 116,178	
Accounts receivable	310,847	
Prepaid expenses and other current assets	28,381	
Total current assets		$ 455,406
Equipment, net		36,002
Other assets		
Security deposits	13,000	
Total other assets		13,000
Total assets		$ 504,408
LIABILITIES AND EQUITY (DEFICIT)		
Current liabilities		
Accounts payable	$ 474,786	
Accrued expenses and other current liabilities	5,331,167	
Current portion of deferred revenue	658,514	
Note payable – 8%	13,090,000	
Total current liabilities		$ 19,554,467
Long-term liabilities		
Deferred revenue	51,428	
Note payable – 11.25%	6,957,590	
Convertible promissory notes	1,200,000	
Loans payable	1,255,000	
Total long-term liabilities		9,464,018
Commitments and contingencies		—
Equity (deficit)		
Class A Units	427,005	
Class B Units	9,677,100	
Class C Units	—	
Accumulated deficit	(38,618,182)	
Total equity (deficit)		(28,514,077)
Total liabilities and equity (deficit)		$ 504,408

See notes to financial statements.

NIXLE, LLC
Statement of Operations
Year Ended December 31, 2013

Revenue		$ 597,366
Direct costs		1,950,645
Gross profit (loss)		(1,353,279)
Selling and general and administrative expenses		
Selling	$ 1,175,300	
General and administrative	1,888,206	
Total		3,063,506
Loss before interest and state tax expense		(4,416,785)
Interest expense		2,095,655
Loss before state tax expense		(6,512,440)
State tax expense		3,024
Net loss		$ (6,515,464)

See notes to financial statements.

NIXLE, LLC
Statement of Members' Equity (Deficit)
Year Ended December 31, 2013

	Class A	Class B	Class C	Accumulated Deficit	Total
Balance—beginning of year	427,005	9,677,100	—	$ (32,102,718)	$ (21,998,613)
Net income (loss)	—	—	—	(6,515,464)	(6,515,464)
Contributions	—	—	—	—	—
Distributions	—	—	—	—	—
Balance—end of year	427,005	9,677,100	—	$ (38,618,182)	$ (28,514,077)

See notes to financial statements.

NIXLE, LLC
Statement of Cash Flows
Year Ended December 31, 2013

Cash flows used by operations		
Net (loss)	$ (6,515,464)	
Adjustments to reconcile net (loss) to net cash used by operations		
Depreciation	36,541	
Changes in operating assets and liabilities		
Accounts receivable	(265,665)	
Prepaid expenses and other current assets	4,172	
Accounts payable	186,072	
Accrued expenses and other current liabilities	2,071,365	
Deferred revenue	470,345	
Net cash used by operating activities		$ (4,012,634)
Cash flows from investing activities		
Equipment purchases	(33,667)	
Net cash used by investing activities		(33,667)
Cash flows from financing activities		
Proceeds from note payable	4,075,000	
Net cash provided by financing activities		4,075,000
Net increase in cash		28,699
Cash—beginning of year		87,479
Cash—end of year		$ 116,178
Supplemental disclosures of cash flow information		
Cash paid during the year for:		
Interest		$ 16,067
Income taxes		$ 3,024

See notes to financial statements.

NIXLE, LLC
Notes to Financial Statements
December 31, 2013

Note 1—Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

Nixle LLC (Nixle), organized in New Jersey on January 15, 2007, originally under the name “Rockstar Media LLC” to develop, market and operate an information exchange system. The Members of Rockstar Media agreed to change the name to Nixle to coincide with the product name.

Nixle designs, develops and services secure communications systems. The systems let government agencies and other users simultaneously exchange information with residents. Its products, (1) Nixle Connect is a free notification service provided to registered police departments allowing them to connect with residents by text message, e-mail and the internet. (2) Nixle Engage, Nixle 360, and Nixle Connect for Schools are enhanced versions of the Nixle Connect system, offering users registered under paid subscription plans, the ability to participate in the real-time exchange of information with the public.

Summary of Significant Accounting Policies

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results may differ significantly from those estimates.

Cash Equivalents

For the purpose of the statement of cash flows short term investments maturing in three months or less are considered cash equivalents. Nixle had no investments considered cash equivalents at December 31, 2013.

Accounts Receivable

Accounts receivable are uncollateralized and non-interest bearing amounts Nixle expects to collect from its customers.

Equipment

Equipment is stated at cost. Depreciation is recorded using straight-line and accelerated methods over the equipment’s estimated useful life (3 to 7 years). Costs for maintenance and repairs are expensed as incurred.

Software Development Costs

Nixle internally develops and acquires software that it uses in providing services to its customers. Nixle accounts for costs of developing software according to Financial Accounting Standards Board (FASB) Accounting Standards Codification (“ASC”) 985-20 “Costs of Software to Be Sold, Leased, or Marketed.” Under ASC 985-20 costs for developing software to be sold, licensed or marketed are expensed until technological feasibility is established. When technological feasibility is reached capitalization of costs begins. Capitalization of costs ends and amortization begins when the application is available for release to customers.

Nixle recognizes technological feasibility when a working model is completed. Under this approach after successful internal quality assurance testing is performed the application is released to the subscriber base or market place. If changes are needed after the software is released Nixle takes care of it in later versions of the product. Modifications made during customer support services or while performing maintenance are expensed. Costs qualifying for capitalization between establishing technological feasibility and introducing the product to the market are minimal and thus expensed as incurred.

Capital Accounts

Individual capital accounts are increased by cash investments or the fair market value of property contributed and the distributive shares of profits and separately allocated items of income or gain.

Capital accounts are decreased by cash distributions or the book value of property distributed and the distributive share of losses and separately allocated items of expense or loss. Allocations of losses or deductions that would result in a deficit capital account balance are prohibited as losses are limited to each member's capital investment.

Revenue Recognition

Nixle earns revenue by providing premium services mostly under one year subscription agreements with customers. Revenue earned under subscription agreements is billed to and due by the customer prior to Nixle granting them access to service. Revenue is recognized over the term of the agreement. Unearned revenue for subscriptions still in effect at the end of a period are included as a liability in deferred revenue.

Financial Instruments

All financial instruments are carried at amounts that approximate fair value.

Advertising

Nixle expenses advertising costs when incurred. Nixle expensed advertising costs of $86,065 during the year ended December 31, 2013.

Income Taxes

Nixle was formed as a Limited Liability Company (LLC) electing to be taxed as a partnership under the Internal Revenue Code and applicable state laws. As a partnership, profits and losses pass through to the members and profits are taxed at the individual rather than the partnership level. Accordingly, Nixle has no tax liability, although distributions to members for personal income taxes incurred on partnership profits may be made during the year.

When reporting income or loss on its tax return, Nixle must account for certain transactions according to methods required by taxing authorities. As a result, the net income or loss and members' capital balances reported on the tax return are usually different from amounts reported in the financial statements.

Uncertain Tax Positions

Nixle is required to identify, measure, and disclose in the financial statements uncertain tax positions Management takes or expects to take when filing the partnership return. At December 31, 2013 Nixle had no uncertain tax positions requiring disclosure. Positions taken on tax matters on partnership returns are subject to review by Federal and State authorities may result in additional taxes and penalty or interest charges to Nixle or its members.

Tax returns are subject to examination by Federal and State authorities for three years from the date of filing. At December 31, 2013 Nixle's Federal and State tax returns for 2010, 2011 and 2012 are open to examination by the Internal Revenue Service, New Jersey and other state agencies.

Note 2—Going Concern and Uncertainties

Going concern

Nixle has reported net losses since inception and has an accumulated deficit of $38,618,182. Nixle is unable to pay back debt of $27,749,894, and current liabilities exceed current assets by $19,099,061. Nixle's financial statements are prepared on a going concern basis, which assumes the business operates without threat of liquidation for at least twelve months from the date that the financial statements were available to be issued.

Cash Flow and Funding

Nixle is unable to generate cash flow sufficient to fund operations under its current subscription agreements and service model. As a result Nixle is dependent on an “Angel Investor” to subsidize operations. This funding may end or significantly decrease at any time.

Management’s Plans

Management is working on plans to sell substantially all of Nixle’s assets including accounts receivable, customers, software, Nixle’s name and website, subscribers and other assets for cash and stock according to an asset purchase agreement (APA) with a buyer. After a successfully negotiated APA, Management plans to change Nixle’s name to NXL Holdings. NXL Holdings (a/k/a Nixle) will transfer its assets to the buyer and discontinue all software development projects and public notification services, terminate all employees and restructure the business to operate as a holding company with cash, investment in stock, and debt.

Uncertainties

Funding provided to Nixle by an Angel investor is winding down. Management is using cash for paying professionals representing Nixle on a sale of its assets, restructuring and to settle claims by two former members. The future of NXL Holdings (a/k/a Nixle) to continue as a going concern will be largely dependent on the final proceeds NXL Holdings (a/k/a Nixle) realizes from the fulfillment of the terms of an APA. However, even if Management is successful in its efforts to sell assets and restructure operations too many variables exist that may affect the results of Management’s plans.

Nixle’s future depends on whether the buyer of its assets achieves success in an initial public offering (IPO) and meets the terms of an APA in effect with Nixle at the time. Due to the uncertainty of the outcome of Management’s plans and risks associated with debt obligations and individual members’ investments on Nixle’s books there remains a substantial doubt about Nixle’s ability to continue as a going concern.

The financial statements do not include any adjustments that may be necessary if Nixle is unable to continue as a going concern.

Note 3—Equipment

Equipment consists of the following at December 31, 2013:

Computer software	$ 289,652
Furniture and fixtures	65,836
Office and other equipment	395,389
Total	750,877
Less: accumulated depreciation and amortization	(714,875)
	$ 36,002

Depreciation expense for the year ended December 31, 2013 was $36,541.

Note 4—Accrued Expenses

Accrued expenses consists of the following at December 31, 2013:

Due to customer—overpayments	$ 6,090
Payroll taxes	2,385
Licensing and consulting fees	75,388
Accrued interest	5,247,304
	$ 5,331,167

Note 5—Long-Term Debt

Loans Payable

Nixle has loans payable of $1,255,000 to six individuals, loaned during the years ended 2007 to 2010 under verbal agreements. Nixle computes simple interest accrued of $247,199 on the principal balances at 5.25%. Nixle considers the balances outstanding to be long-term obligations because repayment is not expected to occur within one year.

Note Payable—11.25%

11.25% Secured Convertible Promissory Note

On October 1, 2010 Nixle and the Angel Investor (Holder) executed a "Secured Convertible Promissory Note Agreement" (Note A) for $6,957,590 as a result of a loan restructure for amounts loaned to Nixle between January 2008 and September 2010. The Holder of Note A is entitled to convert all or part of the outstanding principal and accrued interest into Class B Units at a pre-determined conversion price using a $17.5 million valuation of Nixle.

Note A has accrued interest of $3,133,321, accruing daily at an annual rate of 11.25% through October 1, 2015 and is collateralized by a first priority security interest in all of Nixle's assets.

Note Payable—8%

8% Secured Convertible Promissory Note

On March 31, 2011 Nixle executed a $1,800,000 Secured Convertible Promissory Note Agreement (Note B) with the Angel Investor. Advances made to Nixle during the period increase the principal of Note B. Accrued simple interest of $2,454,228) is calculated at 8% on the outstanding principal balance bi-annually and each time an advance is made and the principal balance changes. Note B was due June 30, 2012, but will continue in effect until another note agreement is executed. The balance outstanding on Note B is $13,090,000 at December 31, 2014.

Convertible Promissory Notes

Nixle has authorized the issuance and sale of Convertible Promissory Notes (the Convertible Notes) up to $5,500,000 in a private offering with each principal unit convertible into one Class B Unit at a price equal to the principal amount subscribed. Upon written notice, holders of the Convertible Notes are entitled to exchange all or part of the outstanding principal and accrued interest into Class B Units each at a price of $14 (the "Conversion Price"). With 30 days of advance written notice Nixle (the Borrower) has the right to convert all or part of the outstanding principal and accrued interest into Class B Units at the "Conversion Price."

The Convertible Notes accrue interest daily at an annual rate of 8.0%. Details of Convertible Notes outstanding at December 31, 2013 are listed in the table below.

8% Convertible Note (Note C) dated October 27, 2010 issued under an agreement with the Angel Investor in exchange for debt, maturing October 26, 2015. Accrued interest on Note C at December 31, 2014 is $182,000	$	700,000
8% Convertible Note (Note D) dated November 9, 2010, issued under an agreement with a partnership in exchange for cash, maturing November 8, 2015. Accrued interest on Note D at December 31, 2014 is $125,000		500,000
Total	$	1,200,000

Long-term debt maturing during the years ending December 31, is as follows:

Year Ending	Debt Maturing
2015	$ 8,157,590
2016	—
2017	—
2018	—
2019	—
Thereafter	1,255,000
	$ 9,412,590

Note 6—Equity

Membership Units

Equity interests in the membership of Nixle are identified by Units. Each member's percentage ownership in Nixle is determined by dividing the number of Units owned by the total number of Units issued. Membership Units are broken down into three classes that carry different member rights. No member has the right to act for, on behalf of, or bind Nixle other than the members of the Management Committee.

Class A Units

Class A Units carry rights to purchase Units from a selling member after a first offer is made to purchase Nixle, and drag along rights in connection with the sale of all Nixle Units as indicated in the Agreement. Class A members rank second to receive distributions of net ordinary and capital proceeds until capital contributions reach zero.

There are 943,169 Class A Units issued at December 31, 2013.

Class A Units were originally issued to and held by two individuals who were the founders and original managers of Nixle. In two separate "Membership Interest Pledge Agreements both dated October 1, 2010" these individuals pledged their Class A Units to collateralize the 11.25% Note (Note 5). On September 9, 2011 after the 11.25% Note was defaulted on, the Majority Investor accepted the collateral in satisfaction of outstanding interest payments owed to him.

Class B Units

Class B Units are issued in exchange for capital contributions. Class B unit holders rank first to receive distributions of net ordinary proceeds and net capital proceeds until capital contributions are reduced to zero.

There are 606,755 Class B Units issued at December 31, 2013.

Class C Units

Class C Units are issued in exchange for services rendered to Nixle. Class C Units have a liquidation value of zero when issued and constitute "Profits Interests" in accordance with the provisions of Revenue Procedure 93-27. Class C Units are subject to vesting and forfeiture provisions set forth in separate agreements between Nixle and each Class C Unit Member.

There are 225,183 Class C Units issued and 193,614 Class C Units vested at December 31, 2013.

Note 7—Warrants and Options

Management, has the authority to issue warrants, options or other instruments to purchase Units.

On December 16, 2010 a Warrant was issued to the Majority Investor in exchange for value received. The warrant is exercisable in whole or in part and entitles the Majority Investor to purchase 150,000 Class B Units at $7.01 each until December 16, 2015.

Note 8—Retirement Plan

Effective October 1, 2011 Nixle provides retirement benefits through the Nixle 401(k) Plan (the Plan). The Plan allows eligible employees over 18 years of age to defer a portion of their compensation under Section 401(k) of the Internal Revenue Code. The Plan provides Management with a discretionary matching option, allowing Nixle to contribute and allocate to each eligible employees' account a percentage of their elective deferrals as determined at the end of each Plan year. Nixle made no contribution to the Plan during the year ended December 31, 2013.

Note 9—Operating Leases

Nixle rents office space in San Francisco, California for $12,000 a month plus utility charges. Under a lease agreement through December 31, 2014. Rent expense for the year ended December 31, 2013 was $133,296.

Nixle rents storage space in San Francisco, California at a rate of $149 a month. Rent expense for the year ended December 31, 2013 was $1,788.

Following is a schedule by year of approximate future minimum lease payments required under the above operating lease agreements that have remaining non-cancelable lease terms as of December 31, 2013:

Year ending December 31,	Payment
2014	$ 144,000
Thereafter	—
Total	$ 144,000

Note 10—Noncash Transactions

Nixle had recorded a $50,000 advance as a capital contribution during 2010. The member contended that the $50,000 was an addition to a convertible note payable (Note 5). On January 1, 2012 Nixle agreed to recognize the addition to the convertible note payable and reclassified $50,000 of Members' Equity to a long-term note payable.

Note 11—Risks and Uncertainties

Concentration of Credit Risk

Nixle, at times, maintains cash balances in financial institutions that are in excess of the $250,000 insurance provided by the Federal Deposit Insurance Corporation (FDIC). At December 31, 2013 Nixle's cash balances did not exceed the FDIC limits. Nixle has not experienced any loss on its cash or cash equivalents. Management believes any significant credit risk on Nixle's deposits in financial institutions is minimal.

Competition

The market for Nixle's products and services is highly competitive and the technology is subject to shifts in market preferences. There exists a risk that Nixle's financial condition and results of operations could be negatively affected if market preferences shift.

Litigation

Nixle has a complaint against them from an investor's estate for a total of $1,000,000. The complaint is for the return of equity of $500,000 and repayment of a loan for $500,000. Both these amounts are recorded in the financial statements and no additional liability is expected when this case is settled.

Nixle has a complaint against them for the return of equity of approximately $250,000 from an investor. The plaintiff's investment of $250,000 is included in the financial statements. Management believes any amounts sought beyond the investment will be negligible and not material to the financial statements.

Both complaints were resolved for $275,000 subsequent to December 31, 2013.

Note 12—Licensing Agreement

Nixle terminated its licensing agreement with emergency notification systems service provider, Everbridge effective December 31, 2013. For the year ended December 31, 2013 Nixle paid $400,000 under its licensing agreement with Everbridge.

Nixle entered into a new licensing agreement effective January 1, 2014 with a telecommunications firm, Shoutpoint, for voice applications solutions. The agreement is standard for one year, automatically renewing each January 1 successively, for two more years unless cancelled with 30 days advance notice. The base licensing fee is $45,000 per quarter with additional Price Per Minute (PPM) and Price Per Contact (PPC) charges. Beginning with the second annual term of the agreement, minimum pricing rules take effect.

Note 13—Subsequent Events and Future Uncertainties

Management has evaluated subsequent events through July 15, 2015 which is the date these financial statements were available to be issued.

Subsequent to year end on December 23, 2014 the Director of Nixle entered into an Asset Purchase Agreement (APA) with its service provider—Everbridge. Under the terms of the APA, Everbridge, purchased substantially all of Nixle's assets and a portion of accounts payable in exchange for cash and stock. Everbridge is planning an initial public offering (IPO) of its stock in late July 2015 and will include pro-forma financial information and other information related to the APA with Nixle.

The effects of Everbridge's IPO on Nixle are highly speculative and impossible to determine, accordingly these financial statements contain no adjustments for events that may occur as a result of this subsequent event.

Independent Auditor's Report

To the Management of Everbridge -
Burlington, Massachusetts

We have audited the accompanying financial statements of Nixle, LLC which comprise the balance sheet as of December 31, 2012, and the related statements of operations, members' equity (deficit), and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Nixle, LLC as of December 31, 2012, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that Nixle will continue as a going concern. The conditions described in Note 2 indicate Nixle may not be able to continue as a going concern. The accompanying financial statements do not include any adjustments that might be necessary as a result of the outcome of this uncertainty. Our opinion is not modified with respect to that matter.

/s/ Werdann Devito LLC
WERDANN DEVITO LLC

Clark, New Jersey
July 15, 2015

NIXLE, LLC
Balance Sheet
December 31, 2012

ASSETS		
Current assets		
Cash	$ 87,479	
Accounts receivable	45,182	
Prepaid expenses and other current assets	36,105	
Total current assets		$ 168,766
Equipment, net		38,876
Other assets		
Security deposits	9,448	
Total other assets		9,448
Total assets		$ 217,090
LIABILITIES AND EQUITY (DEFICIT)		
Current liabilities		
Accounts payable	$ 288,714	
Accrued expenses and other current liabilities	3,259,802	
Current portion of deferred revenue	217,909	
Note payable – 8%	9,015,000	
Total current liabilities		$ 12,781,425
Long-term liabilities		
Deferred revenue	21,688	
Note payable – 11.25%	6,957,590	
Convertible promissory notes	1,200,000	
Loans payable	1,255,000	
Total long-term liabilities		9,434,278
Commitments and contingencies		—
Equity (deficit)		
Class A Units	427,005	
Class B Units	9,677,100	
Class C Units	—	
Accumulated deficit	(32,102,718)	
Total equity (deficit)		(21,998,613)
Total liabilities and equity (deficit)		$ 217,090

See notes to financial statements.

NIXLE, LLC
Statement of Operations
Year Ended December 31, 2012

Revenue		$ 101,627
Direct costs		1,542,667
Gross profit (loss)		(1,441,040)
Selling and general and administrative expenses		
Selling	$ 580,124	
General and administrative	1,734,894	
Total		2,315,018
Loss before interest and state tax expense		(3,756,058)
Interest expense		1,628,320
Loss before state tax expense		(5,384,378)
State tax expense		3,268
Net loss		$ (5,387,646)

See notes to financial statements.

NIXLE, LLC
Statement of Members' Equity (Deficit)
Year Ended December 31, 2012

	Class A	Class B	Class C	Accumulated Deficit	Total
Balance—beginning of year	427,005	9,727,100	—	$ (26,714,235)	$ (16,560,130)
Net income (loss)				(5,387,646)	(5,387,646)
Re-classify equity to debt	—	(50,000)	—	—	(50,000)
Contributions	—	—	—	—	—
Distributions	—	—	—	(837)	(837)
Balance—end of year	427,005	9,677,100	—	$ (32,102,718)	$ (21,998,613)

See notes to financial statements.

NIXLE, LLC
Statement of Cash Flows
Year Ended December 31, 2012

Cash flows from operating activities		
Net (loss)	$ (5,387,646)	
Adjustments to reconcile net (loss) to net cash used by operating activities		
Depreciation	48,342	
(Increase)decrease in:		
Accounts receivable	(34,182)	
Prepaid expenses and other current assets	44,768	
Increase(decrease) in:		
Accounts payable	(77,589)	
Accrued expenses and other current liabilities	1,510,645	
Deferred revenue	239,597	
Net cash used by operating activities		$ (3,656,065)
Cash flows from investing activities		
Equipment purchases	(24,499)	
Net cash used by investing activities		(24,499)
Cash flows from financing activities		
Proceeds from note payable	3,765,000	
Distributions	(837)	
Net cash provided by financing activities		3,764,163
Net increase in cash		83,599
Cash at beginning of year		3,880
Cash at end of year		$ 87,479
Supplemental disclosures		
Interest paid		$ 2,296
Income taxes paid		$ 3,268

See notes to financial statements.

NIXLE, LLC
Notes to Financial Statements
December 31, 2012

Note 1—Summary of Significant Accounting Policies

Nature of Operations

Nixle LLC (Nixle), organized in New Jersey on January 15, 2007, originally under the name “Rockstar Media LLC” to develop, market and operate an information exchange system. On December 1, 2007 the Members of Rockstar Media agreed to change the name to Nixle LLC to coincide with the name of the product.

Nixle designs, develops and services secure communications systems. The systems let government agencies and other users simultaneously exchange information with residents. Its products, (1) Nixle Connect offers free, to registered police departments, a notification system that allows them to connect with residents by text message, e-mail and the internet. (2) Nixle Engage, Nixle 360, and Nixle Connect for Schools are enhanced versions of the Nixle Connect system, offering users under subscription agreements, the ability to participate in the real-time exchange of information with the public.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

Cash and Cash Equivalents

For the purpose of the statement of cash flows all highly liquid debt instruments with maturities of three months or less are considered cash equivalents. Nixle had no investments considered cash equivalents at December 31, 2012.

Accounts Receivable

Accounts receivable are non-interest bearing, uncollateralized amounts Nixle expects to collect from its customers.

Equipment

Equipment is stated at cost. Depreciation is computed using the straight-line method over the equipment’s estimated useful life (3 to 7 years). Amounts disbursed for maintenance and repairs are charged to expense as incurred.

Software Development Costs

Nixle internally develops software and acquires software that it uses in providing services to its customers. Nixle accounts for software development costs according to Financial Accounting Standards Board (FASB) Accounting Standards Codification (“ASC”) 985-20 “Costs of Software to Be Sold, Leased, or Marketed.” Costs for developing software to be licensed are expensed.

Nixle recognizes technological feasibility when a working model is completed. Under this approach after successful internal quality assurance testing is performed the application is released to the subscriber base or market place. If changes are needed after the software is released Nixle takes care of it in later versions of the product. Modifications made during customer support services or while performing maintenance are expensed. Costs qualifying for capitalization between establishing technological feasibility and introducing the product to the market are minimal and thus expensed as incurred.

Capital Accounts

Individual capital accounts are increased by cash investments or the fair market value of property contributed and the distributive shares of profits and separately allocated items of income or gain.

Capital accounts are decreased by cash distributions or the book value of property distributed and the distributive share of losses and separately allocated items of expense or loss. Allocations of losses or deductions that would result in a deficit capital account balance are prohibited as losses are limited to each member's capital investment.

Revenue Recognition

Nixle earns revenue by providing premium services mostly under one year subscription agreements with customers. Revenue earned under subscription agreements is billed to and due by the customer prior to Nixle granting them access to service. Revenue is recognized over the term of the agreement. Unearned revenue for subscriptions still in effect at the end of a period are included as a liability in deferred revenue.

Financial Instruments

All financial instruments are carried at amounts that approximate fair value.

Advertising

Advertising costs are expensed as incurred. Nixle incurred advertising costs of $239,731 for the year ended December 31, 2012.

Income Taxes

Nixle was formed as a Limited Liability Company (LLC) electing to be taxed as a partnership under the Internal Revenue Code and applicable state laws. As a partnership, profits and losses pass through to the members and profits are taxed at the individual rather than the partnership level. Accordingly, Nixle has no tax liability, although distributions to members for personal income taxes incurred on partnership profits may be made during the year.

When reporting net income or loss on its tax return, Nixle accounts for certain transactions according to methods required by law. As a result, the net income or loss and members' capital balances reported on the tax return are usually different from those amounts reported in the financial statements.

Uncertain Tax Positions

Nixle is required to identify, measure, and disclose in the financial statements uncertain tax positions Management takes or expects to take when filing the partnership return. At December 31, 2012 Nixle had no uncertain tax positions requiring disclosure. Tax positions taken on partnership returns may be rejected by taxing authorities and may result in tax, penalty or interest charges to Nixle or its members.

Tax returns are subject to examination by Federal and State authorities for three years from the date of filing. Nixle's Federal and State tax returns for 2009, 2010 and 2011 are open to examination by the Internal Revenue Service, New Jersey and other state agencies.

Note 2— Going Concern and Uncertainties

Going Concern

Nixle has reported net losses since inception and an accumulated deficit of $32,102,718. Nixle is unable to pay back debt of $21,595,306, and current liabilities exceed current assets by $12,612,659. Nixle's financial statements are prepared on a going concern basis, which assumes the business operates without threat of liquidation for at least twelve months from the date that the financial statements were available to be issued.

Cash Flow and Funding

Nixle is unable to generate cash flow sufficient to fund operations under its current subscription agreements and service model. As a result Nixle is dependent on an “Angel Investor” to subsidize operations. This funding may end or significantly decrease at any time.

Management’s Plans

Management is working on plans to sell substantially all of Nixle’s assets including accounts receivable, customers, software, Nixle’s name and website, subscribers and other assets for cash and stock according to an asset purchase agreement (APA) with a buyer. After a successfully negotiated APA, Management plans to change Nixle’s name to NXL Holdings. NXL Holdings (a/k/a Nixle) will transfer its assets to the buyer and discontinue all software development projects and public notification services, terminate all employees and restructure the business to operate as a holding company with cash, investment in stock, and debt.

Uncertainties

Funding provided to Nixle by an Angel investor is winding down. Management is using cash for paying professionals representing Nixle on a sale of its assets, restructuring and to settle claims by two former members. The future of NXL Holdings (a/k/a Nixle) to continue as a going concern will be largely dependent on the final proceeds NXL Holdings (a/k/a Nixle) realizes from the fulfillment of the terms of an APA. However, even if Management is successful in its efforts to sell assets and restructure operations too many variables exist that may affect the results of Management’s plans.

Nixle’s future depends on whether the buyer of its assets achieves success in an initial public offering (IPO) and meets the terms of an APA in effect with Nixle at the time. Due to the uncertainty of the outcome of Management’s plans and risks associated with debt obligations and individual members’ investments on Nixle’s books there remains a substantial doubt about Nixle’s ability to continue as a going concern.

The financial statements do not include any adjustments that may be necessary if Nixle is unable to continue as a going concern.

Note 3—Equipment

Equipment consists of the following at December 31, 2012:

Computer software	$ 289,652
Furniture and fixtures	54,840
Office and other equipment	372,718
Total	717,210
Less: accumulated depreciation	(678,334)
	$ 38,876

Depreciation expense for the year ended December 31, 2012 was $48,342.

Note 4—Accrued Expenses

Accrued expenses consists of the following at December 31, 2012:

Payroll taxes	$ 6,977
Licensing and consulting fees	85,109
Accrued interest	3,167,716
	$ 3,259,802

Note 5—Long-Term Debt

Loans Payable

Nixle has a total of $1,255,000 in loans payable to six individuals under verbal agreements made during the period January 1, 2007 to December 31, 2010. Nixle computes simple interest on the principal balance at a rate of 5.25%. The loans are considered long-term obligations because repayment is not expected to happen within one year. At December 31, 2012 there is $193,866 accrued interest due on these loans, included in accrued expenses.

Note Payable—11.25%

11.25% Secured Convertible Promissory Note

On October 1, 2010 Nixle and the Angel Investor (Holder) executed a “Secured Convertible Promissory Note Agreement” (Note A) for $6,957,590 as a result of a loan restructure for amounts the Angel Investor loaned to Nixle between January 2008 and September 2010. The Holder of Note A is entitled to convert all or part of the outstanding principal and accrued interest into Class B Units at a pre-determined conversion price using a $17.5 million valuation of Nixle.

Note A has accrued interest of $2,044,950 accruing daily at an annual rate of 11.25% through October 1, 2015 and is collateralized by a first priority security interest in all of Nixle’s assets.

Note Payable—8%

8% Secured Convertible Promissory Note

On March 31, 2011 Nixle executed a $1,800,000 Secured Convertible Promissory Note Agreement (Note B) with the Angel Investor. Advances during the period increase Note B. Accrued simple interest of $717,900 is calculated at 8% on the outstanding principal balance bi-annually, and each time an advance is made and the principal balance changes. Note B was due June 30, 2012, but will continue in effect until another note agreement is executed. The balance outstanding on Note B is $9,015,000 at December 31, 2012.

Convertible Promissory Notes

Nixle authorized the issuance and sale of Convertible Promissory Notes (the Convertible Notes) up to $5,500,000 in a private offering with each principal unit convertible into one Class B Unit at a price equal to the principal amount subscribed. Upon written notice, holders of the Convertible Notes are entitled to exchange all or part of the outstanding principal and accrued interest into Class B Units each at a price of $14 (the “Conversion Price”). With 30 days of advance written notice Nixle (the Borrower) has the right to convert all or part of the outstanding principal and accrued interest into Class B Units at the “Conversion Price.”

The Convertible Notes accrue interest daily at an annual rate of 8.0%. Details of Convertible Notes outstanding at December 31, 2012 are listed below.

8% Convertible Note (Note C) dated October 27, 2010 issued under an agreement with the Angel Investor, in exchange for debt outstanding, maturing October 26, 2015. At December 31, 2012 there is $126,000 interest due on Note C included in accrued expenses.	$	700,000
8% Convertible Note (Note D) dated November 9, 2010, issued under an agreement with a partnership in exchange for cash, maturing November 8, 2015. At December 31, 2012 there is $85,000 interest due on Note D included in accrued expenses.		500,000
Total	$	1,200,000

Long-term debt maturing during the years ending December 31, is as follows:

Year Ending	Debt Maturing
2014	$ —
2015	8,157,590
2016	—
2017	—
Thereafter	1,255,000
	$ 9,412,590

Note 6—Equity

Membership Units

Equity interests in the membership of Nixle are identified by Units. Each member's percentage ownership in Nixle is determined by dividing the number of Units owned by the total number of Units issued. Membership Units are broken down into three classes that carry different member rights. No member has the right to act for, on behalf of, or bind Nixle other than the members of the Management Committee.

Class A Units

Class A Units carry rights to purchase Units from a selling member after a first offer is made to purchase Nixle, and drag along rights in connection with the sale of all Nixle Units as indicated in the Agreement. Class A members rank second to receive distributions of net ordinary and capital proceeds until capital contributions reach zero.

There are 943,169 Class A Units issued at December 31, 2012.

Class A Units were originally issued to and held by two individuals who were the founders and original managers of Nixle. In two separate "Membership Interest Pledge Agreements both dated October 1, 2010" these individuals pledged their Class A Units to collateralize the 11.25% Note (Note 5). On September 9, 2011 after the 11.25% Note was defaulted on, the Majority Investor accepted the collateral in satisfaction of outstanding interest payments owed to him.

Class B Units

Class B Units are issued in exchange for capital contributions. Class B unit holders rank first to receive distributions of net ordinary proceeds and net capital proceeds until capital contributions are reduced to zero.

There are 606,755 Class B Units issued at December 31, 2012.

Class C Units

Class C Units are issued in exchange for services rendered to Nixle. Class C Units have a liquidation value of zero when issued and constitute "Profits Interests" in accordance with the provisions of Revenue Procedure 93-27. Class C Units are subject to vesting and forfeiture provisions set forth in separate agreements between Nixle and each Class C Unit Member.

There are 225,183 Class C Units issued and 193,614 Class C Units vested at December 31, 2012.

Note 7—Warrants and Options

Management, has the authority to issue warrants, options or other instruments to purchase Units.

On December 16, 2010 a Warrant was issued to the Majority Investor in exchange for value received. The warrant is exercisable in whole or in part and entitles the Majority Investor to purchase 150,000 Class B Units at $7.01 each until December 16, 2015.

On October 6, 2011 a Unit Purchase Warrant was issued to a former founding member for value received. The warrant is exercisable in whole or in part and entitles the holder to purchase 1) 85,991 Class A Units at $1.00 per Unit until December 31, 2012 and 2) 64,009 Class A Units at $2.00 per Unit until December 31, 2013.

Note 8—Retirement Plan

Effective October 1, 2011 Nixle provides retirement benefits through the Nixle 401(k) Plan (the Plan). The Plan allows eligible employees over 18 years of age to defer a portion of their compensation under Section 401(k) of the Internal Revenue Code. The Plan provides Management with a discretionary matching option, allowing Nixle to contribute and allocate to each eligible employees' account a percentage of their elective deferrals as determined at the end of each Plan year. Nixle made no contribution to the Plan during the year ended December 31, 2012.

Note 9—Operating Leases

Nixle rents office space in Pasadena, California effective through April 1, 2013. Rent expense is $790 a month plus a charge for operating costs. For the year ended December 31, 2012, rent expense incurred under this agreement was approximately $11,750.

Nixle rents office space in San Francisco, California under an "Office Lease" effective October 1, 2011 through December 31, 2013. Rent expense is $3,950 a month plus operating costs, through December 31, 2012. For the year ended December 31, 2012, rent expense incurred under this agreement was approximately $47,400.

Following is a schedule by year of approximate future minimum lease payments required under the above operating lease agreements that have remaining non-cancelable lease terms as of December 31:

Year ending December 31,	Payment
2013	$ 2,370
Thereafter	—
Total	$ 2,370

Note 10—Noncash Transactions

Nixle had recorded a $50,000 advance as a capital contribution during 2010. The individual contended that the $50,000 was an addition to a convertible note payable (Note 5). On January 1, 2012 Nixle agreed to recognize the addition to the convertible note payable and reclassified $50,000 of Members' Equity to a long-term note payable.

Note 11—Risks and Uncertainties

Concentration of Credit Risk

Nixle, at times, maintains cash balances in financial institutions that are in excess of the $250,000 insurance provided by the Federal Deposit Insurance Corporation (FDIC). At December 31, 2012 Nixle's cash balances did not exceed the FDIC limits. Nixle has not experienced any loss on its cash or cash equivalents. Management believes any significant credit risk on Nixle's deposits in financial institutions is minimal.

Competition

The market for Nixle's products and services is highly competitive and the technology is subject to shifts in market preferences. There exists a risk that Nixle's financial condition and results of operations could be negatively affected if market preferences shift.

Litigation

Nixle has complaints pending against them for approximately $3,328,000 from an individual's estate and an individual who allege loans, accrued interest and legal fees are owed to them. However, $2,760,000 of the claimed amount is without merit. Nixle has included this liability in the financial statements at December 31, 2012.

Note 12—Licensing Agreement

During December 2012 Nixle formed a partnership with Everbridge under a licensing agreement for data hosting, automated communication, mass notification and related services. The renewable license agreement extends for one year and is cancelable with 60 days prior notice by either side. Following this arrangement and subsequent to year end Nixle terminated a license agreement with a similar service provider—GovDelivery (Note 13). For the year ended December 31, 2012 Nixle paid $257,734 to GovDelivery under its licensing agreement.

Note 13—Subsequent Events

Management has evaluated subsequent events through July 15, 2015 which is the date these financial statements were available to be issued.

Asset Purchase Agreement

Subsequent to year end on December 23, 2014 the Director of Nixle entered into an Asset Purchase Agreement (APA) with its service provider—Everbridge. Under the terms of the APA, Everbridge, purchased substantially all of Nixles's assets and a portion of accounts payable in exchange for cash and stock. Everbridge is planning an initial public offering (IPO) of its stock in late July 2015 and will include pro-forma financial information and other information related to the APA with Nixle.

The effects of Everbridge's IPO on Nixle are highly speculative and impossible to determine, accordingly these financial statements contain no adjustments for events that may occur as a result of this subsequent event.

Lease Agreements

Subsequent to year end Nixle extended lease agreements for office space in (1) Pasadena, California to September 30, 2013 at a rate of $812 a month and (2) San Francisco, California to December 31, 2014 at a rate of $11,500 a month through December 31, 2013 and $12,000 a month through December 31, 2014. Nixle also entered into a month to month rental agreement for storage space in Pasadena, California at a rate of $149 a month.

Licensing Agreement

Subsequent to year end, Nixle terminated its licensing agreement with GovDelivery for the Nixle Dial data hosting platform.

Litigation

Both complaints were settled for $275,000 subsequent to December 31, 2012 (Note 11).

Independent Accountant's Review Report

To the Management of Everbridge
Burlington, Massachusetts

We have reviewed the accompanying balance sheets of Nixle LLC as of September 30, 2014 and 2013, and the related statements of operations, members' equity (deficit), and cash flows for the nine months then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 2, certain conditions indicate that the Company may be unable to continue as a going concern. The accompanying financial statements do not include any adjustments that might be necessary should the Company be unable to continue as a going concern.

/s/ Werdann Devito LLC
WERDANN DEVITO LLC

Clark, New Jersey
July 15, 2015

NIXLE, LLC
Balance Sheets
September 30,

ASSETS	2014	2013
Current assets		
Cash	$ 19,663	$ 59,686
Accounts receivable	564,017	150,605
Prepaid expenses and other current assets	39,905	37,283
Total current assets	623,585	247,574
Equipment, net	73,619	38,674
Other assets		
Security deposits	25,225	14,548
Total other assets	25,225	14,548
Total assets	$ 722,429	$ 300,796
LIABILITIES AND EQUITY (DEFICIT)		
Current liabilities		
Accounts payable	$ 555,336	$ 433,455
Accrued expenses and other current liabilities	7,109,400	4,744,274
Current portion of deferred revenue	1,141,217	433,443
Note payable—11.25%	16,915,000	12,040,000
Total current liabilities	25,720,953	17,651,172
Long-term liabilities		
Deferred revenue	46,673	20,135
Note payable—8%	6,957,590	6,957,590
Convertible promissory notes	1,200,000	1,200,000
Loans payable	755,000	1,255,000
Total long-term liabilities	8,959,263	9,432,725
Commitments and contingencies	—	—
Equity (deficit)		
Class A Units	427,005	427,005
Class B Units	9,677,100	9,677,100
Class C Units	—	—
Accumulated deficit	(44,061,892)	(36,887,206)
Total equity (deficit)	(33,957,787)	(26,783,101)
Total liabilities and equity (deficit)	$ 722,429	$ 300,796

See accompanying notes and independent accountant’s review report.

NIXLE, LLC
Statements of Operations
Nine Months Ended September 30,

	2014	2013
Revenue	$ 1,172,251	$ 385,686
Direct costs	2,533,539	931,963
Gross profit (loss)	(1,361,288)	(546,277)
Selling and general and administrative expenses		
Selling	1,083,177	1,529,383
General and administrative	1,413,842	1,181,569
Total	2,497,019	2,710,952
Loss before interest and state tax expense	(3,858,307)	(3,257,229)
Other income (expense)		
Interest expense	(1,896,590)	(1,524,689)
Other income	487,979	—
	(1,408,611)	(1,524,689)
Loss before state tax expense	(5,266,918)	(4,781,918)
State tax expense	9,292	2,570
Net loss	$ (5,276,210)	$ (4,784,488)

See accompanying notes and independent accountant’s review report.

NIXLE, LLC
Statements of Members' Equity (Deficit)
Nine Months Ended September 30, 2014 and 2013

	Class A	Class B	Class C	Accumulated Deficit	Total
Balance—January 1, 2013	427,005	9,677,100	—	$ (32,102,718)	$(21,998,613)
Net income (loss)	—	—	—	(4,784,488)	(4,784,488)
Contributions	—	—	—	—	—
Distributions	—	—	—	—	—
Balance—September 30, 2013	427,005	9,677,100	—	(36,887,206)	(26,783,101)
Balance—January 1, 2014	427,005	9,677,100	—	(38,618,182)	(28,514,077)
Net income (loss)	—	—	—	(5,276,210)	(5,276,210)
Contributions	—	—	—	—	—
Distributions	—	—	—	(167,500)	(167,500)
Balance-September 30, 2014	427,005	9,677,100	—	$ (44,061,892)	(33,957,787)

See accompanying notes and independent accountant's review report.

NIXLE, LLC
Statements of Cash Flows
Nine Months Ended September 30, 2014 and 2013

	2014	2013
Cash flows from operating activities		
Net (loss)	$ (5,276,210)	$ (4,784,488)
Adjustments to reconcile net (loss) to net cash used by operating activities		
Depreciation	18,225	20,508
Other income	(487,979)	—
(Increase) decrease in:		
Accounts receivable	(253,170)	(105,423)
Prepaid expenses and other current assets	(11,524)	(1,178)
Security deposits	(12,225)	(5,100)
Increase (decrease) in:		
Accounts payable	80,550	144,741
Accrued expenses and other current liabilities	1,873,712	1,484,472
Deferred revenue	477,948	213,981
Net cash used by operating activities	(3,590,673)	(3,032,487)
Cash flows from investing activities		
Acquisition of equipment	(55,842)	(20,306)
Net cash used by investing activities	(55,842)	(20,306)
Cash flows from financing activities		
Proceeds from notes payable	3,825,000	3,025,000
Repayment of loans payable	(250,000)	—
Member distributions	(25,000)	—
Net cash provided by financing activities	3,550,000	3,025,000
Net decrease in cash	(96,515)	(27,793)
Cash at beginning of year	116,178	87,479
Cash at end of September 2014 and 2013	$ 19,663	$ 59,686
Supplemental disclosures		
Interest paid	$ —	$ —
Income taxes paid	$ 9,292	$ 3,024

See accompanying notes and independent accountant’s review report.

NIXLE, LLC
Notes to Financial Statements
September 30, 2014 and 2013

Note 1—Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

Nixle LLC (Nixle), organized in New Jersey on January 15, 2007, originally under the name “Rockstar Media LLC” to develop, market and operate an information exchange system. The Members of Rockstar Media agreed to change the name to Nixle LLC under an “Amended and Restated Operating Agreement” to coincide with the product name.

Nixle designs, develops and services secure communications systems. The systems let government agencies and other users simultaneously exchange information with residents. Its products, (1) Nixle Connect is a free notification service provided to registered police departments allowing them to connect with residents by text message, e-mail and the internet. (2) Nixle Engage, Nixle 360, and Nixle Connect for Schools are enhanced versions of the Nixle Connect system, offering users registered under paid subscription plans, the ability to participate in the real-time exchange of information with the public.

Summary of Significant Accounting Policies

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

Cash Equivalents

For the purpose of the statement of cash flows short term investments maturing in three months or less are considered cash equivalents. Nixle had no investments considered cash equivalents at September 30, 2014 and 2013.

Accounts Receivable

Accounts receivable are uncollateralized and non-interest bearing amounts Nixle expects to collect from its customers.

Equipment

Equipment is stated at cost. Depreciation is recorded using straight-line and accelerated methods over the estimated useful life of the equipment (3 to 7 years). Costs for maintenance and repairs are expensed as incurred.

Software Development Costs

Nixle internally develops and acquires software that it uses in providing services to its customers. Nixle accounts for costs of developing software according to Financial Accounting Standards Board (FASB) Accounting Standards Codification (“ASC”) 985-20 “Costs of Software to Be Sold, Leased, or Marketed.” Under ASC 985-20 costs for developing software to be sold, licensed or marketed are expensed until technological feasibility is established. When technological feasibility is reached capitalization of costs begins. Capitalization of costs ends and amortization begins when the application is available for release to customers.

Nixle recognizes technological feasibility when a working model is completed. Under this approach after successful internal quality assurance testing is performed the application is released to the subscriber base or market place. If changes are needed after the software is released Nixle takes care of it in later versions of the product. Modifications made during customer support services or while performing maintenance are expensed. Costs qualifying for capitalization between establishing technological feasibility and introducing the product to the market are minimal and thus expensed as incurred.

Capital Accounts

Individual capital accounts are increased by cash investments or the fair market value of property contributed and the distributive shares of profits and separately allocated items of income or gain.

Capital accounts are decreased by cash distributions or the book value of property distributed and the distributive share of losses and separately allocated items of expense or loss. Allocations of losses or deductions that would result in a deficit capital account balance are prohibited as losses are limited to each member's capital investment.

Revenue Recognition

Nixle earns revenue by providing premium services mostly under one year subscription agreements with customers. Revenue earned under subscription agreements is billed to and due by the customer prior to Nixle granting them access to service. Revenue is recognized over the term of the agreement. Unearned revenue for subscriptions still in effect at the end of a period are included as a liability in deferred revenue.

Financial Instruments

All financial instruments are carried at amounts that approximate fair value.

Advertising

Nixle expenses advertising costs when incurred. Nixle expensed advertising costs of $50,435 and $80,568 during the nine months ended September 30, 2014 and 2013, respectively.

Income Taxes

Nixle was formed as a Limited Liability Company (LLC) electing to be taxed as a partnership under the Internal Revenue Code and applicable state laws. As a partnership, profits and losses pass through to the members and profits are taxed at the individual rather than the partnership level. Accordingly, Nixle has no tax liability, although distributions to members for personal income taxes incurred on partnership profits may be made during the year.

When reporting net income or loss on its tax return, Nixle accounts for certain transactions according to methods required by law. As a result, the net income or loss and members' capital balances reported on the tax return are usually different from those amounts reported in the financial statements.

Uncertain Tax Positions

Nixle is required to identify, measure, and disclose in the financial statements uncertain tax positions Management takes or expects to take when filing the partnership return. At September 30, 2014 and 2013 Nixle had no uncertain tax positions requiring disclosure. Tax positions taken on partnership returns may be rejected by taxing authorities and result in tax, penalty or interest charges to Nixle or its members.

Tax returns are subject to examination by Federal and State authorities for three years from the date of filing. Nixle's Federal and State tax returns for 2010, 2011 and 2012 are open to examination by the Internal Revenue Service, New Jersey and other state agencies.

Note 2—Going Concern and Uncertainties

Going Concern

Nixle has reported net losses since inception and an accumulated deficit of $33,957,787. Nixle is unable to pay back debt of $32,870,643, and current liabilities exceed current assets by $12,612,659. Nixle's financial statements are prepared on a going concern basis, which assumes the business operates without threat of liquidation for at least twelve months from the date that the financial statements were available to be issued.

Cash Flow and Funding

Nixle is unable to generate cash flow sufficient to fund operations under its current subscription agreements and service model. As a result Nixle is dependent on an “Angel Investor” to subsidize operations. This funding may end or significantly decrease at any time.

Management’s Plans

Management is working on plans to sell substantially all of Nixle’s assets including accounts receivable, customers, software, Nixle’s name and website, subscribers and other assets for cash and stock according to an asset purchase agreement (APA) with a buyer. After a successfully negotiated APA, Management plans to change Nixle’s name to NXL Holdings. NXL Holdings (a/k/a Nixle) will transfer its assets to the buyer and discontinue all software development projects and public notification services, terminate all employees and restructure the business to operate as a holding company with cash, investment in stock, and debt.

Uncertainties

Funding provided to Nixle by an Angel Investor is winding down. Management is using cash for paying professionals representing Nixle on a sale of its assets, restructuring and to settle claims by two former members. The future of NXL Holdings (a/k/a Nixle) to continue as a going concern will be largely dependent on the final proceeds NXL Holdings (a/k/a Nixle) realizes from the fulfillment of the terms of an APA. However, even if Management is successful in its efforts to sell assets and restructure operations too many variables exist that may affect the results of Management’s plans.

Nixle’s future depends on whether the buyer of its assets achieves success in an initial public offering (IPO) and meets the terms of an APA in effect with Nixle at the time. Due to the uncertainty of the outcome of Management’s plans and risks associated with debt obligations and individual members’ investments on Nixle’s books there remains a substantial doubt about Nixle’s ability to continue as a going concern.

The financial statements do not include any adjustments that may be necessary if Nixle is unable to continue as a going concern.

Note 3—Equipment

Equipment consists of the following at September 30:

	2014	2013
Computer software	$ 289,652	$ 289,652
Furniture and fixtures	71,713	62,568
Equipment	445,354	385,296
Total	806,719	737,516
Less: accumulated depreciation and amortization	(733,100)	(698,842)
	$ 73,619	$ 38,674

Depreciation expense for the nine months ended September 30, 2014 and 2013 was $18,225 and $20,508, respectively.

Note 4—Accrued Expenses

Accrued expenses consists of the following at September 30:

	2014	2013
Due to customer—overpayments	$ 6,090	$ 6,090
Payroll taxes	5,257	1,752
Licensing and consulting fees	55,000	60,000
Accrued interest	7,043,053	4,676,432
	$ 7,109,400	$ 4,744,274

Note 5—Long-Term Debt

Loans Payable

Nixle has loans payable of $755,000 ($1,255,000 at September 30, 2013) to five (six at September 30, 2013) individuals, loaned during the years ended 2007 to 2010 under verbal agreements. Nixle computes simple interest accrued of $190,914 ($233,864 at September 30, 2013) on the principal balance at 5.25%. Nixle considers the balances outstanding to be long-term obligations because repayment is not expected to occur within one year.

Note Payable—11.25%

11.25% Secured Convertible Promissory Note

On October 1, 2010 Nixle and the Angel Investor (Holder) executed a “Secured Convertible Promissory Note Agreement” (Note A) for $7,384,594 as a result of a loan restructure for amounts loaned to Nixle between January 2008 and September 2010. The Holder of Note A is entitled to convert all or part of the outstanding principal and accrued interest into Class B Units at a pre-determined conversion price using a $17.5 million valuation of Nixle.

Note A has accrued interest of $3,592,008 ($2,424,238 at September 30, 2013) accruing daily at an annual rate of 11.25% through October 1, 2015 and is collateralized by a first priority security interest in all of Nixle’s assets.

Note Payable—8%

8% Secured Convertible Promissory Note

On March 31, 2011 Nixle executed a $1,800,000 Secured Convertible Promissory Note Agreement (Note B) with the Angel Investor. Advances made to Nixle during the period increase the principal of Note B. Accrued simple interest of $2,454,228 ($1,308,327 at September 30, 2013) is calculated at 8% on the outstanding principal balance bi-annually and each time an advance is made and the principal balance changes. Note B was due June 30, 2012, but will continue in effect until another note agreement is executed. The balance outstanding on Note B is $16,915,000 and 12,040,000 at September 30, 2014 and 2013 respectively.

Convertible Promissory Notes

Nixle authorized the issuance and sale of Convertible Promissory Notes (the Convertible Notes) up to $5,500,000 in a private offering with each principal unit convertible into one Class B Unit at a price equal to the principal amount subscribed. Upon written notice, holders of the Convertible Notes are entitled to exchange all or part of the outstanding principal and accrued interest into Class B Units each at a price of $14 (the “Conversion Price”). With 30 days of advance written notice Nixle (the Borrower) has the right to convert all or part of the outstanding principal and accrued interest into Class B Units at the “Conversion Price.”

The Convertible Notes accrue interest daily at an annual rate of 8.0%. Details of Convertible Notes outstanding at September 30, 2014 and 2013 are listed below.

	2014	2013
8% Convertible Note (Note C) dated October 27, 2010 issued under an agreement with the Angel Investor in exchange for debt, maturing October 26, 2015. Accrued interest at September 30, 2014 and 2013 is $223,885 and $136,500, respectively.	$ 700,000	$ 700,000
8% Convertible Note (Note D) dated November 9, 2010, issued under an agreement with a partnership in exchange for cash, maturing November 8, 2015. Accrued interest at September 30, 2014 and 2013 is $155,000 and $105,000, respectively.	500,000	500,000
Total	$1,200,000	$1,200,000

Long-term debt maturing during the periods ending September 30, 2014 is as follows:

Period Ending September 30	Amount Maturing
2015	$ —
2016	8,157,590
2017	—
2018	—
2019	—
Thereafter	755,000
	$ 8,912,590

Note 6—Equity

Membership Units

Equity interests in the membership of Nixle are identified by Units. Each member's percentage ownership in Nixle is determined by dividing the number of Units owned by the total number of Units issued. Membership Units are broken down into three classes that carry different member rights. No member has the right to act for, on behalf of, or bind Nixle other than the members of the Management Committee.

Class A Units

Class A Units carry rights to purchase Units from a selling member after a first offer is made to purchase Nixle, and drag along rights in connection with the sale of all Nixle Units as indicated in the Agreement. Class A members rank second to receive distributions of net ordinary and capital proceeds until capital contributions reach zero.

There are 943,169 Class A Units issued at September 30, 2014 and 2013.

Class A Units were originally issued to and held by two individuals who were the founders and original managers of Nixle. In two separate "Membership Interest Pledge Agreements both dated October 1, 2010" these individuals pledged their Class A Units to collateralize the 11.25% Note (Note 5). On September 9, 2011 after the 11.25% Note was defaulted on, the Majority Investor accepted the collateral in satisfaction of outstanding interest payments owed to him.

Class B Units

Class B Units are issued in exchange for capital contributions. Class B unit holders rank first to receive distributions of net ordinary proceeds and net capital proceeds until capital contributions are reduced to zero.

There are 606,755 Class B Units issued at September 30, 2014 and 2013.

Class C Units

Class C Units are issued in exchange for services rendered to Nixle. Class C Units have a liquidation value of zero when issued and constitute “Profits Interests” in accordance with the provisions of Revenue Procedure 93-27. Class C Units are subject to vesting and forfeiture provisions set forth in separate agreements between Nixle and each Class C Unit Member.

There are 225,183 Class C Units issued and 193,614 Class C Units vested at September 30, 2014 and 2013.

Note 7—Warrants and Options

Management, has the authority to issue warrants, options or other instruments to purchase Units.

On December 16, 2010 a Warrant was issued to the Angel Investor in exchange for value received. The warrant is exercisable in whole or in part and entitles the holder to purchase 150,000 Class B Units at $7.01 each until December 16, 2015.

Note 8—Retirement Plan

Effective October 1, 2011 Nixle provides retirement benefits through the Nixle 401(k) Plan (the Plan). The Plan allows eligible employees over 18 years of age to defer a portion of their compensation under Section 401(k) of the Internal Revenue Code. The Plan provides Management with a discretionary matching option, allowing Nixle to contribute and allocate to each eligible employees’ account a percentage of their elective deferrals as determined at the end of each Plan year. Nixle made no contribution to the Plan during the nine months ended September 30, 2014 and 2013.

Note 9—Other Income

Other income of $487,979 includes cancellation of debt of $345,479 and insurance proceeds paid directly to claimants of $142,500 incurred in settling two claims during the period ended September 30, 2014.

Note 10—Operating Leases

Nixle rents office space in San Francisco, California under an amended operating lease agreement effective February 14, 2013 to December 31, 2014. Monthly rent expense is $12,000 plus utility charges. For the nine months ended September 30, 2014 and 2013, rent expense was $121,578 and $104,782, respectively.

Nixle pays $149 a month to rent storage space in San Francisco, California under an agreement which could be cancelled at any time.

Following is a schedule by year of approximate future minimum lease payments required under the above operating lease agreements that have remaining noncancelable lease terms as of September 30:

Period ending September 30,	**Payment**
2015	$ 36,000
Thereafter	—
Total	$ 36,000

Note 11—Noncash Transactions

Nixle recognized other income of $487,979 in a noncash transaction as follows:

Insurance payments directly to claimants	$142,500
Settlement of debt by claimants	345,479

Note 12—Risks and Uncertainties

Concentration of Credit Risk

Nixle, at times, maintains cash balances in financial institutions that are in excess of the $250,000 insurance provided by the Federal Deposit Insurance Corporation (FDIC). At September 30, 2013 Nixle's cash balances did not exceed the FDIC limits. Nixle has not experienced any loss on its cash or cash equivalents. Management believes any significant credit risk on Nixle's deposits in financial institutions is minimal.

Competition

The market for Nixle's products and services is highly competitive and the technology is subject to shifts in market preferences. There exists a risk that Nixle's financial condition and results of operations could be negatively affected if market preferences shift.

Note 13—Licensing Agreement

Nixle entered into a new licensing agreement effective January 1, 2014 with a telecommunications firm, Shoutpoint, for voice applications solutions. The agreement is standard for one year, automatically renewing each January 1 successively, for two more years unless cancelled with 30 days advance notice. The base licensing fee is $45,000 per quarter with additional Price Per Minute (PPM) and Price Per Contact (PPC) charges. Beginning with the second annual term of the agreement, minimum pricing rules take effect. For the nine months ended September 30, 2014, Nixle paid $120,734 under its licensing agreement with Shoutpoint.

For the nine months ended September 30, 2013 Nixle paid $275,000 under its licensing agreement with Everbridge.

Note 14—Subsequent Events and Future Uncertainties

Management has evaluated subsequent events through July 15, 2015, the date the financial statements were available for release.

Subsequent to year end on December 23, 2014 the Director of Nixle entered into an Asset Purchase Agreement (APA) with its service provider – Everbridge. Under the terms of the APA, Everbridge, purchased substantially all of Nixles's assets and a portion of accounts payable in exchange for cash and stock. Everbridge is planning an initial public offering (IPO) of its stock in late July 2015 and will include pro-forma financial information and other information related to the APA with Nixle.

The effects of Everbridge's IPO on Nixle are highly speculative and impossible to determine, accordingly these financial statements contain no adjustments for events that may occur as a result of this subsequent event.

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth all costs and expenses, other than underwriting discounts and commissions, payable by us in connection with the sale of the common stock being registered. All amounts shown are estimates except for the SEC registration fee and the FINRA filing fee.

	Amount to be Paid
SEC registration fee	$ 11,291
FINRA filing fee	17,319
NASDAQ Global Market initial listing fee	125,000
Blue sky fees and expenses	10,000
Printing and engraving	350,000
Legal fees and expenses	1,175,000
Accounting fees and expenses	1,250,000
Transfer agent and registrar fees	33,250
Miscellaneous fees and expenses	528,140
Total	3,500,000

* To be filed by amendment.

Item 14. Indemnification of Directors and Officers.

We are incorporated under the laws of the State of Delaware. Section 102 of the Delaware General Corporation Law permits a corporation to eliminate the personal liability of directors of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his or her duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit.

Section 145 of the Delaware General Corporation Law provides that a corporation has the power to indemnify a director, officer, employee or agent of the corporation and certain other persons serving at the request of the corporation in related capacities against expenses (including attorneys' fees), judgments, fines and amounts paid in settlements actually and reasonably incurred by the person in connection with an action, suit or proceeding to which he is or is threatened to be made a party by reason of such position, if such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful, except that, in the case of actions brought by or in the right of the corporation, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

As permitted by the Delaware General Corporation Law, our amended and restated certificate of incorporation and amended and restated bylaws will provide that: (1) we are required to indemnify our directors to the fullest extent permitted by the Delaware General Corporation Law; (2) we may, in our discretion, indemnify our officers, employees and agents as set forth in the Delaware General Corporation Law; (3) we are required, upon satisfaction of certain conditions, to advance all expenses incurred by our directors in connection with certain legal proceedings; (4) the rights conferred in the bylaws are not exclusive; and (5) we are authorized to enter into indemnification agreements with our directors, officers, employees and agents.

Our policy is to enter into agreements with our directors that require us to indemnify them against expenses, judgments, fines, settlements and other amounts that any such person becomes legally obligated to pay (including with respect to a derivative action) in connection with any proceeding, whether actual or threatened, to which such person may be made a party by reason of the fact that such person is or was a director or officer of us or any of our affiliates, provided such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, our best interests. These indemnification agreements also set forth certain procedures that will apply in the event of a claim for indemnification thereunder. At present, no litigation or proceeding is pending that involves any of our directors or officers regarding which indemnification is sought, nor are we aware of any threatened litigation that may result in claims for indemnification.

We maintain a directors' and officers' liability insurance policy. The policy insures directors and officers against unindemnified losses arising from certain wrongful acts in their capacities as directors and officers and reimburses us for those losses for which we have lawfully indemnified the directors and officers. The policy contains various exclusions.

In addition, the underwriting agreement filed as Exhibit 1.1 to this registration statement provides for indemnification by the underwriters of us and our officers and directors for certain liabilities arising under the Securities Act, or otherwise. Our amended and restated investors' rights agreement with certain stockholders also provides for cross-indemnification in connection with the registration of our common stock on behalf of such investors.

Item 15. Recent Sales of Unregistered Securities.

The following list sets forth information regarding all unregistered securities issued by us since January 1, 2013 through the date of the prospectus that is a part of this registration statement:

Issuances of Common Stock and Options to Purchase Common Stock

From January 1, 2013 through the date of this registration statement, we have granted under our 2008 Plan options to purchase an aggregate of 2,007,112 shares of our common stock to employees, consultants and directors, having exercise prices ranging from $1.32 to $14.66 per share. Of these, options to purchase an aggregate of 205,946 shares have been cancelled without being exercised. From January 1, 2013 through the date of this registration statement, an aggregate of 871,661 shares of our common stock were issued upon the exercise of stock options under the 2008 Plan, at exercise prices between $0.52 and $9.37 per share.

The offers, sales and issuances of the securities described in the preceding paragraph were deemed to be exempt from registration under Rule 701 promulgated under the Securities Act, or Rule 701, in that the transactions were by an issuer not involving any public offering or under Section 4(a)(2) of the Securities Act or under compensatory benefit plans and contracts relating to compensation as provided under Rule 701. The recipients of such securities were our employees, directors or consultants and received the securities under our equity incentive plans. Appropriate legends were affixed to the securities issued in these transactions.

In March 2014, we issued an aggregate of 391,730 shares of our common stock to certain stockholders of Vocal Limited in connection with our acquisition of Vocal Limited.

In July 2014, we issued 18,740 shares of common stock to PMC Financial Services Group, LLC upon the exercise of a warrant to purchase shares of common stock.

In December 2014, we issued an aggregate of 120,546 shares of our common stock to Tapestry Telemed LLC in connection with our purchase of certain technology from Tapestry Telemed LLC.

In December 2014, we issued an aggregate of 323,178 shares of our common stock to Nixle, LLC in connection with our acquisition of substantially all of the assets of Nixle, LLC.

In March 2015, we issued an aggregate of 6,027 shares of our common stock to certain former members of Tapestry Telemed LLC in connection with our purchase of certain technology from Tapestry Telemed LLC in December 2014.

The offers, sales and issuances of the securities described in the preceding paragraphs were deemed to be exempt from registration under the Securities Act in reliance on Section 4(a)(2) of the Securities Act or Rule 506 of Regulation D promulgated thereunder as a transaction by an issuer not involving a public offering. The recipients of securities in each of these transactions acquired the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were affixed to the securities issued in these transactions. Each of the recipients of securities in these transactions was either an accredited investor within the meaning of Rule 501 of Regulation D under the Securities Act or had adequate access, through employment, business or other relationships, to information about us.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits

Exhibit Number	Description of Document
1.1	Form of Underwriting Agreement.
3.1	Fourth Amended and Restated Certificate of Incorporation of Everbridge, Inc., as currently in effect.
3.2	Form of Amended and Restated Certificate of Incorporation of Everbridge, Inc. to be effective upon completion of this offering.
3.3*	Amended and Restated Bylaws of Everbridge, Inc., as currently in effect.
3.4*	Form of Amended and Restated Bylaws of Everbridge, Inc. to be effective upon completion of this offering.
4.1	Form of common stock certificate of Everbridge, Inc.
4.2	Third Amended and Restated Investors' Rights Agreement by and among Everbridge, Inc. and certain of its stockholders, dated September 9, 2011, as amended and as currently in effect.
5.1	Opinion of Cooley LLP.
10.1*	Sublease Agreement, dated as of March 30, 2016, by and between Everbridge, Inc. and Jacobs Engineering Group, Inc.
10.2*	Sublease Agreement, dated as of February 27, 2015, by and between Everbridge, Inc. and Acquia Inc.
10.3+	2008 Equity Incentive Plan, as amended and as currently in effect, and Forms of Stock Option Agreement and Notice of Exercise thereunder.
10.4+	Form of 2016 Equity Incentive Plan and Forms of Stock Option Agreement, Notice of Exercise and Stock Option Grant Notice thereunder.
10.5+	2016 Employee Stock Purchase Plan.
10.6+	Non-Employee Director Compensation Plan to be in effect upon the completion of this offering.
10.7+*	2015 Bonus Plan of Everbridge, Inc.
10.8+*	2016 Bonus Plan of Everbridge, Inc.
10.9+*	Form of Indemnification Agreement by and between Everbridge, Inc. and each of its directors and executive officers.
10.10+*	Employment Agreement, dated as of July 26, 2012, by and between Everbridge, Inc. and Jaime Ellertson.
10.11+*	Employment Agreement, dated as of April 13, 2015, by and between Everbridge, Inc. and Kenneth S. Goldman.
10.12+*	Employment Agreement, dated as of December 1, 2014, by and between Everbridge, Inc. and Nicholas Hawkins.
10.13+*	Employment Agreement, dated as of October 6, 2013, by and between Everbridge, Inc. and Scott Burnett.
10.14+*	Employment Agreement, dated as of July 27, 2012, by and between Everbridge, Inc. and Gary Phillips.

Exhibit Number	Description of Document
10.15+*	Employment Agreement, dated as of July 27, 2012, by and between Everbridge, Inc. and Imad Mouline.
10.16+*	Employment Agreement, dated as of July 26, 2012, by and between Everbridge, Inc. and Yuan Cheng.
10.17+	Employment Agreement, dated as of November 3, 2015, by and between Everbridge, Inc. and Elliot J. Mark.
10.18+	Employment Agreement, dated as of January 26, 2016, by and between Everbridge, Inc. and Joel Rosen.
10.19*	Loan and Security Agreement, dated as of June 30, 2015, by and between Everbridge, Inc. and Western Alliance Bank, as amended.
21.1*	Subsidiaries of Everbridge, Inc.
23.1	Consent of KPMG LLP, independent registered public accounting firm.
23.2	Consent of Werdann Devito LLC, independent accounting firm.
23.3	Consent of Cooley LLP (included in Exhibit 5.1).
23.4*	Consent of Frost & Sullivan.
23.5*	Consent of Markets and Markets.
24.1*	Power of Attorney.

* Previously filed.

\+ Indicates management contract or compensatory plan.

(b) Financial Statement Schedules

Schedules not listed above have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto.

Item 17. Undertakings.

The undersigned Registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Burlington, Massachusetts, on the 6th day of September, 2016.

EVERBRIDGE, INC.
/s/ Jaime Ellertson
Jaime Ellertson
President, Chief Executive Officer and Chairman of the Board of Directors

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Jaime Ellertson Jaime Ellertson	President, Chief Executive Officer and Chairman of the Board of Directors *(Principal Executive Officer)*	September 6, 2016
/s/ Kenneth S. Goldman Kenneth S. Goldman	Senior Vice President and Chief Financial Officer *(Principal Financial Officer and Principal Accounting Officer)*	September 6, 2016
* Richard D'Amore	Director	September 6, 2016
* Bruns Grayson	Director	September 6, 2016
* David Henshall	Director	September 6, 2016
* Kent Mathy	Director	September 6, 2016
* Cinta Putra	Director	September 6, 2016

*By: /s/ Kenneth S. Goldman
Kenneth S. Goldman, Attorney-in-Fact

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EXHIBIT INDEX

Exhibit Number	Description of Document
1.1	Form of Underwriting Agreement.
3.1	Fourth Amended and Restated Certificate of Incorporation of Everbridge, Inc., as currently in effect.
3.2	Form of Amended and Restated Certificate of Incorporation of Everbridge, Inc. to be effective upon completion of this offering.
3.3*	Amended and Restated Bylaws of Everbridge, Inc., as currently in effect.
3.4*	Form of Amended and Restated Bylaws of Everbridge, Inc. to be effective upon completion of this offering.
4.1	Form of common stock certificate of Everbridge, Inc.
4.2	Third Amended and Restated Investors' Rights Agreement by and among Everbridge, Inc. and certain of its stockholders, dated September 9, 2011 as amended and as currently in effect.
5.1	Opinion of Cooley LLP.
10.1*	Sublease Agreement, dated as of March 30, 2016, by and between Everbridge, Inc. and Jacobs Engineering Group Inc.
10.2*	Sublease Agreement, dated as of February 27, 2015, by and between Everbridge, Inc. and Acquia Inc.
10.3+	2008 Equity Incentive Plan, as amended and as currently in effect, and Forms of Stock Option Agreement and Notice of Exercise thereunder.
10.4+	Form of 2016 Equity Incentive Plan and Forms of Stock Option Agreement, Notice of Exercise and Stock Option Grant Notice thereunder.
10.5+	2016 Employee Stock Purchase Plan.
10.6+	Non-Employee Director Compensation Plan to be in effect upon the completion of this offering.
10.7+*	2015 Bonus Plan of Everbridge, Inc.
10.8+*	2016 Bonus Plan of Everbridge, Inc.
10.9+*	Form of Indemnification Agreement by and between Everbridge, Inc. and each of its directors and executive officers.
10.10+*	Employment Agreement, dated as of July 26, 2012, by and between Everbridge, Inc. and Jaime Ellertson.
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23.5*	Consent of Markets and Markets.
24.1*	Power of Attorney.

* Previously filed.

\+ Indicates management contract or compensatory plan.

Exhibit 1.1

● Shares

EVERBRIDGE, INC.

Common Stock

UNDERWRITING AGREEMENT

●, 2016

Credit Suisse Securities (USA) LLC
Merrill Lynch, Pierce, Fenner & Smith
Incorporated,

As Representatives of the Several Underwriters,
c/o Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, NY 10010-3629

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, NY 10036

Dear Sirs:

1. *Introductory*. Everbridge, Inc., a Delaware corporation ("**Company**"), agrees with the several Underwriters named in Schedule A hereto ("**Underwriters**") to issue and sell to the Underwriters ● shares of its common stock, par value $0.001 per share ("**Securities**"), and the stockholders listed in Schedule B hereto ("**Selling Stockholders**") agree severally with the Underwriters to sell to the several Underwriters an aggregate of ● outstanding shares of the Securities (such aggregate ● shares of Securities being hereinafter referred to as the "**Firm Securities**"). The Selling Stockholders also agree to severally sell to the Underwriters, at the option of the Underwriters, an aggregate of not more than ● additional outstanding shares of the Company's Securities (the "**Optional Securities**"). The Firm Securities and the Optional Securities are herein collectively called the "**Offered Securities**."

2. *Representations and Warranties of the Company and the Selling Stockholders.*

(a) The Company represents and warrants to, and agrees with, the several Underwriters that:

(i) *Filing and Effectiveness of Registration Statement; Certain Defined Terms*. The Company has filed with the Commission a registration statement on Form S-1 (No. 333-213217) covering the registration of the Offered Securities under the Act, including a related preliminary prospectus or prospectuses. At any particular time, this initial registration

statement, in the form then on file with the Commission, including all information contained in the registration statement (if any) filed pursuant to Rule 462(b) and then deemed to be a part of the initial registration statement and all 430A Information and all 430C Information, that in any case has not then been superseded or modified, shall be referred to as the "**Initial Registration Statement**." The Company may also have filed, or may file with the Commission, a Rule 462(b) registration statement covering the registration of Offered Securities. At any particular time, this Rule 462(b) registration statement, in the form then on file with the Commission, including the contents of the Initial Registration Statement incorporated by reference therein and including all 430A Information and all 430C Information, that in any case has not then been superseded or modified, shall be referred to as the "**Additional Registration Statement**."

As of the time of execution and delivery of this Agreement, the Initial Registration Statement has been declared effective under the Act and is not proposed to be amended. Any Additional Registration Statement has or will become effective upon filing with the Commission pursuant to Rule 462(b) and is not proposed to be amended. The Offered Securities all have been or will be duly registered under the Act pursuant to the Initial Registration Statement and, if applicable, the Additional Registration Statement.

For purposes of this Agreement:

"**430A Information**," with respect to any registration statement, means information included in a prospectus and retroactively deemed to be a part of such registration statement pursuant to Rule 430A(b).

"**430C Information**," with respect to any registration statement, means information included in a prospectus then deemed to be a part of such registration statement pursuant to Rule 430C.

"**Act**" means the Securities Act of 1933, as amended.

"**Applicable Time**" means ●:00 pm (Eastern time) on the date of this Agreement.

"**Closing Date**" has the meaning defined in Section 3 hereof.

"**Commission**" means the Securities and Exchange Commission.

"**Effective Time**" with respect to the Initial Registration Statement or, if filed prior to the execution and delivery of this Agreement, the Additional Registration Statement, means the date and time as of which such Registration Statement was declared effective by the Commission or has become effective upon filing pursuant to Rule 462(c). If an Additional Registration Statement has not been filed prior to the execution and delivery of this Agreement but the Company has advised the Representatives that it proposes to file one, "**Effective Time**" with respect to such Additional Registration Statement means the date and time as of which such Additional Registration Statement is filed and becomes effective pursuant to Rule 462(b).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Final Prospectus**" means the Statutory Prospectus that discloses the public offering price, other 430A Information and other final terms of the Offered Securities and otherwise satisfies Section 10(a) of the Act.

"**General Use Issuer Free Writing Prospectus**" means any Issuer Free Writing Prospectus that is intended for general distribution to prospective investors, as evidenced by its being so specified in Schedule C to this Agreement.

"**Issuer Free Writing Prospectus**" means any "issuer free writing prospectus," as defined in Rule 433, relating to the Offered Securities in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g).

"**Limited Use Issuer Free Writing Prospectus**" means any Issuer Free Writing Prospectus that is not a General Use Issuer Free Writing Prospectus.

The Initial Registration Statement and the Additional Registration Statement are referred to collectively as the "Registration Statements" and individually as a "Registration Statement." A "Registration Statement" with reference to a particular time means the Initial Registration Statement and any Additional Registration Statement as of such time. A "Registration Statement" without reference to a time means such Registration Statement as of its Effective Time. For purposes of the foregoing definitions, 430A Information with respect to a Registration Statement shall be considered to be included in such Registration Statement as of the time specified in Rule 430A.

"**Representatives**" means Credit Suisse Securities (USA) LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representatives of the several Underwriters.

"**Rules and Regulations**" means the rules and regulations of the Commission.

"**Securities Laws**" means, collectively, the Sarbanes-Oxley Act of 2002, as amended ("**Sarbanes-Oxley**"), the Act, the Exchange Act, the Rules and Regulations, the auditing principles, rules, standards and practices applicable to auditors of "issuers" (as defined in Sarbanes-Oxley) promulgated or approved by the Public Company Accounting Oversight Board and, as applicable, the rules of the New York Stock Exchange and the NASDAQ Stock Market ("**Exchange Rules**").

"**Statutory Prospectus**" with reference to a particular time means the prospectus included in a Registration Statement immediately prior to that time, including any 430A Information or 430C Information with respect to such Registration Statement. For purposes of the foregoing definition, 430A Information shall be considered to be included in the Statutory Prospectus as of the actual time that form of prospectus is filed with the Commission pursuant to Rule 424(b) or Rule 462(c) and not retroactively.

"**Testing-the-Waters Communication**" means any oral or written communication with potential investors undertaken in reliance on Section 5(d) of the Act.

"**Written Testing-the-Waters Communication**" means any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Act.

Unless otherwise specified, a reference to a "rule" is to the indicated rule under the Act.

(ii) *Compliance with Securities Act Requirements*. (A) At their respective Effective Times, (B) on the date of this Agreement and (C) on each Closing Date, each of the Initial Registration Statement and the Additional Registration Statement (if any) conformed and will conform in all material respects to the requirements of the Act, and the Rules and Regulations and will not include any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. On its date, at the time of filing of the Final Prospectus pursuant to Rule 424(b) or (if no such filing is required) at the Effective Time of the Additional Registration Statement in which the Final Prospectus is included, and on each Closing Date, the Final Prospectus will conform in all material respects to the requirements of the Act and the Rules and Regulations and will not include any untrue statement of a material fact or omit to state any material fact required

to be stated therein or necessary to make the statements therein not misleading. This Section 2(a)(ii) does not apply to statements in or omissions from any such document based upon written information furnished to the Company (A) by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information is that described as such in Section 8(c) hereof (the "**Underwriter Information**") or (B) by any Selling Stockholder expressly for use in the preparation of the answers therein to Items 7 and 11(m) of Form S–1 (the "**Selling Stockholder Information**").

(iii) *Ineligible Issuer Status*. (A) At the time of the initial filing of the Initial Registration Statement and (B) at the date of this Agreement, the Company was not and is not an "ineligible issuer," as defined in Rule 405, including (x) the Company or any other subsidiary in the preceding three years not having been convicted of a felony or misdemeanor or having been made the subject of a judicial or administrative decree or order as described in Rule 405 and (y) the Company in the preceding three years not having been the subject of a bankruptcy petition or insolvency or similar proceeding, not having had a registration statement be the subject of a proceeding under Section 8 of the Act and not being the subject of a proceeding under Section 8A of the Act in connection with the offering of the Offered Securities, all as described in Rule 405.

(iv) *General Disclosure Package*. As of the Applicable Time, neither (A) the General Use Issuer Free Writing Prospectus(es) issued at or prior to the Applicable Time and, the preliminary prospectus, dated •, 2016 (which is the most recent Statutory Prospectus distributed to investors generally) and the other information, if any, stated in Schedule C to this Agreement to be included in the General Disclosure Package, all considered together (collectively, the "**General Disclosure Package**"), nor (B) any individual Limited Use Issuer Free Writing Prospectus, when considered together with the General Disclosure Package, included any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from any Statutory Prospectus or any Issuer Free Writing Prospectus in reliance upon and in conformity with Underwriter Information or the Selling Stockholder Information.

(v) *Issuer Free Writing Prospectuses*. Each Issuer Free Writing Prospectus that the Company is required to file pursuant to Rule 433(d) has been, or will be, filed with the Commission in accordance with the requirements of the Act. Each Issuer Free Writing Prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) or that was prepared by or on behalf of or used by or referred to by the Company complies or will comply in all material respects with the requirements of Rule 433, including timely filing with the Commission or retention where required and legending. Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Offered Securities or until any earlier date that the Company notified or notifies the Representatives as described in the next sentence, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information then contained in the Registration Statement. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information then contained in the Registration Statement or as a result of which such Issuer Free Writing Prospectus, if republished immediately following such event or development, would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the

circumstances under which they were made, not misleading, (A) the Company has promptly notified or will promptly notify the Representatives, and (B) the Company has promptly amended or will promptly amend or supplement such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission; provided, however, that this representation and warranty shall not apply to any statements or omissions in an Issuer Free Writing Prospectus made in reliance upon and in conformity with any Underwriter Information or Selling Stockholder Information.

(vi) *Good Standing of the Company; Subsidiaries*. The Company has been duly incorporated and is existing and in good standing under the laws of the State of Delaware, with the corporate power and authority to own its properties and conduct its business as described in the General Disclosure Package; and the Company is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification except where the failure to so qualify or be in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect (as defined below). Each subsidiary of the Company has been duly organized and is existing and in good standing (to the extent the concept of good standing exists in such jurisdiction) under the laws of the jurisdiction of its incorporation, with the corporate or limited liability company power and authority to own its properties and conduct its business as described in the General Disclosure Package; and each subsidiary of the Company is duly qualified to do business as a foreign corporation in good standing (to the extent the concept of good standing exists in such jurisdiction) in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification except where the failure to so qualify or be in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; all of the issued and outstanding capital stock of each subsidiary of the Company has been duly authorized and validly issued and is fully paid and nonassessable; and the capital stock of each subsidiary owned by the Company, directly or through subsidiaries, is owned free from liens, encumbrances and defects. The subsidiaries of the Company listed on Schedule D hereto are the only subsidiaries, direct or indirect, of the Company and, except as disclosed in the General Disclosure Package, each subsidiary of the Company is a wholly-owned subsidiary, direct or indirect, of the Company.

(vii) *Offered Securities*. The Offered Securities and all other outstanding shares of capital stock of the Company have been duly authorized; the authorized equity capitalization of the Company is as set forth in the General Disclosure Package; all outstanding shares of capital stock of the Company are, and, when the Offered Securities have been delivered and paid for in accordance with this Agreement on each Closing Date, such Offered Securities will have been, validly issued, fully paid and nonassessable, will conform to the information regarding the Offered Securities in the General Disclosure Package and to the description of such Offered Securities contained in the Final Prospectus; the stockholders of the Company have no preemptive rights with respect to the Securities; and none of the outstanding shares of capital stock of the Company have been issued in violation of any preemptive or similar rights of any security holder. Except as disclosed in the General Disclosure Package, there are no outstanding (A) securities or obligations of the Company convertible into or exchangeable for any capital stock of the Company, (B) warrants, rights or options to subscribe for or purchase from the Company any such capital stock or any such convertible or exchangeable securities or obligations or (C) obligations of the Company to issue or sell any shares of capital stock, any such convertible or exchangeable Securities or obligations or any such warrants, rights or options. The Company has not, directly or indirectly, offered or sold any of the Offered Securities by means of any “prospectus” (within the meaning of the Act and

the Rules and Regulations) or used any "prospectus" or made any offer (within the meaning of the Act and the Rules and Regulations) in connection with the offer or sale of the Offered Securities, in each case other than the preliminary prospectus referred to in Section 2(a)(iv) hereof or any Permitted Free Writing Prospectus referred to in Section 6.

(viii) *Other Offerings*. The Company has not sold, issued or distributed any common shares during the six-month period preceding the date hereof, including any sales pursuant to Rule 144A under, or Regulation D or S of, the Act, other than common shares issued pursuant to employee benefit plans, qualified stock option plans or other employee compensation plans or pursuant to outstanding options, rights or warrants, or as otherwise disclosed in the General Disclosure Package.

(ix) *Emerging Growth Company Status*. From the time of initial confidential submission of the Registration Statement to the Commission (or, if earlier, the first date on which the Company engaged directly or through any person or entity authorized to act on its behalf in any Testing-the-Waters Communication) through the date hereof, the Company has been and is an "emerging growth company," as defined in Section 2(a) of the Act (an "**Emerging Growth Company**").

(x) *Testing-the-Waters Communication*. The Company (1) has not alone engaged in any Testing-the-Waters Communication other than Testing-the-Waters Communications with the consent of the Representatives with entities that are qualified institutional buyers within the meaning of Rule 144A under the Act or institutions that are accredited investors within the meaning of Rule 501 under the Act and (2) has not authorized anyone other than the Representatives to engage in Testing-the-Waters Communications. The Company reconfirms that the Representatives have been authorized to act on its behalf in undertaking Testing-the-Waters Communications. The Company has not distributed any Written Testing-the-Waters Communications other than these listed on Schedule E. As of the Applicable Time, none of (A) the General Disclosure Package, (B) any individual Issuer Limited Use Free Writing Prospectus, when considered together with the General Disclosure Package and (C) any individual Written Testing-the-Waters Communication, when considered together with the General Disclosure Package, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(xi) *Registration Rights*. Except as disclosed in the General Disclosure Package, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Act with respect to any securities of the Company owned or to be owned by such person or to require the Company to include such securities in the securities registered pursuant to a Registration Statement or in any securities being registered pursuant to any other registration statement filed by the Company under the Act. (collectively, "**registration rights**"), and any person to whom the Company has granted registration rights has agreed not to exercise such rights until after the expiration of the Lock-Up Period referred to in Section 5(k) hereof.

(xii) *Listing*. The Offered Securities have been approved for listing on the NASDAQ Stock Market, subject to notice of issuance.

(xiii) *Absence of Further Requirements*. No consent, approval, authorization, or order of, or filing or registration with, any person (including any governmental agency or body or any court) is required to be obtained or made by the Company for the consummation of the transactions contemplated by this Agreement in connection with the sale of the Offered Securities, except such as have been obtained, or made and such as may be required under state securities laws or the rules and regulations of FINRA.

(xiv) *Title to Property*. Except as disclosed in the General Disclosure Package, the Company and its subsidiaries have good and marketable title to all real properties and all other properties and assets owned by them, in each case free from liens, charge, encumbrances and defects that would materially affect the value thereof or materially interfere with the use made or to be made thereof by them and, except as disclosed in the General Disclosure Package, the Company and its subsidiaries hold any leased real or personal property under valid and enforceable leases with no terms or provisions that would reasonably be expected to materially interfere with the use made or to be made thereof by them.

(xv) *Absence of Defaults and Conflicts Resulting from Transaction*. The execution, delivery and performance of this Agreement by the Company, and the issuance and sale of the Offered Securities will not result in a breach or violation of any of the terms and provisions of, or constitute a default or a Debt Repayment Triggering Event (as defined below) under, or result in the imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, (i) the charter or by-laws of the Company or any of its subsidiaries, (ii) any statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company or any of its subsidiaries or any of their properties, or (iii) any agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the properties of the Company or any of its subsidiaries is subject except in the case of clauses (ii) and (iii) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; a "**Debt Repayment Triggering Event**" means any event or condition that gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture, or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

(xvi) *Absence of Existing Defaults and Conflicts*. Neither the Company nor any of its subsidiaries is (i) in violation of its respective charter or by-laws, (ii) in default (or with the giving of notice or lapse of time would be in default), under any existing obligation, agreement, covenant or condition contained in any indenture, loan agreement, mortgage, lease or other agreement or instrument to which any of them is a party or by which any of them is bound or to which any of the properties of any of them is subject, (iii) in violation of any federal, state, local or foreign law, regulation or rule, or (iv) in violation of any rule or regulation of any self-regulatory organization or other non-governmental regulatory authority (including, without limitation, the rules and regulations of the NASDAQ) having jurisdiction over the Company or any of its subsidiaries, or any decree, judgment or order of any governmental agency or court having jurisdiction over the Company or any of its subsidiaries applicable to it or any of its properties, except in the cases of clauses (ii) and (iii) above as would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on the condition (financial or otherwise), results of operations, business, properties or prospects of the Company and its subsidiaries taken as a whole ("**Material Adverse Effect**").

(xvii) *Authorization of Agreement*. This Agreement has been duly authorized, executed and delivered by the Company.

(xviii) *Possession of Licenses and Permits*. The Company and its subsidiaries possess, and are in compliance with the terms of, all certificates, authorizations, franchises, licenses and permits ("**Licenses**") necessary to the conduct of the business now conducted or proposed in the General Disclosure Package to be conducted by them except where the failure to possess such licenses or such noncompliance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and have not received any notice of proceedings relating to the revocation or modification of any Licenses that, if determined adversely to the Company or any of its subsidiaries, would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(xix) *Absence of Labor Dispute*. No labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is imminent that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(xx) *Possession of Intellectual Property*. The Company and its subsidiaries, taken as a whole, own, license, possess or otherwise have a valid right to use, or can acquire on reasonable terms all the rights necessary to use, trademarks, trade names, patent rights, copyrights, domain names, licenses, trade secrets, inventions, technology, know-how and other intellectual property, and similar rights, including registrations and applications for registration thereof (collectively, "**Intellectual Property Rights**") necessary to the conduct of the business now conducted or proposed in the General Disclosure Package to be conducted by them, and the expected expiration of any such Intellectual Property Rights would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as disclosed in the General Disclosure Package, (A) there are no rights of third parties to any of the Intellectual Property Rights owned by the Company or its subsidiaries; (B) to the Company's knowledge there is no infringement, misappropriation breach, default or other violation, or the occurrence of any event that with notice or the passage of time would constitute any of the foregoing, by third parties of any of the Intellectual Property Rights of the Company or its subsidiaries; (C) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the Company's or any subsidiary's rights in or to, or the violation of any of the terms of, any of their Intellectual Property Rights, and the Company is unaware of any facts which would form a reasonable basis for any such claim; (D) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any such Intellectual Property Rights, and the Company is unaware of any facts which would form a reasonable basis for any such claim; (E) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company or any subsidiary infringes, misappropriates or otherwise violates or conflicts with any Intellectual Property Rights or other proprietary rights of others and the Company is unaware of any other fact which would form a reasonable basis for any such claim; and (F) none of the Intellectual Property Rights used by the Company or its subsidiaries in their businesses has been obtained or is being used by the Company or its subsidiaries in violation of any contractual obligation binding on the Company or any of its subsidiaries or, to the Company's knowledge, in violation of the rights of any persons, except in each case covered by clauses (A) – (F) such as would not, if determined adversely to the Company or any of its subsidiaries, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company and its subsidiaries own or have a valid right to access and us or can acquire on reasonable terms all computer systems, networks, hardware, software,

databases, websites, and equipment used to process, store, maintain, deliver and operate data, information, and functions used in connection with the business of the Company and its subsidiaries (the "**Company IT Systems**"). The Company IT Systems are adequate for, and operate and perform in all material respects as required in connection with, the operation of the business of the Company and its subsidiaries as currently conducted or proposed in the General Disclosure Package to be conducted by them. The Company and its subsidiaries have implemented such backup, security and disaster systems as the Company reasonably believes are prudent and customary for similarly sized companies in the businesses in which they are engaged.

(xxi) *Environmental Laws*. Neither the Company nor any of its subsidiaries (i) is in violation of any statute, any rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, "**environmental laws**"), (ii) owns or operates any real property contaminated with any substance that is subject to any environmental laws, (iii) is liable for any off-site disposal or contamination pursuant to any environmental laws, or (iv) is subject to any claim relating to any environmental laws, except, in the case of each of clauses (i) through (iv) above, for such violations, contaminations, liabilities or claims that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and the Company is not aware of any pending investigation which would reasonably be expected to lead to such a claim.

(xxii) *Accurate Disclosure*. The statements in the General Disclosure Package and the Final Prospectus under the headings "Material U.S. Federal Income Tax And Estate Considerations For Non-U.S. Holders" and "Description of the Capital Stock," insofar as such statements summarize legal matters, agreements, documents or proceedings discussed therein, are accurate and fair summaries of such legal matters, agreements, documents or proceedings and present the information required to be shown pursuant to the Act and the Rules and Regulations.

(xxiii) *Absence of Manipulation*. The Company has not taken, directly or indirectly, any action that is designed to or that has constituted or that would reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Offered Securities.

(xxiv) *Statistical and Market-Related Data*. Any third-party statistical and market-related data included in a Registration Statement, a Statutory Prospectus, the General Disclosure Package or any Written Testing the Waters Communication are based on or derived from sources that the Company believes to be reliable and accurate in all material respects and, to the extent required, the Company has obtained the written consent to the use of such data from such sources.

(xxv) *Internal Controls and Compliance with the Sarbanes-Oxley Act*. Except as set forth in the General Disclosure Package, the Company, its subsidiaries and the Company's Board of Directors (the "**Board**") are in compliance with the requirements of Sarbanes-Oxley applicable to the Company and all applicable Exchange Rules. The Company maintains a system of internal controls, including, but not limited to, disclosure controls and procedures, internal controls over accounting matters and financial reporting and legal and regulatory compliance controls (collectively, "**Internal Controls**") that comply with the Securities Laws and are designed to provide reasonable assurances that (i) transactions are executed in

accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with U.S. Generally Accepted Accounting Principles ("**U.S. GAAP**") and to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Internal Controls are, or upon consummation of the offering of the Offered Securities will be, overseen by the Audit Committee (the "**Audit Committee**") of the Board in accordance with applicable Exchange Rules. The Company has not publicly disclosed or reported to the Audit Committee or the Board, and within the next 135 days the Company does not reasonably expect to publicly disclose or report to the Audit Committee or the Board, a significant deficiency, material weakness, adverse change in Internal Controls or fraud involving management or other employees who have a significant role in Internal Controls (each, an "**Internal Control Event**"), any violation of, or failure to comply with, the Securities Laws, or any matter which, if determined adversely, would reasonably be expected to have a Material Adverse Effect.

(xxvi) *Litigation*. There are no pending actions, suits or proceedings (including any inquiries or investigations by any court or governmental agency or body, domestic or foreign) against or affecting the Company, any of its subsidiaries or any of their respective properties that, if determined adversely to the Company or any of its subsidiaries, would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, or would materially and adversely affect the ability of the Company to perform its obligations under this Agreement, or which are otherwise material in the context of the sale of the Offered Securities; and no such actions, suits or proceedings (including any inquiries or investigations by any court or governmental agency or body, domestic or foreign) are, to the Company's knowledge, threatened or contemplated.

(xxvii) *Financial Statements; Independent Accountants*. The financial statements included in each Registration Statement and the General Disclosure Package present fairly in all material respects the financial position of the Company and its consolidated subsidiaries as of the dates shown and their results of operations and cash flows for the periods shown, and such financial statements have been prepared in conformity with U.S. GAAP applied on a consistent basis and the schedules included in each Registration Statement present fairly in all material respects the information required to be stated therein; and the assumptions used in preparing the pro forma financial statements included in each Registration Statement and the General Disclosure Package provide a reasonable basis for presenting the significant effects directly attributable to the transactions or events described therein, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma columns therein reflect the proper application of those adjustments to the corresponding historical financial statement amounts. KPMG LLP, which has certified certain financial statements of the Company and one of its subsidiaries included in the General Disclosure Package and the Final Prospectus, is an independent registered public accounting firm with respect to the Company within the Rules and Regulations and as required by the Act and the applicable rules and guidance from the Public Company Accounting Oversight Board (United States). Werdann Devito LLP, which has certified certain financial statements of the Company's subsidiaries included in the General Disclosure Package and the Final Prospectus, is an independent public accounting firm with respect to the Company within the Rules and Regulations and as required by the Act. The summary and selected financial and statistical data included in the Registration Statement, the General Disclosure Package and the Final Prospectus present fairly in all material respects the information shown therein and such data

has been compiled on a basis consistent with the financial statements presented therein and the books and records of the Company. The Company does not have any material liabilities or obligations, direct or contingent (including any off-balance sheet obligations or any "variable interest entities" within the meaning of Financial Accounting Standards Board Interpretation No. 46), not disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus. There are no financial statements that are required to be included in the Registration Statement pursuant to the Act or the Rules and Regulations, the General Disclosure Package or the Final Prospectus that are not included as required.

(xxviii) *No Material Adverse Change in Business*. Except as disclosed in the General Disclosure Package, since the end of the period covered by the latest audited financial statements included in the General Disclosure Package, (A) there has been no change, nor any development or event involving a prospective change, in the condition (financial or otherwise), results of operations, business, properties or prospects of the Company and its subsidiaries, taken as a whole, that is material and adverse; (B) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock; (C) there has been no material adverse change in the capital stock (other than as a result of (1) the exercise of stock options, the vesting of restricted stock or restricted stock units in the ordinary course, (2) the granting of stock options, restricted stock or restricted stock units in the ordinary course of business pursuant to the Company's stock plans that are described in the General Disclosure Package or (3) the repurchase of shares of stock which were issued upon exercise of stock options or vested under other equity awards, in each case pursuant to the agreements pursuant to which such shares were issued and, if applicable, in accordance with the Company's stock plans that are described in the General Disclosure Package), short-term indebtedness, long-term indebtedness, net current assets or net assets of the Company and its subsidiaries; (D) there has been no material transaction entered into and there is no material transaction that is probable of being entered into by the Company other than transactions in the ordinary course of business; (E) there has been no obligation, direct or contingent, that is material to the Company taken as a whole, incurred by the Company, except obligations incurred in the ordinary course of business; and (F) neither the Company nor any of its subsidiaries has sustained any loss or interference with its business that is material to the Company and its subsidiaries taken as a whole from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority.

(xxix) *Investment Company Act*. The Company is not and, after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the General Disclosure Package, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended (the "**Investment Company Act**").

(xxx) *Ratings*. No "nationally recognized statistical rating organization" as such term is defined for purposes of Rule 436(g)(2) (i) has imposed (or has informed the Company that it is considering imposing) any condition (financial or otherwise) on the Company's retaining any rating assigned to the Company or any securities of the Company or (ii) has indicated to the Company that it is considering any of the actions described in Section 7(c)(ii) hereof.

(xxxi) *ERISA Compliance*. Neither the Company nor any of its ERISA Affiliates has incurred or reasonably expects to incur any material liability under Title IV of the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder (collectively, "ERISA") with respect to termination of, or

withdrawal from, any "employee benefit plan" (as defined under ERISA). Neither the Company nor any ERISA Affiliate has ever sponsored, mandated, or contributed to, any "employee benefit plan" subject to title IV of ERISA, Section 412 of the Internal Revenue Code of 1986, as amended (the "**Code**"), or Section 302 of ERISA. As used herein, "ERISA Affiliate" means, with respect to the Company, any member of any group of organizations described in Sections 414(b),(c),(m) or (o) of the Code of which the Company is a member. Each employee benefit plan established or maintained by the Company or any ERISA Affiliate that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or approval letter from the IRS with respect to such qualification, or may rely on an opinion letter issued by the IRS with respect to a prototype plan adopted in accordance with the requirements for such reliance and, to the knowledge of the Company, nothing has occurred, whether by action or failure to act, which would cause the loss of such qualification.

(xxxii) *FINRA Matters.* All of the information provided to the Underwriters or to counsel for the Underwriters by the Company and, to the Company's knowledge, its officers and directors, in connection with the offering of the Offered Shares is true, complete and correct in all material respects and compliant with the rules of the Financial Industry Regulatory Authority ("FINRA").

(xxxiii) *No Outstanding Loans or Other Extensions of Credit*. The Company does not have any outstanding extension of credit, in the form of a personal loan, to or for any director or executive officer (or equivalent thereof) of the Company except for such extensions of credit as are expressly permitted by Section 13(k) of the Exchange Act.

(xxxiv) *Taxes*. The Company and its subsidiaries have filed all federal, state, local and non-U.S. tax returns that are required to be filed by them or have requested extensions thereof (except in any case in which the failure so to file would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect); and, except as set forth in the General Disclosure Package, the Company and its subsidiaries have paid all taxes (including any assessments, fines or penalties) required to be paid by them, except for any such taxes, assessments, fines or penalties currently being contested in good faith or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(xxxv) *Insurance*. The Company and its subsidiaries, taken as a whole, are insured by insurers with appropriately rated claims paying abilities against such losses and risks and in such amounts as the Company reasonably believes are prudent and customary for similarly sized companies in the businesses in which they are engaged; all policies of insurance and fidelity or surety bonds insuring the Company or any of its subsidiaries or their respective businesses, assets, employees, officers and directors are in full force and effect; the Company and its subsidiaries are in compliance with the terms of such policies and instruments in all material respects; there are no claims by the Company or any of its subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause, except for any such reservation of claims that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; within the past 6 years, neither the Company nor any such subsidiary has been refused any insurance coverage sought or applied for; and neither the Company nor any such subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect, except as set forth in or contemplated in the General Disclosure Package; and the Company will obtain directors' and officer's insurance in such amounts as the Company reasonably believes is customary for an initial public offering.

(xxxvi) *No Unlawful Payments*. Neither the Company nor any of its subsidiaries nor any director or officer of the Company or any of its subsidiaries nor, to the knowledge of the Company, any other employee, agent, affiliate or other person acting on behalf of the Company or any of its subsidiaries has (A) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (B) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government or regulatory official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (C) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption laws; or (D) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and its subsidiaries have instituted, maintain and enforce, and will continue to maintain and enforce policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

(xxxvii) *Compliance with Anti-Money Laundering Laws*. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the anti-money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations and guidelines issued, administered or enforced by any governmental agency with jurisdiction over the Company or any of its subsidiaries (collectively, the "**Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(xxxviii) *Compliance with Office of Foreign Assets Control*. Neither the Company nor any of its subsidiaries, directors or officers, nor, to the knowledge of the Company, any other employee, agent, or affiliate or other person acting on behalf of the Company or any of its subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. Government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "**Sanctions**"), nor is the Company, any of its subsidiaries located, organized or resident in a country or territory that is the subject or the target of Sanctions, including, without limitation, Cuba, Burma (Myanmar), Iran, North Korea, Sudan and Syria (each, a "**Sanctioned Country**"); and the Company will not directly or indirectly use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (A) to fund or facilitate any activities of or business with any person that, at

the time of such funding or facilitation, is the subject or the target of Sanctions, (B) to fund or facilitate any activities of or business in any Sanctioned Country or (C) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. For the past five years, the Company and its subsidiaries have not knowingly engaged in, are not now knowingly engaged in, and will not engage in, any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

(xxxix) *No Restrictions on Payments by Subsidiaries*. No subsidiary of the Company is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, (A) from paying any dividends to the Company, (B) from making any other distribution on such subsidiary's capital stock, (C) from repaying to the Company any loans or advances to such subsidiary from the Company or (D) from transferring any such subsidiary's material properties or assets to the Company or any other subsidiary of the Company.

(xl) *No Finder's Fee*. Except as disclosed in the General Disclosure Package, there are no contracts, agreements or understandings between the Company and any person that would give rise to a valid claim against the Company or any Underwriter for a brokerage commission, finder's fee or other like payment in connection with this offering.

(b) Each Selling Stockholder severally represents and warrants to, and agrees with, the several Underwriters that:

(i) *Authorization*. This Agreement has been duly authorized, executed and delivered by or on behalf of such Selling Stockholder.

(ii) *Title to Securities*. Such Selling Stockholder has and on each Closing Date hereinafter mentioned will have valid and unencumbered title to the Offered Securities to be delivered by such Selling Stockholder on such Closing Date and full right, power and authority to enter into this Agreement and to sell, assign, transfer and deliver the Offered Securities to be delivered by such Selling Stockholder on such Closing Date hereunder; and upon the delivery of and payment for the Offered Securities on each Closing Date hereunder the several Underwriters will acquire valid and unencumbered title to the Offered Securities to be delivered by such Selling Stockholder on such Closing Date.

(iii) *Absence of Further Requirements*. No consent, approval, authorization or order of, or filing with, any person (including any governmental agency or body or any court) is required to be obtained or made by any Selling Stockholders for the consummation of the transactions contemplated by the Custody Agreement or this Agreement in connection with the offering and sale of the Offered Securities sold by such Selling Stockholders, except such as have been obtained and made under the Act and such as may be required under state securities laws or the rules and regulations of FINRA; and except for such consents, approvals, authorizations, orders or filings as would not, individually or in the aggregate, be reasonably expected to adversely affect such Selling Stockholder's ability to perform its obligations hereunder or under the Power of Attorney or Custody Agreement or impair the validity or enforcement thereof.

(iv) *Absence of Defaults and Conflicts Resulting from Transaction*. The execution, delivery and performance of the Custody Agreement, Power of Attorney and this Agreement and the consummation of the transactions therein and herein contemplated will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, or result in the imposition of any lien, charge or encumbrance upon any property or assets of such Selling Stockholders pursuant to, (i) any statute, any rule, regulation or order of any governmental agency or body or any court having jurisdiction over such Selling Stockholder or any of its properties, (ii) any agreement or instrument to which such Selling Stockholder is a party or by which any Selling Stockholder is bound or to which any of the properties of such Selling Stockholder is subject, or (iii) the charter or by-laws of any Selling Stockholder that is a corporation or the constituent documents of any Selling Stockholder that is not a natural person or a corporation except, in the case of clauses (i) and (ii), as would not reasonably be expected to adversely affect such Selling Stockholder's ability to perform its obligations hereunder or under the Power of Attorney or Custody Agreement and impair the validity or enforcement thereof.

(v) *Custody Agreement*. The Power of Attorney and related Custody Agreement among the Selling Stockholders and the Custodian (the "**Custody Agreement**") with respect to each Selling Stockholder has been duly authorized, executed and delivered by such Selling Stockholder and constitute valid and legally binding obligations of such Selling Stockholder enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(vi) *Payment for Securities*. Upon payment for the Offered Securities to be sold by such Selling Stockholder pursuant to this Agreement, delivery of such Offered Securities, as directed by the Underwriters, to Cede & Co. ("**Cede**") or such other nominee as may be designated by the Depository Trust Company ("**DTC**"), registration of such Offered Securities in the name of Cede or such other nominee and the crediting of such Offered Securities on the books of DTC to securities accounts of the Underwriters (assuming that neither DTC nor any such Underwriter has notice of any adverse claim (within the meaning of Section 8-105 of the Uniform Commercial Code (the "**UCC**")) to such Offered Securities), (A) DTC shall be a "protected purchaser" of such Offered Securities within the meaning of Section 8-303 of the UCC, (B) under Section 8-501 of the UCC, the Underwriters will acquire a valid security entitlement in respect of such Offered Securities and (C) no action based on any "adverse claim," within the meaning of Section 8-102 of the UCC, to such Offered Securities may be successfully asserted against the Underwriters with respect to such security entitlement; for purposes of this representation, such Selling Stockholder may assume that when such payment, delivery and crediting occur, (x) such Offered Securities will have been registered in the name of Cede or another nominee designated by DTC, in each case on the Company's share registry in accordance with its certificate of incorporation, by-laws and applicable law, (y) DTC will be registered as a "clearing corporation" within the meaning of Section 8-102 of the UCC and (z) appropriate entries to the accounts of the several Underwriters on the records of DTC will have been made pursuant to the UCC.

(vii) *Compliance with Securities Act Requirements*. (A) At their respective Effective Times, (B) on the date of this Agreement and (C) on each Closing Date, each of the Initial Registration Statement and the Additional Registration Statement (if any) will not include any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. On its date, at the time of filing of the Final Prospectus pursuant to Rule 424(b) or (if no such filing is required) at the Effective Time of the Additional Registration Statement in which the Final Prospectus is included, and on each Closing Date, the Final Prospectus will not include any untrue

statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. The preceding sentences apply only to the extent that any statements in or omissions from a Registration Statement, the Additional Registration Statement (if any), the Final Prospectus, any Statutory Prospectus or any amendments or supplements thereto made in reliance upon and in conformity with the Selling Stockholder Information provided by such Selling Stockholder.

(viii) *No Undisclosed Material Information*. The sale of the Offered Securities by such Selling Stockholder pursuant to this Agreement is not prompted by any material information concerning the Company or any of its subsidiaries that is not set forth in the General Disclosure Package.

(ix) *No Finder's Fee*. Except as disclosed in the General Disclosure Package, there are no contracts, agreements or understandings between such Selling Stockholder and any person that would give rise to a valid claim against such Selling Stockholder or any Underwriter for a brokerage commission, finder's fee or other like payment in connection with this offering.

(x) *Absence of Manipulation*. Such Selling Stockholder has not taken, directly or indirectly, any action that is designed to or that has constituted or that would reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Offered Securities.

(xi) *Good Standing of Selling Stockholder*. To the extent such Selling Stockholder is an entity, such Selling Stockholder is validly existing and, to the extent such concept exists in the relevant jurisdiction, in good standing under the laws of the jurisdiction of its organization.

(xii) *General Disclosure Package*. As of the Applicable Time, neither (A) the General Disclosure Package nor (B) any individual Limited Use Issuer Free Writing Prospectus, when considered together with the General Disclosure Package, included any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence applies only to statements in or omissions from the General Disclosure Package or any Issuer Free Writing Prospectus made in reliance upon and in conformity with Selling Stockholder Information provided by such Selling Stockholder.

(xiii) *No Distribution of Offering Material*. Such Selling Stockholder has not distributed and will not distribute any prospectus or other offering material in connection with the offering and sale of the Offered Securities.

(xiv) *Continued Compliance with Securities* Laws. If, at any time when a prospectus relating to the offered Securities is (or but for the exemption in Rule 172 would be) required to be delivered under the Act by any Underwriter or dealer, any event occurs as a result of which the General Disclosure Package or the Final Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading with respect to such Selling Stockholder, in the light of the circumstances under which they were made, such Selling Stockholder will immediately notify the Company and the Representatives of such change. The preceding sentence applies only to statements in or omissions from the General Disclosure Package or Final Prospectus as then amended or supplemented made in reliance upon and in conformity with the Selling Stockholder Information provided by such Selling Stockholder.

3. Purchase, Sale and Delivery of Offered Securities.

(a) On the basis of the representations, warranties and agreements and subject to the terms and conditions set forth herein, the Company and each Selling Stockholder agree, severally and not jointly, to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company and each Selling Stockholder, at a purchase price of $● per share, that number of Firm Securities (rounded up or down, as determined by the Representatives in their discretion, in order to avoid fractions) obtained by multiplying ● Firm Securities in the case of the Company and the number of Firm Securities set forth opposite the name of such Selling Stockholder in Schedule B hereto, in the case of a Selling Stockholder, in each case by a fraction the numerator of which is the number of Firm Securities set forth opposite the name of such Underwriter in Schedule A hereto and the denominator of which is the total number of Firm Securities.

(b) Certificates in negotiable form for the Offered Securities to be sold by the Selling Stockholders hereunder have been placed in custody, for delivery under this Agreement, under Custody Agreements made with ●, as the custodian (the "**Custodian**"). Each Selling Stockholder agrees that the shares represented by the certificates held in custody for the Selling Stockholders under such Custody Agreements are subject to the interests of the Underwriters hereunder, that the arrangements made by the Selling Stockholders for such custody are to that extent irrevocable, and that the obligations of the Selling Stockholders hereunder shall not be terminated by operation of law, whether by the death of any individual Selling Stockholder or the occurrence of any other event, or in the case of a trust, by the death of any trustee or trustees or the termination of such trust. If any individual Selling Stockholder or any such trustee or trustees should die, or if any other such event should occur, or if any of such trusts should terminate, before the delivery of the Offered Securities hereunder, certificates for such Offered Securities shall be delivered by the Custodian in accordance with the terms and conditions of this Agreement as if such death or other event or termination had not occurred, regardless of whether or not the Custodian shall have received notice of such death or other event or termination.

(c) The Company and the Custodian will deliver the Firm Securities to or as instructed by the Representatives for the accounts of the several Underwriters in a form reasonably acceptable to the Representatives against payment of the purchase price by the Underwriters in Federal (same day) funds by official bank check or checks or wire transfer to an account at a bank acceptable to the Representatives drawn to the order of the Company in the case of Firm Securities offered by the Company, and the Custodian in the case of Firm Securities offered by the Selling Stockholders, at the office of Goodwin Procter LLP, 100 Northern Avenue, Boston, Massachusetts 02210, at 9:00 A.M., Eastern time, on ●, 2016, or at such other time not later than seven full business days thereafter as the Representatives and the Company determine, such time being herein referred to as the "**First Closing Date.**" For purposes of Rule 15c6-1 under the Exchange Act, the First Closing Date (if later than the otherwise applicable settlement date) shall be the settlement date for payment of funds and delivery of securities for all the Offered Securities sold on such date pursuant to the offering. The Firm Securities so to be delivered or evidence of their issuance will be made available for checking at the above office of Goodwin Procter LLP a reasonable time in advance of First Closing Date.

(d) In addition, upon written notice from the Representatives given to the Company and the Selling Stockholders from time to time not more than 30 days subsequent to the date of the Final Prospectus, the Underwriters may purchase all or less than all of the Optional Securities at the purchase price per Security to be paid for the Firm Securities. The Selling Stockholders agree, severally and not jointly, to sell to the Underwriters such number of Optional Securities that may be mutually agreed upon by the Representatives and the Power of Attorney for such Selling Stockholder. Such Optional Securities shall be purchased from the applicable Selling Stockholders for the account of each Underwriter in the same proportion as the number of Firm Securities set forth opposite such Underwriter's name bears to the total number of Firm Securities (subject to adjustment by the Representatives to eliminate fractions) and may be purchased by the Underwriters only for the purpose of covering over-allotments made in connection with the sale of the Firm Securities. No Optional Securities shall be sold or delivered unless the Firm Securities previously have been, or simultaneously are, sold and delivered. The right to purchase the Optional Securities or any portion thereof may be exercised from time to time and to the extent not previously exercised may be surrendered and terminated at any time upon notice by the Representatives to the Company and the Selling Stockholders.

(e) Each time for the delivery of and payment for the Optional Securities, being herein referred to as an "**Optional Closing Date**," which may be the First Closing Date (the First Closing Date and each Optional Closing Date, if any, being sometimes referred to as a "**Closing Date**"), shall be determined by the Representatives but shall be not later than five full business days after written notice of election to purchase Optional Securities is given unless the Representatives and the Company agree otherwise in writing. The Company and the Custodian will deliver the Optional Securities being purchased on each Optional Closing Date to or as instructed by the Representatives for the accounts of the several Underwriters in a form reasonably acceptable to the Representatives, against payment by the Underwriters of the purchase price therefor in Federal (same day) funds by official bank check or checks or wire transfer to an account at a bank acceptable to the Representatives drawn to the order of the Custodian, at the above office of Goodwin Procter LLP. The Optional Securities being purchased on each Optional Closing Date or evidence of their issuance will be made available for checking at the above office of Goodwin Procter LLP at a reasonable time in advance of such Optional Closing Date.

4. *Offering by Underwriters*. It is understood that the several Underwriters propose to offer the Offered Securities for sale to the public as set forth in the Final Prospectus.

5. *Certain Agreements of the Company and the Selling Stockholders*.

(a) *Additional Filings*. Unless filed pursuant to Rule 462(c) as part of the Additional Registration Statement in accordance with the second sentence following this sentence, the Company will file the Final Prospectus, in a form approved by the Representatives, with the Commission pursuant to and in accordance with subparagraph (1) (or, if applicable and if consented to by the Representatives, subparagraph (4)) of Rule 424(b) not later than the earlier of (i) the second business day following the execution and delivery of this Agreement or (ii) the fifteenth business day after the Effective Time of the Initial Registration Statement. The Company will advise the Representatives promptly of any such filing pursuant to Rule 424(b) and provide satisfactory evidence to the Representatives of such timely filing. If an Additional Registration Statement is necessary to register a portion of the Offered Securities under the Act but the Effective Time thereof has not occurred as of the execution and delivery of this Agreement, the Company will file the additional registration statement or, if filed, will file a post-effective amendment thereto with the Commission pursuant to and in accordance with Rule 462(b) on or prior to 10:00 P.M., Eastern time, on the date of this Agreement or, if earlier, on or prior to the time the Final Prospectus is finalized and distributed to any Underwriter, or will make such filing at such later date as shall have been consented to by the Representatives.

(b) *Filing of Amendments: Response to Commission Requests*. The Company will promptly advise the Representatives of any proposal to amend or supplement at any time the Initial Registration Statement, any Additional Registration Statement or any Statutory Prospectus and will not effect such amendment or supplementation without the Representatives' consent; and the Company will also advise the Representatives promptly of (i) the effectiveness of any Additional Registration Statement (if its Effective Time is subsequent to the execution and delivery of this Agreement), (ii) any amendment or supplementation of a Registration Statement or any Statutory Prospectus, (iii) any request by the Commission or its staff for any amendment to any Registration Statement, for any supplement to any Statutory Prospectus or for any additional information, (iv) the institution by the Commission of any stop order proceedings in respect of a Registration Statement or the threatening of any proceeding for that purpose and (v) the receipt by the Company of any notification with respect to the suspension of the qualification of the Offered Securities in any jurisdiction or the institution or threatening of any proceedings for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible the withdrawal thereof.

(c) *Continued Compliance with Securities Laws*. If, at any time when a prospectus relating to the Offered Securities is (or but for the exemption in Rule 172 would be) required to be delivered under the Act by any Underwriter or dealer, any event occurs as a result of which the Final Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary at any time to amend the Registration Statement or supplement the Final Prospectus to comply with the Act, the Company will promptly notify the Representatives of such event and will promptly prepare and file with the Commission and furnish, at its own expense, to the Underwriters and the dealers and any other dealers upon request of the Representatives, an amendment or supplement which will correct such statement or omission or an amendment which will effect such compliance. Neither the Representatives' consent to, nor the Underwriters' delivery of, any such amendment or supplement shall constitute a waiver of any of the conditions set forth in Section 7 hereof.

(d) *Rule 158.* As soon as practicable, but not later than the Availability Date (as defined below), the Company will make generally available to its security holders an earnings statement covering a period of at least 12 months beginning after the Effective Time of the Initial Registration Statement (or, if later, the Effective Time of the Additional Registration Statement) which will satisfy the provisions of Section 11(a) of the Act and Rule 158 under the Act. For the purpose of the preceding sentence, "Availability Date" means the day after the end of the fourth fiscal quarter following the fiscal quarter that includes such Effective Time on which the Company is required to file its Form 10-Q for such fiscal quarter except that, if such fourth fiscal quarter is the last quarter of the Company's fiscal year, "Availability Date" means the day after the end of such fourth fiscal quarter on which the Company is required to file its Form 10-K.

(e) *Furnishing of Prospectuses*. The Company will furnish to the Representatives copies of each Registration Statement, including all exhibits, each related Statutory Prospectus, and, so long as a prospectus relating to the Offered Securities is (or but for the exemption in Rule 172 would be) required to be delivered under the Act, the Final Prospectus and all amendments and supplements to such documents, in each case in such quantities as the Representatives request. The Final Prospectus shall be so furnished on or prior to 3:00 P.M., Eastern time, on the business

day following the execution and delivery of this Agreement. All other such documents shall be so furnished as soon as available. The Company will pay the expenses of printing and distributing to the Underwriters all such documents.

(f) *Blue Sky Qualifications*. The Company will arrange for the qualification of the Offered Securities for sale under the laws of such jurisdictions as the Representatives designate and will continue such qualifications in effect so long as required for the distribution of the Offered Securities; provided, however, that the Company shall not be required to qualify or register as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified, to take any action that would subject it to general service of process in any jurisdiction in which it is not otherwise subject or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise subject.

(g) *Reporting Requirements*. During the period of three years hereafter, the Company will furnish to the Representatives and, upon request, to each of the other Underwriters, as soon as practicable after the end of each fiscal year, a copy of its annual report to stockholders for such year; and the Company will furnish to the Representatives (i) as soon as available, a copy of each report and any definitive proxy statement of the Company filed with the Commission under the Exchange Act or mailed to stockholders and (ii) from time to time, such other information concerning the Company as the Representatives may reasonably request. However, so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act and is timely filing reports with the Commission on its Electronic Data Gathering, Analysis and Retrieval system or any successor system ("**EDGAR**"), it is not required to furnish such reports or statements to the Underwriters.

(h) *Payment of Expenses*. The Company and each Selling Stockholder agree with the several Underwriters that the Company will pay all expenses incident to the performance of the obligations of the Company and, except as set forth in the final sentence of this Section 5(h), the Selling Stockholders under this Agreement, including but not limited to (i) costs and expenses related to the review by FINRA of the Offered Securities (including filing fees and the fees and expenses of counsel for the Underwriters relating to such review up to a maximum aggregate amount of $35,000), (ii) costs and expenses of the Company relating to investor presentations or any "road show" in connection with the offering and sale of the Offered Securities including, without limitation, any travel expenses of the Company's officers and employees and any other expenses of the Company, provided that the cost of any aircraft chartered in connection with the "road show" shall be shared equally between the Company and the Underwriters, (ii) fees and expenses incident to listing the Offered Securities on the NASDAQ Stock Market and other national and foreign exchanges, as applicable, (iv) fees and expenses in connection with the registration of the Offered Securities under the Exchange Act, (v) all filing fees, attorneys' fees and expenses incurred by the Company or the Underwriters in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Offered Securities for offer and sale under the state securities or blue sky laws or the provincial securities laws of Canada, and, if requested by the Representatives, preparing and printing a "Blue Sky Survey" or memorandum and a "Canadian wrapper" and any supplements thereto, advising the Underwriters of such qualifications, registrations and exemptions (including reasonable fees and disbursements of counsel to the Underwriters relating to such qualification up to a maximum aggregate amount of $10,000), (vi) the reasonable fees and disbursements of one counsel for the Selling Stockholders (the "**Company Selling Stockholder Counsel Expenses**") and (vii) expenses incurred in distributing preliminary prospectuses and the Final Prospectus (including any amendments and supplements thereto) to the Underwriters and for expenses incurred for preparing, printing and distributing any Issuer Free Writing Prospectuses to investors

or prospective investors. Notwithstanding the foregoing, it is understood that, except as provided in this Agreement, the Underwriters shall pay all of their own costs and expenses, including fees and disbursements of their counsel, and all travel, lodging and other expenses of the Underwriters or any of their employees incurred by them in connection with any "road show." Each Selling Stockholder, severally, agrees with the Company and the several Underwriters that such Selling Stockholder shall pay all underwriting discounts and commissions and all transfer taxes on the sale by the Selling Stockholders of the Offered Securities to the Underwriters and the fees and disbursements of any counsel to such Selling Stockholder (other than the Company Selling Stockholder Counsel Expenses).

(i) *Use of Proceeds*. The Company will use the net proceeds received by it in connection with this offering in the manner described in the "Use of Proceeds" section of the General Disclosure Package and the Company does not intend to use any of the proceeds from the sale of the Offered Securities hereunder to repay any outstanding debt owed to any affiliate of any Underwriter.

(j) *Absence of Manipulation*. The Company and the Selling Stockholders will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of the Offered Securities.

(k) *Restriction on Sale of Securities by Company*. For the period specified below (the "**Lock-Up Period**"), the Company will not, directly or indirectly, take any of the following actions with respect to its Securities or any securities convertible into or exchangeable or exercisable for any of its Securities ("**Lock-Up Securities**"): (i) offer, sell, issue, contract to sell, pledge or otherwise dispose of Lock-Up Securities, (ii) offer, sell, issue, contract to sell, contract to purchase or grant any option, right or warrant to purchase Lock-Up Securities, (iii) enter into any swap, hedge or any other agreement that transfers, in whole or in part, the economic consequences of ownership of Lock-Up Securities, (iv) establish or increase a put equivalent position or liquidate or decrease a call equivalent position in Lock-Up Securities within the meaning of Section 16 of the Exchange Act or (v) file with the Commission a registration statement under the Act relating to Lock-Up Securities, or publicly disclose the intention to take any such action, without the prior written consent of the Representatives, except for (A) the Offered Securities pursuant to this Agreement, (B) issuances of Lock-Up Securities pursuant to the conversion or exchange of convertible or exchangeable securities or the exercise of warrants or options, in each case outstanding on the date hereof and described in the General Disclosure Package and the Final Prospectus, (C) grants of employee stock options, stock awards, restricted stock or other equity awards, pursuant to the terms of a plan in effect on the date hereof and described in the General Disclosure Package and the Final Prospectus, (D) the issuance of Lockup Securities upon the exercise or vesting of such awards and issuances of options pursuant to the Company's deferred compensation plan disclosed and described in the General Disclosure Package and the Final Prospectus, provided that any Lock-Up Securities received on such exercise or vesting is not transferrable during the Lock-Up Period, (E) the entry into an agreement providing for the issuance by the Company of Lock-Up Securities in connection with (x) the acquisition by the Company or any of its subsidiaries of the securities, business, technology, property or other assets of another person or entity or pursuant to an employee benefit plan assumed by the Company in connection with such acquisition, and the issuance of any Lock-Up Securities pursuant to any such agreement or (y) the Company's joint ventures, commercial relationships and other strategic transactions, provided that the aggregate number of Lock-Up Securities that the Company may sell or issue or agree to sell or issue pursuant to this clause (E) shall not exceed 10% of the total number of Securities outstanding immediately following the

completion of the transactions contemplated by this Agreement and all recipients of any such Lock-Up Securities shall enter into the Lock-Up letter referred to in Section 7(i), or (F) the filing of any registration statement on Form S-8 relating to securities granted or to be granted pursuant to any plan in effect on the date hereof and described in the General Disclosure Package. The Lock-Up Period will commence on the date hereof and continue for 180 days after the date hereof or until such earlier date that the Representatives consent to in writing.

(l) *Agreement to announce lock-up waiver*. If the Representatives, in their sole discretion, agree to release or waive the restrictions set forth in a lock-up letter described in Section 7(i) hereof for an officer or director of the Company and provide the Company with notice of the impending release or waiver at least three business days before the effective date of the release or waiver, the Company agrees to announce the impending release or waiver by a press release substantially in the form of Exhibit A hereto through a major news service at least two business days before the effective date of the release or waiver.

(m) *Emerging Growth Company*. The Company will promptly notify the Representatives if the Company ceases to be an Emerging Growth Company at any time prior to the later of (a) completion of the distribution of the Offered Securities within the meaning of the Act and (b) completion of the 180-day restricted period referred to in Section 5(k) hereof.

6. *Free Writing Prospectuses*. The Company represents and agrees that, unless it obtains the prior consent of the Representatives, and each Selling Stockholder and Underwriter represents and agrees that, unless it obtains the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Offered Securities that would constitute an Issuer Free Writing Prospectus, or that would otherwise constitute a "free writing prospectus," as defined in Rule 405, required to be filed with the Commission. Any such free writing prospectus consented to by the Company and the Representatives is hereinafter referred to as a "**Permitted Free Writing Prospectus**." The Company represents that it has treated and agrees that it will treat each Permitted Free Writing Prospectus as an "issuer free writing prospectus," as defined in Rule 433, and has complied and will comply with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including timely Commission filing where required, legending and record keeping. The Company represents that is has satisfied and agrees that it will satisfy the conditions in Rule 433 to avoid a requirement to file with the Commission any electronic road show.

7. *Conditions of the Obligations of the Underwriters*. The obligations of the several Underwriters to purchase and pay for the Firm Securities on the First Closing Date and the Optional Securities to be purchased on each Optional Closing Date will be subject to the accuracy of the representations and warranties of the Company and the Selling Stockholders herein (as though made on such Closing Date), to the accuracy of the statements of Company officers made pursuant to the provisions hereof, to the performance by the Company and the Selling Stockholders of their obligations hereunder and to the following additional conditions precedent:

(a) *Accountants' Comfort Letter*. The Representatives shall have received letters, dated, respectively, the date hereof and each Closing Date, of KPMG LLP confirming that they are a registered public accounting firm and independent public accountants within the meaning of the Securities Laws and in form and substance reasonably satisfactory to the Representatives (provided that, in any letter dated a Closing Date, the specified date referred to in such letter shall be a date no more than three days prior to such Closing Date).

(b) *Effectiveness of Registration Statement*. If the Effective Time of the Additional Registration Statement (if any) is not prior to the execution and delivery of this Agreement, such Effective Time shall have occurred not later than 10:00 P.M., Eastern time, on the date of this Agreement or, if earlier, the time the Final Prospectus is finalized and distributed to any Underwriter, or shall have occurred at such later time as shall have been consented to by the Representatives. The Final Prospectus shall have been filed with the Commission in accordance with the Rules and Regulations and Section 5(a) hereof. Prior to such Closing Date, no stop order suspending the effectiveness of a Registration Statement shall have been issued and no proceedings for that purpose shall have been instituted or, to the knowledge of any Selling Stockholder, the Company or the Representatives, shall be contemplated by the Commission.

(c) *No Material Adverse Change*. Subsequent to the execution and delivery of this Agreement, there shall not have occurred (i) any change, or any development or event involving a prospective change, in the condition (financial or otherwise), results of operations, business, properties or prospects of the Company and its subsidiaries taken as a whole which, in the judgment of the Representatives, is material and adverse and makes it impractical or inadvisable to market the Offered Securities, (ii) any downgrading in the rating of any debt securities or preferred stock of the Company by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g)), or any public announcement that any such organization has under surveillance or review its rating of any debt securities or preferred stock of the Company (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating) or any announcement that the Company has been placed on negative outlook, (iii) any change in U.S. or international financial, political or economic conditions or currency exchange rates or exchange controls the effect of which is such as to make it, in the judgment of the Representatives, impractical to market or to enforce contracts for the sale of the Offered Securities, whether in the primary market or in respect of dealings in the secondary market, (iv) any suspension or material limitation of trading in securities generally on the New York Stock Exchange or NASDAQ Stock Market, or any setting of minimum or maximum prices for trading on such exchange, (v) or any suspension of trading of any securities of the Company on any exchange or in the over-the-counter market, (vi) any banking moratorium declared by any U.S. federal or New York authorities, (vii) any major disruption of settlements of securities, payment or clearance services in the United States or any other country where such securities are listed or (viii) any attack on, outbreak or escalation of hostilities or act of terrorism involving the United States, any declaration of war by Congress or any other national or international calamity or emergency if, in the judgment of the Representatives, the effect of any such attack, outbreak, escalation, act, declaration, calamity or emergency is such as to make it impractical or inadvisable to market the Offered Securities or to enforce contracts for the sale of the Offered Securities.

(d) *Opinion of Counsel for the Company*. The Representatives shall have received an opinion, dated such Closing Date, of Cooley LLP, counsel for the Company, in form and substance reasonably satisfactory to the Representatives.

(e) *Opinion of China Counsel for the Company*. The Representatives shall have received an opinion, dated such Closing Date, of Jun He Law offices, China counsel for the Company, in form and substance reasonably satisfactory to the Representatives

(f) *Opinion of Counsel for Selling Stockholders*. The Representatives shall have received an opinion, dated such Closing Date, of Whalen LLP, counsel for the Selling Stockholders, in form and substance reasonably satisfactory to the Representatives.

(g) *Opinion of Counsel for Underwriters*. The Representatives shall have received from Goodwin Procter LLP, counsel for the Underwriters, such opinion or opinions, dated such Closing Date, with respect to such matters as the Representatives may require, and the Selling Stockholders and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(h) *Officer's Certificate*. The Representatives shall have received a certificate, dated such Closing Date, of an executive officer of the Company and a principal financial or accounting officer of the Company, in each case on behalf of the Company and not in their individual capacity, in which such officers shall state that: the representations and warranties of the Company in this Agreement are true and correct; the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to such Closing Date; no stop order suspending the effectiveness of any Registration Statement has been issued and no proceedings for that purpose have been instituted or, to the best of their knowledge and after reasonable investigation, are contemplated by the Commission; the Additional Registration Statement (if any) satisfying the requirements of subparagraphs (1) and (3) of Rule 462(b) was timely filed pursuant to Rule 462(b), including payment of the applicable filing fee in accordance with Rule 111(a) or (b) of Regulation S-T of the Commission; and, subsequent to the respective dates of the most recent financial statements in the General Disclosure Package, there has been no material adverse change, nor any development or event involving a prospective material adverse change, in the condition (financial or otherwise), results of operations, business, properties or prospects of the Company and its subsidiaries taken as a whole except as set forth in the General Disclosure Package or as described in such certificate.

(i) *Lock-Up Agreements*. On or prior to the date hereof, the Representatives shall have received lockup letters from each of the executive officers and directors of the Company and the agreed upon stockholders of the Company as set forth on Schedule F hereto.

(j) *Form 1099*. The Custodian will to deliver to the Representatives a letter stating that they will deliver to each Selling Stockholder a United States Treasury Department Form 1099 (or other applicable form or statement specified by the United States Treasury Department regulations in lieu thereof) on or before January 31 of the year following the date of this Agreement.

(k) *W-9*. To avoid a 28% backup withholding tax, each Selling Stockholder will deliver to the Representatives a properly completed and executed United States Treasury Department Form W-9 (or other applicable form or statement specified by Treasury Department regulations in lieu thereof).

The Selling Stockholders and the Company will furnish the Representatives with any additional opinions, certificates, letters and documents as the Representatives reasonably request and conformed copies of documents delivered pursuant to this Section 7. The Representatives may in their sole discretion waive on behalf of the Underwriters compliance with any conditions to the obligations of the Underwriters hereunder, whether in respect of an Optional Closing Date or otherwise.

8. Indemnification and Contribution.

(a) *Indemnification of Underwriters by Company*. The Company will indemnify and hold harmless each Underwriter, its partners, members, directors, officers, employees, agents, affiliates and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each an "**Indemnified Party**"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject, under the Act, the Exchange Act, other Federal or state statutory law or regulation or

otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any part of any Registration Statement at any time, any Testing-the-Waters Writing at any time, any Statutory Prospectus as of any time, the Final Prospectus or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Indemnified Party for any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending against any loss, claim, damage, liability, action, litigation, investigation or proceeding whatsoever (whether or not such Indemnified Party is a party thereto), whether threatened or commenced, and in connection with the enforcement of this provision with respect to any of the above as such expenses are incurred; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement in or omission or alleged omission from any of such documents in reliance upon and in conformity with the Underwriter Information or the Selling Stockholder Information.

(b) *Indemnification of Underwriters by Selling Stockholders*. Each Selling Stockholder, severally and not jointly, will indemnify and hold harmless each Indemnified Party, against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject, under the Act, the Exchange Act, other Federal or state statutory law or regulation or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any part of any Registration Statement at any time, any Statutory Prospectus as of any time, the Final Prospectus or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Indemnified Party for any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending against any loss, claim, damage, liability, action, litigation, investigation or proceeding whatsoever (whether or not such Indemnified Party is a party thereto), whether threatened or commenced, and in connection with the enforcement of this provision with respect to the above as such expenses are incurred; provided, however, that each Selling Stockholder shall be subject to such liability only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance on and in conformity with the Selling Stockholder Information provided by such Selling Stockholder and provided, further, that the liability under this subsection of each Selling Stockholder shall be limited to an amount equal to the aggregate gross proceeds after deducting underwriting commissions and discounts, but before expenses, to such Selling Stockholder from the sale of Securities sold by such Selling Stockholder hereunder (the "**Selling Stockholder Net Proceeds**").

(c) *Indemnification of Company and Selling Stockholders*. Each Underwriter will severally and not jointly indemnify and hold harmless the Company, each of its directors and each of its officers who signs a Registration Statement and each person, if any, who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, and each Selling Stockholder (each, an "**Underwriter Indemnified Party**") against any losses, claims, damages or liabilities to which such Underwriter Indemnified Party may become subject, under the Act, the Exchange Act, other Federal or state statutory law or regulation or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any part of any Registration Statement at any time, any Testing-the-Waters writing at any time, any Statutory Prospectus as of any time, the Final Prospectus or any Issuer Free Writing Prospectus or arise out

of or are based upon the omission or the alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with Underwriter Information, and will reimburse any legal or other expenses reasonably incurred by such Underwriter Indemnified Party in connection with investigating or defending against any such loss, claim, damage, liability, action, litigation, investigation or proceeding whatsoever (whether or not such Underwriter Indemnified Party is a party thereto), whether threatened or commenced, based upon any such untrue statement or omission, or any such alleged untrue statement or omission as such expenses are incurred, it being understood and agreed that the Underwriter Information consists of the following information in the General Disclosure Package and the Final Prospectus: the concession figures appearing in the paragraph(s) under the caption "Underwriting," and the information contained in paragraph(s) four, seven, thirteen and sixteen under the caption "Underwriting."

(d) *Actions against Parties; Notification*. Promptly after receipt by an indemnified party under this Section of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under subsection (a), (b) or (c) above, notify the indemnifying party of the commencement thereof; but the failure to notify the indemnifying party shall not relieve it from any liability that it may have under subsection (a), (b) or (c) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under subsection (a), (b) or (c) above. In case any such action is brought against any indemnified party and it notifies an indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section, as the case may be, for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement (i) includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an indemnified party.

(e) *Contribution*. If the indemnification provided for in this Section is unavailable or insufficient to hold harmless an indemnified party under subsection (a), (b) or (c) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a), (b) or (c) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Selling Stockholders on the one hand and the Underwriters on the other from the offering of the Offered Securities or (ii) if the allocation provided by clause (i) above is not

permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the Selling Stockholders on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Company and the Selling Stockholders on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (after underwriting discounts and commissions but before deducting expenses) received by the Company and the Selling Stockholders bear to the total underwriting discounts and commissions received by the Underwriters in each case, as set forth on the cover page of the Final Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, the Selling Stockholders or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (e) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (e). Notwithstanding the provisions of this subsection (e), (i) no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Offered Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission and (ii) no Selling Stockholder shall be required to contribute any amount in excess of the Selling Stockholder Net Proceeds received by such Selling Stockholder hereunder less any amounts such Selling Stockholder is liable for under subsection (b) above. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (e) to contribute are several in proportion to their respective underwriting obligations and not joint. The Selling Stockholders' obligations in this subsection (e) to contribute are several in proportion to the Selling Stockholder Net Proceeds received by each Selling Stockholder and not joint. The Company, the Selling Stockholders and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 8(e) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 8(e).

9. *Default of Underwriters*. If any Underwriter or Underwriters default in their obligations to purchase Offered Securities hereunder on either the First or any Optional Closing Date and the aggregate number of shares of Offered Securities that such defaulting Underwriter or Underwriters agreed but failed to purchase does not exceed 10% of the total number of shares of Offered Securities that the Underwriters are obligated to purchase on such Closing Date, the Representatives may make arrangements satisfactory to the Company and the Selling Stockholders for the purchase of such Offered Securities by other persons, including any of the Underwriters, but if no such arrangements are made by such Closing Date, the non-defaulting Underwriters shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Offered Securities that such defaulting Underwriters agreed but failed to purchase on such Closing Date. If any Underwriter or Underwriters so default and the aggregate number of shares of Offered Securities with respect to which such default or defaults occur exceeds 10% of the total number of shares of Offered Securities that the Underwriters are obligated to purchase on such Closing Date and arrangements satisfactory to the Representatives, the Company and the Selling Stockholders for the purchase of such Offered Securities by other persons are not made within 36 hours

after such default, this Agreement will terminate without liability on the part of any non-defaulting Underwriter, the Company or the Selling Stockholders, except as provided in Section 10 (provided that if such default occurs with respect to Optional Securities after the First Closing Date, this Agreement will not terminate as to the Firm Securities or any Optional Securities purchased prior to such termination). As used in this Agreement, the term "Underwriter" includes any person substituted for an Underwriter under this Section. Nothing herein will relieve a defaulting Underwriter from liability for its default.

10. *Survival of Certain Representations and Obligations*. The respective indemnities, agreements, representations, warranties and other statements of the Selling Stockholders, of the Company or its officers and of the several Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Underwriter, any Selling Stockholder, the Company or any of their respective representatives, officers or directors or any controlling person, and will survive delivery of and payment for the Offered Securities. If the purchase of the Offered Securities by the Underwriters is not consummated for any reason other than solely because of the termination of this Agreement pursuant to Section 7(c)(iii), (iv), (vi), (vii) or (viii) or Section 9 hereof, the Company will reimburse the Underwriters for all out-of-pocket expenses (including reasonable fees and disbursements of counsel) reasonably incurred by them in connection with the offering of the Offered Securities, and the respective obligations of the Company, the Selling Stockholders and the Underwriters pursuant to Section 8 hereof shall remain in effect. In addition, if any Offered Securities have been purchased hereunder, the representations and warranties in Section 2 and all obligations under Section 5 shall also remain in effect.

11. *Notices*. All communications hereunder will be in writing and, if sent to the Underwriters, will be mailed, delivered or telegraphed and confirmed to the Representatives at Credit Suisse Securities (USA) LLC, Eleven Madison Avenue, New York, N.Y. 10010-3629, Attention: LCD-IBD, Merrill Lynch, Pierce, Fenner & Smith Incorporated, One Bryant Park, New York, NY 10036, Fax: (646) 855-3073 Attention: Syndicate Department, with a copy to Fax: (212) 230-8730 Attention: ECM Legal, or, if sent to the Company, will be mailed, delivered or telegraphed and confirmed to it at Everbridge, Inc., 25 Corporate Drive, 4th Floor, Burlington, MA 01803, Attention: General Counsel, or, if sent to the Selling Stockholders or any of them, will be mailed, delivered or telegraphed and confirmed to an Attorney-in-Fact, c/o Everbridge, Inc. 25 Corporate Drive, 4th Floor, Burlington, MA 01803, Attention: General Counsel; provided, however, that any notice to an Underwriter pursuant to Section 8 will be mailed, delivered or telegraphed and confirmed to such Underwriter.

12. *Successors*. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective personal representatives and successors and the officers and directors and controlling persons referred to in Section 8, and no other person will have any right or obligation hereunder.

13. *Representation*. The Representatives will act for the several Underwriters in connection with the transactions contemplated by this Agreement, and any action under this Agreement taken by the Representatives will be binding upon all the Underwriters. Any attorney-in-fact named in the Power of Attorney may act for the Selling Stockholders in connection with such transactions, and any action under or in respect of this Agreement taken by any such attorney-in-fact will be binding upon all the Selling Stockholders.

14. *Counterparts*. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

15. *Absence of Fiduciary Relationship*. The Company and the Selling Stockholders acknowledge and agree that:

(a) *No Other Relationship*. The Representatives have been retained solely to act as underwriters in connection with the sale of the Offered Securities and that no fiduciary, advisory or agency relationship between the Company or the Selling Stockholders, on the one hand, and the Representatives, on the other, has been created in respect of any of the transactions contemplated by this Agreement or the Final Prospectus, irrespective of whether the Representatives have advised or are advising the Company or the Selling Stockholders on other matters;

(b) *Arms' Length Negotiations*. The price of the Offered Securities set forth in this Agreement was established by Company and the Selling Stockholders following discussions and arms-length negotiations with the Representatives and the Company and the Selling Stockholders are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this Agreement;

(c) *Absence of Obligation to Disclose*. The Company and the Selling Stockholders have been advised that the Representatives and their affiliates are engaged in a broad range of transactions which may involve interests that differ from those of the Company or the Selling Stockholders and that the Representatives have no obligation to disclose such interests and transactions to the Company or the Selling Stockholders by virtue of any fiduciary, advisory or agency relationship; and

(d) *Waiver*. The Company and the Selling Stockholders waive, to the fullest extent permitted by law, any claims they may have against the Representatives for breach of fiduciary duty or alleged breach of fiduciary duty and agree that the Representatives shall have no liability (whether direct or indirect) to the Company or the Selling Stockholders in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company, including stockholders, employees or creditors of the Company.

16. *Waiver of Jury Trial.* The Company, each Selling Stockholder and the Underwriters hereby irrevocably waive, to the fullest extent permissible by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

17. *Applicable Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

The Company and each Selling Stockholder hereby submits to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company and each Selling Stockholder irrevocably and unconditionally waives any objection to the laying of venue of any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in the City of New York and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum.

[Remainder of Page Intentionally Left Blank]

If the foregoing is in accordance with the Representatives' understanding of our agreement, kindly sign and return to the Company one of the counterparts hereof, whereupon it will become a binding agreement among the Selling Stockholders, the Company and the several Underwriters in accordance with its terms.

Very truly yours,

_____

[Insert name or names of Selling Stockholders]

_____

Everbridge, Inc.

By _____

The foregoing Underwriting Agreement is hereby confirmed and accepted as of the date first above written.

Acting on behalf of themselves and as the Representatives of the several Underwriters.

Credit Suisse Securities (USA) LLC

By: _____
Name:
Title:

Merrill Lynch, Pierce, Fenner & Smith Incorporated

By: _____
Name:
Title:

SCHEDULE A

Underwriter	Number of Firm Securities to be Purchased
Credit Suisse Securities (USA) LLC	
Merrill Lynch, Pierce, Fenner & Smith Incorporated	
Canaccord Genuity Inc.	
Pacific Crest Securities, a division of KeyBanc Capital Markets Inc.	
Raymond James & Associates, Inc.	
Stifel, Nicolaus & Company, Incorporated	
William Blair & Company, L.L.C.	
Total	

SCHEDULE B

Selling Stockholder	Number of Firm Securities to be Sold	Number of Optional Securities to be Sold
Total		

SCHEDULE C

1. General Use Free Writing Prospectuses (included in the General Disclosure Package)

"General Use Issuer Free Writing Prospectus" includes each of the following documents:

1. ●

2. Other Information Included in the General Disclosure Package

The following information is also included in the General Disclosure Package:

1. The initial price to the public of the Offered Securities.

[2. Number of Firm Securities: ●]

[3. Number of Optional Securities: ●]

SCHEDULE D

List of Subsidiaries

SCHEDULE E

Written Testing-the-Waters Communications

SCHEDULE F

List of Lock-Up Parties

Exhibit A

Form of Press Release

Everbridge, Inc.
[Date]

Everbridge, Inc. (the "Company") announced today that Credit Suisse Securities (USA) LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, the lead book-running managers in the Company's recent public sale of ● shares of common stock, are [waiving] [releasing] a lock-up restriction with respect to [ ] shares of the Company's common stock held by [certain officers or directors] [an officer or director] of the Company. The [waiver] [release] will take effect on [ ] and the shares may be sold on or after such date.

This press release is not an offer for sale of the securities in the United States or in any other jurisdiction where such offer is prohibited, and such securities may not be offered or sold in the United States absent registration or an exemption from registration under the United States Securities Act of 1933, as amended.

FOURTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF EVERBRIDGE, INC.

Everbridge, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The Corporation was originally incorporated under the name 3n Global, Inc. The name of the corporation is Everbridge, Inc.

2. The date of filing of its original Certificate of Incorporation with the Secretary of State of the State of Delaware was January 22, 2008.

3. This Fourth Amended and Restated Certificate of Incorporation restates and integrates and further amends the Third Amended and Restated Certificate of Incorporation of the corporation as herein set forth in full.

ARTICLE I

The name of the corporation (hereinafter, the "Corporation") is Everbridge, Inc.

ARTICLE II

The address of the registered office of this Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, and the name of the registered agent of this Corporation in the State of Delaware at such address is Corporation Service Company.

ARTICLE III

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV

The Corporation is authorized to issue three classes of stock to be designated "Common Stock," "Class A Common" and "Preferred Stock." The total number of shares of Common Stock that the Corporation is authorized to issue is 100,000,000 shares, $0.001 par value per share (the "Common Stock"). The total number of shares of Class A Common that the Corporation is authorized to issue is 1,164,497 shares, $0.001 par value per share (the "Class A Common"). The total number of shares of Preferred Stock that the Corporation is authorized to issue is 9,000,000 shares, $0.001 par value per share, (i) 3,129,086 of which shares of Preferred Stock are designated "Series A Preferred Stock" (the "Series A Preferred"), and (ii) 5,870,914 of which are designated as "Series A-l Preferred Stock" (the "Series A-1 Preferred" and, together with the Series A Preferred, sometimes hereinafter the "Preferred Stock").

Effective upon the filing of this Fourth Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware:

Each five-and-three-quarters (5.75) shares of Common Stock, par value of one-tenth of one cent ($0.001) per share, issued and outstanding shall, automatically and without any action on the part of the respective holders thereof and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent, be combined and converted into one (1) share of Common Stock, par value of one-tenth of one cent ($0.001) per share, of the Company. For any remaining fraction of a share, the Company shall, in lieu of issuing a fractional share, pay cash to such holder equal to the product of such fraction multiplied by the fair market value of one share of Common Stock (after giving effect to the foregoing reverse stock split) as determined by the Corporation's Board of Directors.

Each five-and-three-quarters (5.75) shares of Class A Common, par value of one-tenth of one cent ($0.001) per share, issued and outstanding shall, automatically and without any action on the part of the respective holders thereof and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent, be combined and converted into one (1) share of Class A Common, par value of one-tenth of one cent ($0.001) per share, of the Company. For any remaining fraction of a share, the Company shall, in lieu of issuing a fractional share, pay cash to such holder equal to the product of such fraction multiplied by the fair market value of one share of Class A Common (after giving effect to the foregoing reverse stock split) as determined by the Board of Directors.

Each five-and-three-quarters (5.75) shares of Series A Preferred, par value of one-tenth of one cent ($0.001) per share, issued and outstanding shall, automatically and without any action on the part of the respective holders thereof and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent, be combined and converted into one (1) share of Series A Preferred, par value of one-tenth of one cent ($0.001) per share, of the Company. For any remaining fraction of a share, the Company shall, in lieu of issuing a fractional share, pay cash to such holder equal to the product of such fraction multiplied by the fair market value of one share of Series A Preferred (after giving effect to the foregoing reverse stock split) as determined by the Board of Directors.

Each five-and-three-quarters (5.75) shares of Series A-1 Preferred, par value of one-tenth of one cent ($0.001) per share, issued and outstanding shall, automatically and without any action on the part of the respective holders thereof and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent, be combined and converted into one (1) share of Series A-1 Preferred, par value of one-tenth of one cent ($0.001) per share, of the Company. For any remaining fraction of a share, the Company shall, in lieu of issuing a fractional share, pay cash to such holder equal to the product of such fraction multiplied by the fair market value of one share of Series A-1 Preferred (after giving effect to the foregoing reverse stock split) as determined by the Board of Directors.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock and the holders of Class A Common as set forth herein.

2. Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings). The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of this Fourth Amended and Restated Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware.

B. CLASS A COMMON

1. Voting. The shares of Class A Common shall be non-voting except as may otherwise be required by applicable law.

2. Dividends. The holders of Class A Common shall have the dividend rights described in Section C.I below.

3. Rights on Liquidation. The holders of Class A Common shall have the liquidation rights described in Section C.2 below.

4. Conversion. Shares of Class A Common shall not be convertible at the option of the holder thereof; provided, however, that each share of Class A Common shall automatically be converted into one fully-paid and non-assessable share of Common Stock immediately prior to the occurrence of an Automatic Conversion Event (as defined in Section C.5(b) hereof).

5. Adjustments.

(a) **Subdivisions, Combinations, or Consolidations of Common Stock**. In the event the outstanding shares of Common Stock shall be subdivided, combined or consolidated, by stock split, stock dividend, combination or like event, into a greater or lesser number of shares of Common Stock after the filing date of this Fourth Amended and Restated Certificate of Incorporation (the "Filing Date"), the outstanding shares of Class A Common shall be proportionately subdivided, combined or consolidated.

(b) **Adjustments for Other Dividends and Distributions**. In the event the Corporation at any time or from time to time after the Filing Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section C.1 or C.2 do not apply to such dividend or distribution, then and in each such event the holders of Class A Common shall receive, simultaneously with the distribution to the holders of Common Stock, the same per share dividend or other distribution of such securities or other property as is made on a share of Common Stock.

(c) **Adjustment for Common Stock Dividends and Distributions**. If, after the Filing Date, the Corporation at any time or from time to time makes or declares a dividend or other distribution to the holders of Common Stock payable in additional shares of Common Stock, in each such event the Corporation shall simultaneously make or declare a dividend or other distribution to the holders of shares of Class A Common payable in additional shares of Class A Common and in a per share amount equal to the number of shares of Common Stock paid or distributed on each outstanding share of Common Stock.

(d) **Reclassifications and Reorganizations**. Subject to the provisions of Section C.2, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock is converted into or exchanged for securities, cash or other property (other than a transaction covered by Section B.5(a)-(c)), then, each share of outstanding Class A Common shall be converted or exchanged for securities, cash or other property in such transaction in the same manner as the Common Stock.

C. PREFERRED STOCK

The relative rights, preferences, privileges and restrictions granted to or imposed upon the Preferred Stock are as follows:

1. Dividends.

(a) **Series A Preferred and Series A-1 Preferred**. The holders of Preferred Stock shall be entitled to receive, out of funds legally available therefor, cumulative dividends at an annual rate equal to (i) eight percent (8%) of the Original Series A Price (as defined in Section C.5(a)(i)) per share per annum for each outstanding share of Series A Preferred held by them from and after the date of issuance of such shares, as adjusted for any consolidations, combinations, stock distributions, stock dividends, stock splits or similar events with respect to the Series A Preferred after the Filing Date (a "Series A Recapitalization Event"), and (ii) eight percent (8%) of the Original Series A-1 Price (as defined in Section C.5(a)(ii)) per share per annum for each outstanding share of Series A-1 Preferred held by them from and after the date of issuance of such shares, as adjusted for any consolidations, combinations, stock distributions, stock dividends, stock splits or similar events with respect to the Series A-1 Preferred after the Filing Date (a "Series A-1 Recapitalization Event" and, together with a Series A Recapitalization Event, the "Recapitalization Event"). The annual dividends payable pursuant to clauses (i) and (ii) of this Section C.1(a) are hereinafter individually and collectively referred to as the "Accruing Dividends"). Such Accruing Dividends shall accrue from day to day and shall be payable when and if declared by the Corporation's Board of Directors, in preference and priority to the payment of dividends on any shares of Common Stock (other than those dividends on shares of Common Stock payable solely in Common Stock), and shall be payable whether or not declared at the times specified in this Fourth Amended and Restated Certificate of Incorporation. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation unless (in addition to the obtaining of any

consents required elsewhere in this Certificate of Incorporation) the holders of the Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Preferred Stock in an amount at least equal to the greater of (x) the amount of the aggregate Accruing Dividends then accrued on such share of Preferred Stock and not previously paid, or (y) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Preferred Stock as would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of a share of Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Preferred Stock determined by (1) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment for a Recapitalization Event with respect to such class or series) and (2) multiplying such fraction by an amount equal to the Original Series A Issue Price and/or Original Series A-1 Issue Price (each as defined below), as the case may be, as adjusted for any Recapitalization Event; provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Preferred Stock pursuant to this Section C.1 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Preferred Stock dividend. The dividends payable to the holders of the Preferred shall be cumulative, and shall accrue to the holders of Preferred Stock, whether or not the earnings of the Corporation in that previous fiscal year were sufficient to pay such dividends in whole or in part and regardless of whether declared.

(b) **Class A Common**. After payment of dividends to the holders of Preferred Stock as set forth above, dividends may be declared and distributed among all holders of Class A Common. The Corporation shall not declare, pay or set aside any dividends on shares of Common Stock unless (in addition to the obtaining of any consents required elsewhere in this Fourth Amended and Restated Certificate of Incorporation) the holders of Class A Common shall receive the same dividend per share as the holders of Common Stock.

(c) **Common Stock**. After payment of dividends to the holders of Preferred Stock and Class A Common as set forth above, dividends may be declared and distributed among all holders of Common Stock.

(d) **Dividends and Conversion of Preferred Stock**. In the event that the Corporation shall have declared but unpaid dividends outstanding immediately prior to, and in the event of, a conversion of Preferred Stock (as provided in Section C.5), or Class A Common (as provided in Section B.4), the Corporation shall pay in cash, to the holders of Preferred Stock and Class A Common subject to conversion, the full amount of any such dividends at the time of such conversion.

2. Liquidation Preference. Unless the holders of not less than a majority of the then-outstanding shares of Preferred Stock agree otherwise, in the event of (i) any liquidation, dissolution, or winding up of the Corporation, whether voluntary or not, (ii) the sale, lease, assignment, transfer, conveyance or disposal of all or substantially all of the assets of the

Corporation, (iii) the exclusive license of all or substantially all of the material intellectual property rights of the Corporation, or (iv) the acquisition of the Corporation by means of consolidation, corporate reorganization, merger or other transaction or series of related transactions in which stockholders of the Corporation immediately prior to such transaction(s) do not own at least a majority of the outstanding voting securities of the successor entity (in each case, other than in connection with a reincorporation of the Corporation into another jurisdiction) (each, a "Liquidation Event"), distributions to the Corporation's stockholders shall be made in the following manner:

(a) **Series A Preferred and Series A-1 Preferred**. The holders of Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any assets or property of the Corporation to the holders of Common Stock or Class A Common by reason of their ownership thereof, an amount equal to the greater of:

(i) With respect to the shares of Series A Preferred held by the holders thereof, (A) the Original Series A Price (as defined in Section C.5(a)(i) below) (as adjusted for any Recapitalization Event), for each share of Series A Preferred then held by such holder, plus an amount equal to any Accruing Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid on shares of Series A Preferred (the "Series A Liquidation Preference Amount"); or (B) such amount per share as would have been payable had all shares of Preferred Stock and Class A Common been converted into Common Stock pursuant to Sections C.5 and B.4, respectively, immediately prior to a Liquidation Event (the "Series A As-Converted Liquidation Amount"), and the holders of Series A Preferred shall thereafter not be entitled, pursuant to the terms hereof, to receive any further distributions or proceeds resulting from a Liquidation Event.

(ii) With respect to the shares of Series A-1 Preferred held by the holders thereof, (A) the Original Series A-1 Price (as defined in Section C.5(a)(ii) below) (as adjusted for any Recapitalization Event), for each share of Series A-1 Preferred then held by such holder, plus an amount equal to any Accruing Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid on shares of Series A-1 Preferred (the "Series A-1 Liquidation Preference Amount" and, together with the Series A Liquidation Preference Amount, sometimes hereinafter referred to as the "Preferred Stock Liquidation Preference Amount"); or (B) such amount per share as would have been payable had all shares of Preferred Stock and Class A Common been converted into Common Stock pursuant to Sections C.5 and B.4, respectively, immediately prior to a Liquidation Event (the "Series A-1 As-Converted Liquidation Amount" and, together with the Series A As-Converted Liquidation Amount, sometimes hereinafter referred to as the "Preferred Stock As-Converted Liquidation Amount"), and the holders of Series A-1 Preferred shall thereafter not be entitled, pursuant to the terms hereof, to receive any further distributions or proceeds resulting from a Liquidation Event.

If upon the occurrence of such events, the assets and funds available for distribution are insufficient to permit the payment to the holders of Preferred Stock of such full Preferred Stock Liquidation Preference Amount, then the entire assets and funds of the Corporation legally available for distribution to stockholders will be distributed among the holders of the Preferred Stock ratably, in proportion to the full preferential amounts which they would be entitled to receive, pursuant to clauses (i) and (ii) of this Section C.2(a).

(b) **Class A Common**

(i) **Preferred Stock Receives Preferred Stock Liquidation Preference Amount**. If the holders of Preferred Stock shall receive the Preferred Stock Liquidation Preference Amount pursuant to Section C.2(a)(i) and (ii) above, after such payment has been made to the holders of Preferred Stock, the holders of Class A Common shall be entitled to receive, prior to and in preference to any distribution of any assets or property of the Corporation to the holders of Common Stock by reason of their ownership thereof, an amount equal to $1.15 (as adjusted for any Recapitalization Event with respect to the Class A Common) for each share of Class A Common then held by such holder, plus any dividends declared but unpaid on shares of Class A Common. If the assets and funds available for distribution are insufficient to permit the payment to the holders of Class A Common of such full preferential amount, then the entire assets and funds of the Corporation legally available for distribution to stockholders after distribution to the holders of the Preferred Stock will be distributed among the holders of the Class A Common ratably in proportion to the full preferential amounts which they would be entitled to receive pursuant to the preceding sentence of this Section C.2(b).

(ii) **Preferred Stock Receives Preferred Stock As-Converted Liquidation Amount**. If the holders of Preferred Stock receive the Preferred Stock As-Converted Liquidation Amount pursuant to Section C.2(a)(i) and (ii) above, the holders of Class A Common shall be entitled to such amounts as are described in Section C.2(c)(ii) below.

(c) **Common Stock**.

(i) **Preferred Stock Receives Preferred Stock Liquidation Preference Amount**. If the holders of Preferred Stock receive the Preferred Stock Liquidation Preference Amount pursuant to Section C.2(a)(i) and (ii) above, after payment of such amount has been made to the holders of Preferred Stock, and payment has been made to the holders of Class A Common of the full amounts to which they are entitled pursuant to Section C.2(b)(i) above, then the remaining assets of the Corporation available for distribution to stockholders shall be distributed ratably among the holders of Common Stock based on the number of shares held by each such holder.

(ii) **Preferred Stock Receives Preferred Stock As-Converted Liquidation Amount**. If the holders of Preferred Stock receive the Preferred Stock As-Converted Liquidation Amount pursuant to Section C.2(a)(i) and (ii) above, after payment of such amount has been made to the holders of Preferred Stock, the remaining assets of the Corporation available for distribution to the stockholders shall be distributed ratably among the holders of Common Stock and Class A Common based on the number of shares held by each such holder.

(d) **Noncash Distributions**. The value of securities and property paid or distributed pursuant to this Section C.2 shall be computed at fair market value (the "Noncash Distribution Price") at the time of payment to the Corporation or at the time made available to stockholders, all as determined by the Board of Directors (which determination shall be agreed upon by at least one Preferred Stock Director) in the good faith exercise of their reasonable business judgment, provided, however, that (i) if such securities are listed on any established stock exchange or a national market system, their fair market value shall be the closing sales price for such securities as quoted on such system or exchange (or the largest such exchange) for the date the value is to be determined (or if there are no sales for such date, then for the last preceding business day on which there were sales), as reported in the Wall Street Journal or similar publication, and (ii) if such securities are regularly quoted by a recognized securities dealer but selling prices are not reported, their fair market value shall be the mean between the high bid and low asked prices for such securities on the date the value is to be determined (or if there are no quoted prices for such date, then for the last preceding business day on which there were quoted prices). In the event that the Board of Directors is unable to agree upon the determination of the Noncash Distribution Price, then the Preferred Stock Directors (as defined below), on the one hand, and the remaining members of the Board of Directors, on the other hand, shall each select an appraiser experienced in the business of evaluating or appraising the market value of stock. The two (2) appraisers so selected (the "Initial Appraisers") shall, within ten (10) business days, appraise the fair market value of the securities or other assets in question. If the difference between the resulting appraisals is not greater than ten percent (10%) of either appraisal, then the average of the appraisals shall be deemed the fair market value of the securities in question; otherwise, the Initial Appraisers shall select an additional appraiser (the "Additional Appraiser"), who shall be experienced in a manner similar to the Initial Appraisers. If they fail to select such Additional Appraiser as provided above, then the Board of Directors may apply to any judge of any court of general jurisdiction for the appointment of such Additional Appraiser. The Additional Appraiser shall then choose from the range of values determined by the Initial Appraisers the value within that range that the Additional Appraiser considers closest to the fair market value of the securities in question, and such value shall be the fair market value for purposes of this Section C.2(d). The Additional Appraiser shall forthwith give written notice of his determination to the Board of Directors. The foregoing methodology for determining fair market value shall be referred to herein as the "Valuation Methodology." The fees and expenses of the appraisal shall be paid by the Corporation.

3. Voting Rights.

(a) **General Rights**. The holder of each share of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which each share of Preferred Stock could be converted on the record date for the vote or written consent of stockholders and, except as otherwise required by law or as set forth herein, shall have voting rights and powers equal to the voting rights and powers of the Common Stock. The holder of each share of Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Corporation and shall vote with holders of the Common Stock at any annual or special meeting of stockholders of the Corporation, or by written consent, upon the election of directors and upon any other matter submitted to a vote of stockholders, except as otherwise provided herein or those matters required by law to be submitted to a class vote. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares of Common Stock into which shares of Preferred Stock held by each holder could be converted) shall be rounded down to the nearest whole number.

(b) **Election of Board of Directors**. Notwithstanding the provisions of Section C.3(a) above, (i) the holders of Common Stock, voting as a separate class, shall be entitled to elect two (2) members of the Board of Directors (each, a "Common Director") at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors; (ii) for so long as at least Nine Hundred Eighty Two Thousand Eight Hundred Sixty-Three (982,863) shares of Preferred Stock (as adjusted for any Recapitalization Event) remain outstanding, the holders of Preferred Stock, voting as a separate class on an as-converted-to-Common Stock basis, shall be entitled to elect two (2) members of the Board of Directors (each a "Preferred Stock Director") at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director; and (iii) the holders of Common Stock and Preferred Stock, voting together as a single class on an as-converted-to-Common Stock basis, shall be entitled to elect all remaining members of the Board of Directors (each, an "Independent Director") at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors. To the extent that there shall be less than Nine Hundred Eighty Two Thousand Eight Hundred Sixty-Three (982,863) shares of Preferred Stock outstanding (subject to adjustment for a Recapitalization Event), any member of the Board of Directors who would otherwise have been elected in accordance with the provisions of clause (ii) hereof shall instead be elected by holders of Common Stock and Preferred Stock, voting together as a single class on an as-if-converted to Common Stock basis. A vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Section C.3(b). At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director.

(c) **Removal of Directors**. Any director who shall have been elected solely by the holders of the Preferred Stock or Common Stock may be removed during such director's term of office, whether with or without cause, only by the affirmative vote of the holders of a majority of the Preferred Stock (voting together as a single class on an as-if converted to Common Stock basis) or Common Stock, as the case may be.

4. Redemption. The holders of Preferred Stock shall not have redemption rights hereunder.

5. Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) **Right to Convert**. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, without the payment of any additional consideration by the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for such Preferred Stock as follows:

(i) Each share of Series A Preferred shall be convertible at the conversion rate determined by dividing the Original Series A Price (subject to adjustment for any Recapitalization Events) by the Series A Conversion Price (determined as provided herein) in effect at the time of conversion. After the Filing Date, the "Original Series A Price" shall be $2.254 and the initial "Series A Conversion Price" shall be $2.254. The number of shares of Common Stock into which each share of Series A Preferred may be converted is hereinafter referred to as the "Series A Conversion Rate" of the Series A Preferred. The Series A Conversion Price shall be subject to adjustment as set forth in Section C.5(c) below.

(ii) Each share of Series A-1 Preferred shall be convertible at the conversion rate determined by dividing the Original Series A-1 Price (subject to adjustment for any Recapitalization Events) by the Series A-1 Conversion Price (determined as provided herein) in effect at the time of conversion. After the Filing Date, the "Original Series A-1 Price" shall be $2.492625 and the initial "Series A-1 Conversion Price" shall be $2.492625. The number of shares of Common Stock into which each share of Series A-1 Preferred may be converted is hereinafter referred to as the "Series A-1 Conversion Rate" of the Series A-1 Preferred. The Series A-1 Conversion Price shall be subject to adjustment as set forth in Section C.5(c) below. The Series A Conversion Price and the Series A-I Conversion Price are each hereinafter referred to as a "Conversion Price."

(b) **Automatic Conversion**. Each share of Preferred Stock shall automatically be converted into fully paid and non-assessable shares of Common Stock at the then effective Series A Conversion Rate or Series A-1 Conversion Rate, as applicable, in connection with the earlier of the following events (each, an "Automatic Conversion Event"):

(i) upon the affirmative vote or written consent of the holders of at least a majority of the then outstanding shares of Preferred Stock voting together as a single class on an as-if converted to Common Stock basis; or

(ii) immediately prior to the closing of a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, (the "Securities Act") covering the offer and sale of Common Stock (other than a registration on Form S-8, Form S-4 or comparable or successor forms), which results in aggregate gross proceeds (prior to underwriters' commissions and expenses) to the Corporation of at least $35,000,000 (a "Qualified Public Offering").

(c) **Adjustments to Conversion Price**.

(i) **Special Definitions**. For purposes of this Section C.5(c), the following definitions shall apply:

(A) "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities convertible into or exchangeable for Common Stock.

(B) "Options" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire either Common Stock or Convertible Securities (as defined below).

(C) "Pool" shall mean up to an aggregate of 1,966,684 shares of Common Stock, comprised of the sum of (x) 1,169,895 shares of Common Stock underlying options granted as of the date hereof; and (y) 156,237 shares of Common Stock reserved for issuance under stock awards available for grant as of the date hereof; and (z) 640,553 shares of Common Stock, which may be reserved for issuance under any, stock grant, option agreement or plan, purchase plan or other employee stock incentive program or agreement approved by the Board of Directors. For purposes hereof, any shares of Common Stock described above that again become available for issuance by the Corporation as a result of (A) in respect of shares of Common Stock subject to outstanding options or stock awards, such options or stock awards expiring and/or terminating or (B) in respect of shares of Common Stock acquired pursuant to the exercise of stock options or stock awards, such shares of Common Stock being reacquired by the Corporation, shall in each case be added back into the Pool. Reference to the number of shares of Common Stock in this Section 5(c)(i)(C) shall mean such number of shares as shall be appropriately adjusted for combinations, consolidations, subdivisions, recapitalizations, stock splits or other similar transactions,

(D) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section C.5(c)(iii) below, deemed to be issued) by the Corporation after the Filing Date, other than shares of Common Stock or other capital stock of the Corporation issued or issuable (collectively, "Exempted Securities"):

(1) up to a number of shares in the Pool, issued or deemed issued to officers, directors or employees of, or consultants to, the Corporation pursuant to a warrant, stock grant, option agreement or plan, purchase plan or other employee stock incentive program or agreement approved by the Board of Directors, and any increase in the Pool approved by the Board of Directors (including the approval of at least one Preferred Stock Director);

(2) without consideration pursuant to a dividend, stock split, combination, recapitalization or similar transaction that is covered by either Section B.5 above or Section C.5(c)(vi) below;

(3) as a dividend or distribution with respect to the Preferred Stock;

(4) upon the conversion of any Convertible Securities or Options outstanding on the Filing Date;

(5) in connection with acquisitions and mergers as approved by the Board of Directors (including at least one of the Preferred Stock Directors);

(6) as approved by the Board of Directors in connection with equipment leasing, real estate, bank financing or similar transactions (including at least one of the Preferred Stock Directors);

(7) as approved by the Board of Directors (including at least one of the Preferred Stock Directors) to vendors or customers;

(8) upon conversion of Preferred Stock or other Convertible Securities pursuant to the terms of such Preferred Stock or such Convertible Security; or

(9) as approved by the Board of Directors (including at least one of the Preferred Stock Directors) in connection with strategic alliances, joint ventures and other similar agreements.

(ii) **No Adjustment of Conversion Prices**. No adjustment in the Conversion Price applicable to the Preferred Stock shall be made with respect to the issuance of Additional Shares of Common Stock if the Corporation receives written notice from the holders of at least a majority of the then outstanding shares of Preferred Stock (voting together as a single class on an as-if converted to Common Stock basis) agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

(iii) **Deemed Issue of Additional Shares of Common Stock**.

(A) If the Corporation at any time or from time to time after the Filing Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities), then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date. Except as provided in Sections 5(c)(iii)(B) and 5(c)(iii)(C) below, no further adjustment in the applicable Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities.

(B) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the applicable Conversion Price pursuant to the terms of Section C.5(c)(iv), are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the applicable Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such applicable Conversion Price as would have obtained

had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause (B) shall have the effect of increasing the applicable Conversion Price to an amount which exceeds the lower of (i) the applicable Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the applicable Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(C) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the applicable Conversion Price pursuant to the terms of Section C.5(c)(iv) (either because the consideration per share (determined pursuant to Section C.5(c)(v)) of the Additional Shares of Common Stock subject thereto was equal to or greater than the applicable Conversion Price then in effect, or because such Option or Convertible Security was issued before the Filing Date), are revised after the Filing Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then the affected portion of such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Section C.5(c)(iii)(A), whether the increased number of Additional Shares of Common Stock or the Additional Shares of Common Stock with respect to which the consideration payable was decreased) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(D) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the applicable Conversion Price pursuant to the terms of Section C.5(c)(iv), the applicable Conversion Price shall be readjusted to such Conversion Price as would have been obtained had such Option or Convertible Security (or portion thereof) never been issued.

(E) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events (excluding automatic adjustments to the terms thereof pursuant to anti-dilution or similar provisions of such Option or Convertible Security), any adjustment to the applicable Conversion Price provided for in this Section C.5(c)(iii) shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (B) and (C) of this Section C.5(c)(iii)). If the

number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended any adjustment to the applicable Conversion Price that would result under the terms of this Section C.5(c)(iii) at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the applicable Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

(iv) **Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock Below Purchase Price**. In the event the Corporation shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section C.5(c)(iii)), after the Filing Date, without consideration or for a consideration per share less than the applicable Conversion Price in effect on the date of and immediately prior to such issue, then and in each such event the applicable Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of one cent) determined by multiplying the applicable Conversion Price in effect on the date of and immediately prior to such issue by a fraction (A) the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common Stock so issued (or deemed to be issued) would purchase at such applicable Conversion Price; and (B) the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue, plus the number of shares of Additional Shares of Common Stock so issued, provided, however, that, for purposes of this Section C.5(c)(iv), the number of shares of Common Stock deemed to be outstanding as of a given date shall be the sum of (1) the number of shares of Common Stock actually outstanding, (2) the number of shares of Common Stock into which the then outstanding shares of Preferred Stock could be converted if fully converted on the day immediately preceding the given date, and (3) the number of shares of Common Stock which could be obtained through the exercise and/or conversion of all other rights, Options and Convertible securities outstanding on the day immediately preceding the given date.

(v) **Determination of Consideration**. For purposes of this Section C.5(c), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(A) **Cash and Property**: Such consideration shall:

(1) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with the issuance and sale thereof;

(2) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined by the Board of Directors in the good faith exercise of its reasonable business judgment, including a Preferred Stock Director, and, if the Board of Directors is unable to agree upon the determination of the fair market value, the Valuation Methodology; and

(3) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (1) and (2) above, as determined in good faith by the Board of Directors (including the approval of the Preferred Stock Directors).

(B) **Options and Convertible Securities**. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section C.5(c), relating to Options and Convertible Securities, shall be determined by dividing:

(1) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(2) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities.

(vi) **Other Adjustments to Conversion Price**.

(A) **Subdivisions, Combinations, or Consolidations of Common Stock**. In the event the outstanding shares of Common Stock shall be subdivided, combined or consolidated, by stock split, stock dividend, combination or like event, into a greater or lesser number of shares of Common Stock after the Filing Date, the applicable Conversion Price in effect immediately prior to such subdivision, combination, consolidation or stock dividend shall, concurrently with the effectiveness of such subdivision, combination or consolidation, be proportionately adjusted.

(B) **Adjustments for Other Dividends and Distributions**. In the event the Corporation at any time or from time to time after the Filing Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock) in respect of outstanding shares of Common Stock or in other property and the provisions of Sections C.1 or C.2 do not apply to such dividend or distribution, then and in each such event the holders of Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event.

(C) **Adjustment for Common Stock Dividends and Distributions**. If, after the Filing Date, the Corporation at any time or from time to time makes, or fixes a record date for determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in additional shares of Common Stock, in each such event the applicable Conversion Price that is then in effect shall be decreased as of the time of such issuance or, in the event such record date is fixed, as of the close of business on such record date, by multiplying the applicable Conversion Price then in effect by a fraction of (i) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (ii) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution; provided, however, that if such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the applicable Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the applicable Conversion Price shall be adjusted pursuant to this clause (C) to reflect the actual payment of such dividend or distribution.

(D) **Reclassifications and Reorganizations**. Subject to the provisions of Section C.2, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Section C.5.3(c)(vi)(A)-(C)), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of such series of Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation, including the approval of the Preferred Stock Directors) shall be made in the application of the provisions in this Section C.5 with respect to the rights and interests thereafter of the holders of the Preferred Stock, to the end that the provisions set forth in this Section 5 (including provisions with respect to changes in and other adjustments of the applicable Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Preferred Stock.

(d) **Certificate as to Adjustments**. Upon the occurrence of each adjustment or readjustment of the applicable Conversion Price pursuant to this Section C.5, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or

readjustment is based including the consideration received for any Additional Shares of Common Stock issued. The Corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the applicable Conversion Price at the time in effect and (iii) the number of shares of Common Stock and the type and amount, if any, of other property which at the time would be received upon the conversion of the Preferred Stock.

(e) **Mechanics of Conversion**. Before any holder of Preferred Stock shall be entitled to convert the same into shares of Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the headquarters of the Corporation or of any transfer agent for the Corporation and shall give written notice to the Corporation at such office that the holder elects to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued (except that no such written notice of election to convert shall be necessary in the event of an automatic conversion pursuant to Section C.5(b) hereof). The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which he shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted (except that in the case of an automatic conversion pursuant to Section C.5(b)(i) hereof such conversion shall be deemed to have been made on such date as is specified in or determined pursuant to such written consent, and in the case of an automatic conversion pursuant to Section C.5(b)(ii) hereof such conversion shall be deemed to have been made immediately prior to the closing of the offering referred to in Section C.5(b)(ii)) and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date. Upon the occurrence of either of the events specified in Section C.5(b) above, the outstanding shares of Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Preferred Stock are either delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates.

(f) **Fractional Shares**. No fractional shares of Common Stock shall be issued upon conversion of shares of Preferred Stock. In lieu of any fractional shares to which the holder of Preferred Stock would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of one share of Common Stock as determined in good faith by the Board of Directors of the Corporation. The number of whole shares issuable to each holder upon such conversion shall be determined on the basis of the number of shares of Common Stock issuable upon conversion of the total number of shares of Preferred Stock of each holder at the time converting into Common Stock.

(g) **No Dilution or Impairment**. Without the consent of the holders of Preferred Stock in accordance with Section 6 below, the Corporation will not amend its Fourth Amended and Restated Certificate of Incorporation or participate in any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, for the purpose of avoiding or seeking to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of Preferred Stock against dilution or other impairment.

All shares of Preferred Stock and Class A Common which shall have been surrendered for conversion or automatically converted as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate upon conversion, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Section C.5(f) (in the case of Preferred Stock) and to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock and Class A Common so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock and Class A Common accordingly.

(h) **Reservation of Stock Issuable Upon Conversion**. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of Preferred Stock and Class A Common such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Preferred Stock and Class A Common; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of Preferred Stock and Class A Common, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(i) **Notices of Record Date**. In the event that the Corporation shall propose at any time:

(i) to declare any dividend or distribution upon its Common Stock or Class A Common, whether in cash, property, stock, or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

(ii) to offer for subscription pro rata to the holders of any class or series of its stock any additional shares of stock of any class or series or other rights;

(iii) to effect any reclassification of its Common Stock or Class A Common outstanding involving a change in the Common Stock or Class A Common; or

(iv) to merge or consolidate with or into any other corporation, or sell, lease, or convey all or substantially all its property or business, or to liquidate, dissolve, or wind up or to consummate any Liquidation Event;

then, in connection with each such event, the Corporation shall send to the holders of Preferred Stock:

(A) at least 10 days' prior written notice of the date on which a record shall be taken for such dividend, distribution or subscription rights (and specifying the date on which the holders of Common Stock or Class A Common shall be entitled thereto) or for determining rights to vote in respect of the matters referred to in (iii) and (iv) above, unless any such notice period shall be shortened or waived by the affirmative vote or written consent of the holders of at least a majority of the then-outstanding shares of Preferred Stock voting together as a single class on an as-if converted to Common Stock basis; and

(B) in the case of the matters referred to in (iii) and (iv) above, at least 15 days' prior written notice of the date when the same shall take place (and specifying the date on which the holders of Common Stock and/or Class A Common shall be entitled to exchange their Common Stock and/or Class A Common for securities or other property deliverable upon the occurrence of such event or the record date for the determination of such holders if such record date is earlier), unless any such notice period shall be shortened or waived by the affirmative vote or written consent of the holders of at least a majority of the then-outstanding shares of Preferred Stock, voting together as a single class on an as-if converted to Common Stock basis.

Each such written notice shall be delivered personally, via overnight courier or given by first class mail, postage prepaid, addressed to the holders of Preferred Stock at the address for each such holder as shown on the books of the Corporation.

(j) **Issue Taxes**. The Corporation shall pay any and all issue and other taxes (other than income taxes) that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of shares of Preferred Stock and Class A Common pursuant hereto, provided, however, that the Corporation shall not be obligated to pay any transfer taxes resulting from any transfer requested by any holder in connection with any such conversion.

6. Protective Provisions. In addition to any other rights provided by law or in this Fourth Amended and Restated Certificate of Incorporation, (i) so long as at least Nine Hundred Eighty Two Thousand Eight Hundred Sixty-Three (982,863) shares of Preferred Stock (subject to appropriate adjustment in the event of any Recapitalization Event) shall be outstanding, the Corporation shall not (directly or indirectly, by merger, consolidation or otherwise), without first obtaining the affirmative vote or written consent of the holders of at least a majority of the outstanding shares of Preferred Stock, voting together as a single class, on an as-if converted to Common Stock basis, take the following actions:

(a) amend, alter or repeal of any provision of the Corporation's Fourth Amended and Restated Certificate of Incorporation or bylaws in a manner that adversely affects the powers, preferences or rights of either the Series A-1 Preferred or the Series A Preferred,

including, without limitation, any amendment or modification of any provisions of the bylaws (i) restricting the transfers of securities of the Corporation or providing the Corporation or any other party with purchase, co-sale or other rights with respect to any securities of the Corporation proposed to be transferred or (ii) providing indemnification or similar rights to officers, directors or agents of the Corporation;

(b) authorize or issue of any class of stock having any right, preference or priority superior to or on a parity with either the Series A-1 Preferred or the Series A Preferred;

(c) pay any dividends, except for Accruing Dividends;

(d) effect a recapitalization, reorganization or Liquidation Event;

(e) redeem, retire, purchase or acquire, directly or indirectly, through subsidiaries or otherwise, any shares of capital stock, other than at cost, upon a termination of employment or service to the Corporation;

(f) enter into any lines of business that are not primarily related to the business of the Corporation as conducted as of the Filing Date;

(g) grant an exclusive license to any of the Corporation's material intellectual property rights, other than in the ordinary course of business;

(h) acquire all or substantially all of the properties, assets or stock of any other company or entity;

(i) change the authorized number of members of the Corporation's Board of Directors or the voting rights of stockholders in respect thereof;

(j) amend, waive or alter the rights and privileges of the Corporation's Common Stock or Class A Common;

(k) authorize or issue any additional shares of Class A Common; and

(l) issue any additional shares of, or securities convertible into or exercisable for, Preferred Stock.

7. Interpretation. Whenever a reference is made in this Article IV to a Section, such reference shall be to the applicable section of this Article IV unless otherwise indicated.

ARTICLE V

The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon them by statute or by this Fourth Amended and Restated Certificate of Incorporation or the bylaws of the Corporation, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation. Election of directors need not be by written ballot, unless the bylaws so provide.

ARTICLE VI

Subject to any additional vote required by this Fourth Amended and Restated Certificate of Incorporation, including pursuant to Article IV, Section C 6(a), the bylaws of the Corporation, or otherwise, the Board of Directors is authorized to make, adopt, amend, alter or repeal the bylaws of the Corporation, and the stockholders shall also have power to make, adopt, amend, alter or repeal the bylaws of the Corporation.

ARTICLE VII

To the fullest extent permitted by the Delaware General Corporation Law, as the same exists or may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the Delaware General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article VII to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law as so amended. Any repeal or modification of the foregoing provisions of this Article VII by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions occurring prior to, such repeal or modification. The rights conferred on any person by this Article VII shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these by-laws, agreement, vote of stockholders or disinterested directors or otherwise.

This Fourth Amended and Restated Certificate of Incorporation has been duly adopted by the Board of Directors and stockholders of the Corporation in accordance with the applicable provisions of Sections 228, 242, and 245 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, this Fourth Amended and Restated Certificate of Incorporation has been executed by the Chief Executive Officer of the Corporation this 2nd day of September, 2016.

EVERBRIDGE INC.

By: /s/ Jaime Ellertson
Jaime Ellertson, Chief Executive Officer

FIFTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF EVERBRIDGE, INC.

Everbridge, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of the Delaware does hereby certify that:

ONE: The original name of this corporation was 3n Global, Inc. and the date of filing the original Certificate of Incorporation of this corporation with the Secretary of State of the State of Delaware (the "***Secretary***") was January 22, 2008.

TWO: The Fourth Amended and Restated Certificate of Incorporation of this corporation as filed with the Secretary on September 2, 2016, is hereby amended and restated to read as follows:

I.

The name of this corporation is **EVERBRIDGE, INC.** (the "***Corporation***").

II.

The address of the registered office of this Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington, New Castle County, Delaware 19801, and the name of the registered agent of this Corporation in the State of Delaware at such address is Corporation Service Company.

III.

The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law ("***DGCL***").

IV.

A. This Corporation is authorized to issue two classes of stock to be designated, respectively, "***Common Stock***" and "***Preferred Stock***." The total number of shares which the Corporation is authorized to issue is one hundred ten million (110,000,000) shares. One hundred million (100,000,000) shares shall be Common Stock, each having a par value of one-tenth of one cent ($0.001) and ten million (10,000,000) shares shall be Preferred Stock, each having a par value of one-tenth of one cent ($0.001).

B. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors of the Corporation (the "***Board of Directors***") is hereby expressly authorized to provide for the issue of all of any of the shares of the Preferred Stock in one or more series, and to fix the number of shares and to determine or alter for each such series, such voting powers, full or limited, or no voting powers, and such designation, preferences, and relative, participating, optional, or other rights and such qualifications, limitations, or restrictions thereof,

as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issuance of such shares and as may be permitted by the DGCL. The Board of Directors is also expressly authorized to increase or decrease the number of shares of any series subsequent to the issuance of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be decreased in accordance with the foregoing sentence, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of the stock of the Corporation entitled to vote thereon, without a separate vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such holders is required pursuant to the terms of any certificate of designation filed with respect to any series of Preferred Stock.

C. Each outstanding share of Common Stock shall entitle the holder thereof to one vote on each matter properly submitted to the stockholders of the Corporation for their vote; *provided, however*, that, except as otherwise required by law, holders of Common Stock shall not be entitled to vote on any amendment to this Fifth Amended and Restated Certificate of Incorporation (including any certificate of designation filed with respect to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon by law or pursuant to this Fifth Amended and Restated Certificate of Incorporation (including any certificate of designation filed with respect to any series of Preferred Stock).

V.

For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation, of its directors and of its stockholders or any class thereof, as the case may be, it is further provided that:

A. MANAGEMENT OF BUSINESS.

The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The number of directors which shall constitute the Board of Directors shall be fixed exclusively by resolutions adopted by a majority of the authorized number of directors constituting the Board of Directors.

B. BOARD OF DIRECTORS

Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, following the closing of the initial public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "***1933 Act***"), covering the offer and sale of Common Stock to the public (the "***Initial Public Offering***"), the directors shall be divided into three classes designated as Class I, Class II and Class III, respectively. The Board of Directors is authorized to assign members of the Board of

Directors already in office to such classes at the time the classification becomes effective. At the first annual meeting of stockholders following the closing of the Initial Public Offering, the term of office of the Class I directors shall expire and Class I directors shall be elected for a full term of three years. At the second annual meeting of stockholders following the closing of the Initial Public Offering, the term of office of the Class II directors shall expire and Class II directors shall be elected for a full term of three years. At the third annual meeting of stockholders following the closing of the Initial Public Offering, the term of office of the Class III directors shall expire and Class III directors shall be elected for a full term of three years. At each succeeding annual meeting of stockholders, directors shall be elected for a full term of three years to succeed the directors of the class whose terms expire at such annual meeting.

Notwithstanding the foregoing provisions of this section, each director shall serve until his or her successor is duly elected and qualified or until his or her earlier death, resignation or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

C. REMOVAL OF DIRECTORS.

Subject to the rights of any series of Preferred Stock to elect additional directors under specified circumstances, following the closing of the Initial Public Offering, neither the Board of Directors nor any individual director may be removed without cause.

Subject to any limitation imposed by law, any individual director or directors may be removed with cause by the affirmative vote of the holders of at least sixty six and two thirds percent (66 2/3%) of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally at an election of directors.

D. VACANCIES.

Subject to any limitations imposed by applicable law and subject to the rights of the holders of any series of Preferred Stock, any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other causes and any newly created directorships resulting from any increase in the number of directors, shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by the stockholders and except as otherwise provided by applicable law, be filled only by the affirmative vote of a majority of the directors then in office, even though less than a quorum of the Board of Directors, and not by the stockholders. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the director for which the vacancy was created or occurred and until such director’s successor shall have been elected and qualified.

E. BYLAW AMENDMENTS.

1. The Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the Corporation. Any adoption, amendment or repeal of the Bylaws of the Corporation by the Board of Directors shall require the approval of a majority of the authorized number of directors. The stockholders shall also have power to adopt, amend or repeal the Bylaws of the Corporation; *provided*, *however*, that, in addition to any vote of the holders of any

class or series of stock of the Corporation required by law or by this Fifth Amended and Restated Certificate of Incorporation, such action by stockholders shall require the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

2. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

3. No action shall be taken by the stockholders of the Corporation except at an annual or special meeting of stockholders called in accordance with the Bylaws, and no action shall be taken by the stockholders by written consent or electronic transmission.

4. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws of the Corporation.

VI.

A. The liability of the directors for monetary damages shall be eliminated to the fullest extent under applicable law.

B. To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which applicable law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise in excess of the indemnification and advancement otherwise permitted by such applicable law. If applicable law is amended after approval by the stockholders of this Article VI to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director to the Corporation shall be eliminated or limited to the fullest extent permitted by applicable law as so amended.

C. Any repeal or modification of this Article VI shall only be prospective and shall not affect the rights or protections or increase the liability of any director under this Article VI in effect at the time of the alleged occurrence of any act or omission to act giving rise to liability or indemnification.

VII.

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (A) any derivative action or proceeding brought on behalf of the Corporation; (B) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation’s stockholders; (C) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation arising pursuant to any provision of the DGCL, this Fifth Amended and Restated Certificate of Incorporation or the Bylaws of the Corporation; or (D) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation governed by the internal affairs doctrine.

VIII.

A. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Fifth Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, except as provided in paragraph B. of this Article VIII, and all rights conferred upon the stockholders herein are granted subject to this reservation.

B. Notwithstanding any other provisions of this Fifth Amended and Restated Certificate of Incorporation or any provision of law which might otherwise permit a lesser vote or no vote, but in addition to any affirmative vote of the holders of any particular class or series of the Corporation required by law or by this Fifth Amended and Restated Certificate of Incorporation or any certificate of designation filed with respect to a series of Preferred Stock, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to alter, amend or repeal Articles V, VI, VII and VIII .

* * * *

THREE: This Fifth Amended and Restated Certificate of Incorporation has been duly approved by the Board of Directors of the Corporation.

FOUR: This Fifth Amended and Restated Certificate of Incorporation was approved by the holders of the requisite number of shares of said Corporation in accordance with Section 228 of the DGCL. This Fifth Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Sections 242 and 245 of the DGCL by the stockholders of the Corporation.

IN WITNESS WHEREOF, Everbridge, Inc. has caused this Fifth Amended and Restated Certificate of Incorporation to be signed by its President and Chief Executive Officer this day of , 2016.

EVERBRIDGE, INC.

By: _____

Jaime Ellertson
President and Chief Executive Officer

ZQ|CERT#|COY|CLS|RGSTRY|ACCT#|TRANSTYPE|RUN#|TRANS#

COMMON STOCK

PAR VALUE $0.001

COMMON STOCK

THIS CERTIFICATE IS TRANSFERABLE IN CANTON, MA, JERSEY CITY, NJ AND COLLEGE STATION, TX

Certificate Number

ZQ00000000

everbridge®

Shares

EVERBRIDGE, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

THIS CERTIFIES THAT

MR. SAMPLE & MRS. SAMPLE & MR. SAMPLE & MRS. SAMPLE

CUSIP 29978A 10 4

SEE REVERSE FOR CERTAIN DEFINITIONS

is the owner of

ZERO HUNDRED THOUSAND ZERO HUNDRED AND ZERO

FULLY-PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF

Everbridge, Inc. (hereinafter called the "Company"), transferable on the books of the Company in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby, are issued and shall be held subject to all of the provisions of the Certificate of Incorporation, as amended, and the By-Laws, as amended, of the Company (copies of which are on file with the Company and with the Transfer Agent), to all of which each holder, by acceptance hereof, assents. This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

Witness the facsimile seal of the Company and the facsimile signatures of its duly authorized officers.

President

Treasurer

EVERBRIDGE, INC. SEAL 2008 DELAWARE

DATED DD-MMM-YYYY

COUNTERSIGNED AND REGISTERED:
COMPUTERSHARE TRUST COMPANY, N.A.
TRANSFER AGENT AND REGISTRAR,

By _____
AUTHORIZED SIGNATURE

SECURITY INSTRUCTIONS ON REVERSE

1234567

everbridge®

PO BOX 43004, Providence, RI 02940-3004

MR A SAMPLE
DESIGNATION (IF ANY)
ADD 1
ADD 2
ADD 3
ADD 4

CUSIP	XXXXXX XX X
Holder ID	XXXXXXXXXX
Insurance Value	1,000,000.00
Number of Shares	123456
DTC	12345678 12345678901234

Certificate Numbers	Num/No.	Denom.	Total
12345678901234567890	1	1	1
12345678901234567890	2	2	2
12345678901234567890	3	3	3
12345678901234567890	4	4	4
12345678901234567890	5	5	5
12345678901234567890	6	6	6
Total Transaction			7

EVERBRIDGE, INC.

THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH SHAREHOLDER WHO SO REQUESTS, A SUMMARY OF THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL OR OTHER SPECIAL RIGHTS OF EACH CLASS OF STOCK OF THE COMPANY AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS OF SUCH PREFERENCES AND RIGHTS, AND THE VARIATIONS IN RIGHTS, PREFERENCES AND LIMITATIONS DETERMINED FOR EACH SERIES, WHICH ARE FIXED BY THE CERTIFICATE OF INCORPORATION OF THE COMPANY, AS AMENDED, AND THE RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY, AND THE AUTHORITY OF THE BOARD OF DIRECTORS TO DETERMINE VARIATIONS FOR FUTURE SERIES. SUCH REQUEST MAY BE MADE TO THE OFFICE OF THE SECRETARY OF THE COMPANY OR TO THE TRANSFER AGENT. THE BOARD OF DIRECTORS MAY REQUIRE THE OWNER OF A LOST OR DESTROYED STOCK CERTIFICATE, OR HIS LEGAL REPRESENTATIVES, TO GIVE THE COMPANY A BOND TO INDEMNIFY IT AND ITS TRANSFER AGENTS AND REGISTRARS AGAINST ANY CLAIM THAT MAY BE MADE AGAINST THEM ON ACCOUNT OF THE ALLEGED LOSS OR DESTRUCTION OF ANY SUCH CERTIFICATE.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UNIF GIFT MIN ACT	- _____Custodian_____ (Cust) (Minor) under Uniform Gifts to Minors Act_____ (State)
TEN ENT	-	as tenants by the entireties		
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	UNIF TRF MIN ACT	- _____Custodian (until age_____) (Cust) _____under Uniform Transfers to Minors Act_____ (Minor) (State)

Additional abbreviations may also be used though not in the above list.

For value received, _____hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE, OF ASSIGNEE)

Shares of the common stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

Attorney to transfer the said stock on the books of the within-named Company with full power of substitution in the premises.

Dated: _____20_____

Signature: _____

Signature: _____

Notice: The signature to this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration or enlargement, or any change whatever.

Signature(s) Guaranteed: Medallion Guarantee Stamp
THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions) WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15.

The IRS requires that the named transfer agent ("we") report the cost basis of certain shares or units acquired after January 1, 2011. If your shares or units are covered by the legislation, and you requested to sell or transfer the shares or units using a specific cost basis calculation method, then we have processed as you requested. If you did not specify a cost basis calculation method, then we have defaulted to the first in, first out (FIFO) method. Please consult your tax advisor if you need additional information about cost basis.

If you do not keep in contact with the issuer or do not have any activity in your account for the time period specified by state law, your property may become subject to state unclaimed property laws and transferred to the appropriate state.

SECURITY INSTRUCTIONS

THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT NOTING WATERMARK. HOLD TO LIGHT TO VERIFY WATERMARK.

1234567

Exhibit 4.2

EVERBRIDGE, INC.

THIRD AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT

September 9, 2011

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EVERBRIDGE, INC.
THIRD AMENDED AND RESTATED
INVESTOR RIGHTS AGREEMENT

THIS THIRD AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT (this "Agreement") is made as of September 9, 2011, by and among Everbridge, Inc., a Delaware corporation (the "Company"), and the Effective Time Holders listed on the attached Exhibit A. The Effective Time Holders and Prior Investors are collectively herein referred to as the "Investors."

RECITALS

A. Certain of the Investors have purchased shares of the Company's Series A Preferred Stock (the "Series A Preferred"), pursuant to that certain Series A Preferred Stock Purchase Agreement, by and among the Company and the parties listed on Exhibit A thereto, dated as of May 15, 2008.

B. Certain of the Investors have purchased shares of the Company's Series A-1 Preferred Stock (the "Series A-1 Preferred" and, together with the Series A Preferred, the "Preferred Stock"), pursuant to that certain (i) Series A-1 Preferred Stock Purchase Agreement, dated as of April 2, 2009, and (ii) Series A-1 Preferred Stock Purchase Agreement, dated as of April 20, 2010, as amended (such Investors previously having purchased Series A Preferred and Series A-1 Preferred prior to the date hereof, collectively, the "Prior Investors").

C. The Company, PMC Financial Services Group, LLC ("PMC"), the holder of a Warrant to purchase up to 625,000 shares of Common Stock of the Company, and the Prior Investors have previously entered into that certain Second Amended and Restated Investor Rights Agreement, dated as of April 2, 2009 (the "Prior Agreement").

D. Concurrent with the execution hereof, Cloud Floor Corporation ("Cloud Floor") shall merge with and into the Company (the "Merger"), with the Company continuing as the surviving corporation, pursuant to that certain Merger Agreement, dated as of September 9, 2011, by and among the Company, Cloud Floor, and Jaime Ellertson, in his capacity as the stockholder representative of the Cloud Floor stockholders (the "Merger Agreement").

E. At the effective time of the Merger (the "Effective Time"), the stockholders of Cloud Floor (the "Effective Time Holders") holding shares of Series A Preferred Stock of Cloud Floor ("Cloud Floor Preferred") shall receive shares of Series A-1 Preferred pursuant to, and in accordance with the provisions of, the Merger Agreement.

F. The Effective Time Holders who shall the execute and deliver this Agreement, and who shall receive Series A-1 Preferred in the Merger, shall be Investors for all purposes hereof and hereunder.

G. The obligations in the Merger Agreement are conditioned upon the execution and delivery of this Agreement.

H. In connection with the consummation of the Merger, the Company and the Investors wish to enter into this Agreement in order to (i) provide for certain rights of the Investors, and (ii) supersede and replace the Prior Agreement such that this Agreement is the only investor rights agreement between the Company, PMC, and the Investors.

I. The Prior Agreement may generally be amended by agreement of the Company and Prior Investors holding a majority of the "Registrable Securities" (as defined in the Prior Agreement). The Company has executed this Agreement, and the Prior Investors who are signatories to this Agreement hold at least that number of shares necessary to effect an amendment of the Prior Agreement. The Prior Agreement is superseded and replaced by this Agreement, including with respect to those Prior Investors who are not signatories to this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Certain Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

1.1 "Affiliate" means, with respect to any specified person or entity, any other person or entity who, directly or indirectly, controls, is controlled by, or is under common control with such person or entity, including, without limitation, any general partner, managing member, officer or director of such person or entity or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such person or entity.

1.2 "Board" shall mean the Board of Directors of the Company.

1.3 "Commission" shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

1.4 "Common Stock" shall mean the shares of Common Stock of the Company, $0.001 par value per share.

1.5 "Convertible Securities" shall mean (a) the Warrant, and (b) the shares of Series A Preferred Stock and Series A-1 Preferred held by the Investors.

1.6 "Derivative Securities" means any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly), Common Stock, including options and warrants.

1.7 "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

1.8 "Form S-3" shall mean Form S-3 issued by the Commission or any substantially similar form then in effect.

1.9 "Holder" shall mean any holder of outstanding Registrable Securities which have not been sold to the public, but only if such holder is (a) PMC, (b) one of the Investors, or (c) an assignee or transferee of registration rights as permitted by Section 16.1 of this Agreement.

1.10 "Immediate Family Member" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, of a natural person referred to herein.

1.11 "Initiating Holders" shall mean Holders who properly initiate a request for registration under this Agreement.

1.12 "New Securities" shall mean any capital stock of the Company, whether authorized or not, and any rights, options, or warrants to purchase said capital stock, and securities of any type whatsoever that are, or may become, convertible into or exercisable for said capital stock; provided, however, that "New Securities" does not include: (i) the Convertible Securities or the Company's Common Stock issuable upon conversion of the Convertible Securities; (ii) securities issued without consideration pursuant to a dividend, stock split, combination, recapitalization or similar transaction, (iii) securities issued as a dividend or distribution with respect to the Convertible Securities, (iv) securities issued upon the conversion of any debenture, warrant, option, or other convertible security outstanding on the date of this Agreement; (v) the issuance of the Company's capital stock (or rights therefor) in connection with the acquisition by the Company of another corporation or entity by consolidation, corporate reorganizations, or merger or purchase of all or substantially all of the assets of such corporation or entity as approved by the Board of Directors (including at least one of the Preferred Stock Directors); (vi) the issuance of the Company's capital stock (or rights therefor) as approved by the Board of Directors (including at least one of the Preferred Stock Directors) in connection with equipment leasing, real estate, bank financing or similar transactions; (vii) the issuance of the Company's capital stock (or rights therefor) as approved by the Board of Directors (including at least one of the Preferred Stock Directors) to vendors or customers; (viii) the issuance of the Company's capital stock (or rights therefor) as approved by the Board of Directors (including at least one of the Preferred Stock Directors) in connection with strategic alliances, joint ventures, or other corporate partnerships, research and development agreements, product development or marketing agreements or other similar agreements; (ix) issuances of securities on terms approved by the holders of at least a majority of the outstanding shares of the Convertible Securities, including a specific waiver of the right of participation set forth in Section 5 of this Agreement with respect thereto; (x) up to a number of shares in the Pool issued or deemed issued to officers, directors or employees of, or consultants to, the Company pursuant to a warrant, stock grant, option agreement or plan, purchase plan or other employee stock incentive program or agreement approved by the Board of Directors, and any increase in the Pool approved by the Board or Directors (including the approval of at least one Preferred Stock Director); or (xi) securities issued by the Company pursuant to a registration statement filed under the Securities Act.

1.13 "Preferred Stock Directors" shall mean the directors elected solely by the holders of Series A Preferred and Series A-1 Preferred voting as a separate class pursuant to the Third Amended and Restated Certificate of Incorporation of the Company filed with the Secretary of State of Delaware on or about the date hereof.

1.14 "Pool" shall mean up to an aggregate of [13,950,000] shares of Common Stock, which may be reserved for issuance under any, stock grant, option agreement or plan, purchase plan or other employee stock incentive program or agreement approved by the Board of Directors. For purposes hereof, any shares of Common Stock described above that again become available for issuance by the Company as a result of (A) in respect of shares of Common Stock subject to outstanding options or stock awards, such options or stock awards expiring and/or terminating or (B) in respect of shares of Common Stock acquired pursuant to the exercise of stock options or stock awards, such shares of Common Stock being reacquired by the Company, shall in each case be added back into the Pool. Reference to the number of shares of Common Stock in this Section 1.14 shall mean such number of shares as shall be appropriately adjusted for combinations, consolidations, subdivisions, recapitalizations, stock splits or other similar transactions.

1.15 "Qualified Public Offering" shall mean the closing of a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act covering the offer and sale of Common Stock (other than a registration on Form S-8, Form S-4 or comparable or successor forms) which results in aggregate gross proceeds (prior to underwriters' commissions and expenses) to the Company of at least $35,000,000.

1.16 "Register", "Registered", and "Registration" shall be terms to refer to a registration effected by preparing and filing a Registration Statement, and the declaration or ordering of the effectiveness of such Registration Statement.

1.17 "Registration Statement" shall be a Registration effected by preparing and filing a registration statement on Form S-1 or S-3 in compliance with the Securities Act.

1.18 "Registrable Securities" shall mean (a) all Common Stock not previously sold to the public which is issued or issuable upon conversion or exercise of any of the Company's Convertible Securities, and (b) any Common Stock, or any Common Stock issued or issuable (directly or indirectly) upon conversion and/or exercise of any other securities of the Company acquired by the Investors or PMC after the date hereof, in each case, including Common Stock issued pursuant to stock splits, stock dividends and similar distribution.

1.19 "Registration Expenses" shall mean all expenses incurred by the Company in complying with Sections 8 of this Agreement, including, without limitation, all federal and state registration, qualification, and filing fees, printing expenses, fees and disbursements of counsel for the Company and one special counsel for all Holders (if different from counsel to the Company), up to a maximum amount of $25,000 for one special counsel for all Holders for each Registration, blue sky fees and expenses, and the expense of any special audits incident to or required by any such registration, but excluding any stock transfer taxes, underwriting discounts and commissions.

1.20 "Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

1.21 "Selling Expenses" shall mean all underwriting discounts and selling commissions applicable to the sale of Registrable Securities pursuant to this Agreement.

1.22 "Series A Preferred" shall mean the Series A Preferred Stock held by the Investors.

2. Financial Statements and Reports.

2.1 Annual Reports. The Company shall deliver to PMC and each Investor, as soon as practicable after the end of each fiscal year of the Company, and in any event within 120 days thereafter, an audited consolidated balance sheet of the Company as of the end of such year and audited consolidated statements of income and cash flow for such year, which year-end financial reports shall be in reasonable detail and shall be prepared in accordance with generally accepted accounting principles. The firm auditing, or selected to audit, the Company's financial statements as herein contemplated, shall be a firm of regional prominence.

2.2 Termination of Information Rights and Inspection Rights. The Company's obligations pursuant to Sections 2.1, 3 and 4 hereunder shall terminate upon the closing date of a Qualified Public Offering

3. Additional Information. The Company shall deliver to each Investor who holds not less than 4,000,000 shares of Registrable Securities (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof, the following financial information:

3.1 As soon as practicable after the end of each quarterly accounting periods in each fiscal year of the Company and in any event within forty-five (45) days thereafter, an unaudited consolidated balance sheet of the Company and its subsidiaries, if any, as of the end of each such quarterly period and unaudited consolidated statements of income and cash flows of the Company and its subsidiaries, if any, for such period and for the current fiscal year to date, all prepared in accordance with generally accepted accounting principles, all in reasonable detail, subject to changes resulting from year-end audit adjustments;

3.2 As soon as practicable after the end of the first and second month of each quarter, and in any event within thirty (30) days thereafter, an unaudited consolidated balance sheet of the Company and its subsidiaries, if any, at the end of such month, and unaudited consolidated statements of income and cash flow for such month (including a comparison of actual financial results versus the budgeted results for such periods); and

3.3 By December 30 of each year, a budget for the following year, prepared on a monthly basis, and promptly after prepared, any other budgets or revised budgets prepared

by the Company, such budget(s) to be in a form and to contain such items, which may include, without limitation, balance sheets, income statements, and statements of cash flow, as shall be determined by the Board of Directors, including the approval of the Series A Directors.

3.4 The Company shall provide to ABS all monthly, quarterly and annual reports, and any and all other reports and/or certificates required by or in connection with the loan documentation entered into by and between the Company and the Company's lenders, to be delivered to ABS at or about the same time such reports and/or certificates are delivered to the Company's lenders.

4. Inspection Rights. After giving reasonable notice to the Company, each Investor shall have the right to visit the Company and view the Company's minutes, books, records, consents and the like ("Inspection Rights"), which Inspection Rights shall be consistent with such rights afforded to members of the Board of Directors under applicable law, provided, however, that in the event that any such Investor invoking Inspection Rights does not then owe fiduciary obligations to the Company (i.e. as a director), such Investor shall agree in writing to hold in confidence and trust all information so provided by the Company or to which such Investor shall have been granted access.

5. Right of Participation.

5.1 Right of Participation to Purchase New Securities. The Company hereby grants to each Investor the right of participation to purchase up to its "Pro Rata Share" (as defined below) of New Securities which the Company may, from time to time, propose to sell and issue. The Investors may purchase said New Securities on the same terms and at the same price at which the Company proposes to sell the New Securities. The "Pro Rata Share" of each Investor, for purposes of this right of participation, is the ratio of (i) the total number of shares of Common Stock held by such Investor (including any shares of Common Stock into which the Convertible Securities and all other Derivative Securities held by such Investor are convertible), to (ii) the total number of shares of Common Stock (including any shares of Common Stock into which the outstanding Convertible Securities and all other Derivative Securities are convertible) outstanding immediately prior to the issuance of the New Securities.

5.2 Notice.

(a) In the event the Company proposes to undertake an issuance of New Securities, it shall give to each Investor written notice (the "Initial Notice") of its intention, describing the type of New Securities, the material terms of the New Securities, including the price and the intended offerees, the terms upon which the Company proposes to issue the same, the number of shares which such Investor is entitled to purchase pursuant to Section 5. 1, and a statement that each Investor shall have 10 days to respond to such Initial Notice. Each Investor shall have 10 days from the date of receipt of the Initial Notice to agree to purchase any or all of its Pro Rata Share of the New Securities for the price and upon the terms specified in the Initial Notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased and forwarding payment for such New Securities to the Company if immediate payment is required by such terms.

(b) The Company shall promptly, in writing (the "Secondary Notice"), inform each Investor that elects to purchase all of the New Securities available to it (each, a "Participating Investor") of any other Investor's failure to do likewise. During the 10 day period commencing after receipt of the Secondary Notice, each Participating Investor shall be entitled to obtain that portion of the New Securities for which Investors were entitled to, but did not, subscribe equal to the proportion that the number of Registrable Securities then held by such Participating Investor bears to the total number of Registrable Securities then held by all Participating Investors who wish to purchase some of the unsubscribed shares.

5.3 Sale of New Securities. In the event that the Participating Investors fail to exercise in full their rights of participation within the 10 day period following receipt of the Secondary Notice, the Company shall have 75 days thereafter to sell or enter into an agreement (pursuant to which the sale of New Securities covered thereby shall be closed, if at all, within 15 days after the date of such agreement) to sell the New Securities respecting which such Participating Investor's rights were not exercised, at a price and upon general terms no more favorable to the purchaser thereof than specified in the Initial Notice. In the event the Company has not sold or entered into an agreement to sell the New Securities within such 75-day period (or sold and issued New Securities in accordance with the foregoing within 15 days from the date of such agreement), the Company shall not thereafter issue or sell any New Securities without first offering such securities to such Investor in the manner provided above

5.4 Termination and Waiver of Right of Participation. The right of participation granted pursuant to this Section 5 shall terminate upon the closing of a Qualified Public Offering. The right of participation granted under this Section 5 may be waived with respect to any particular sale of New Securities as to all Investors or transferees by the holders of a majority in interest of the Registrable Securities held by the Investors.

6. Demand Registration.

6.1 Request for Registration on Form Other Than Form S-3. Subject to the terms of this Agreement, in the event that the Company shall receive from the Holders of at least 20% of the Registrable Securities at any time after the earlier of (i) five years after the date of this Agreement, or (ii) six months after the closing of the Company's initial public offering of shares of Common Stock under a Registration Statement, a written request that the Company effect any Registration with respect to all or a part of the Registrable Securities on a form other than Form S-3 for an offering of at least 20% of the then outstanding Registrable Securities, with an anticipated aggregate offering price to the public, net of Selling Expenses, of greater than $10,000,000, the Company shall (a) promptly, but in no event later than 10 days after such request was given, give written notice of the proposed Registration to all other Holders, and (b) as soon as practicable, and in any event within 60 days after the date of such request, file a Form S-1 Registration Statement covering all of the Registrable Securities specified in such request, together with any Registrable Securities of any Holder joining in such request as are specified in a written request given within 20 days after written notice from the Company. The Company shall not be obligated to take any action to effect any such registration pursuant to this Section 6.1 after the Company has effected two such Registrations pursuant to this Section 6.1 and such Registrations have been declared effective.

6.2 Request for Registration on Form S-3. If a Holder or Holders of Registrable Securities request that the Company file a Registration Statement on Form S-3 (or any successor form to Form S-3) for a public offering of shares of Registrable Securities the reasonably anticipated aggregate price to the public of which, net of Selling Expenses, would not be less than $3,000,000, and the Company is a registrant entitled to use Form S-3 to register the Registrable Securities for such an offering, the Company shall (a) promptly, but in no event later than 10 days after such request was given, give notice thereof to all Holders, and (b) as soon as practicable, and in any event within 60 days after the date of such request, file a Form S-3 Registration Statement covering all of the Registrable Securities specified in such request, together with any Registrable Securities of any Holder joining in such request as are specified in a written request given within 20 days after written notice from the Company, provided, however, that the Company shall not be required to effect more than (i) two Registrations pursuant to this Section 6.2 in any 12 month period, and (ii) four Registrations pursuant to this Section 6.2 requested by the Holders of Registrable Securities. The substantive provisions of Section 6.5 shall be applicable to each Registration initiated under this Section 6.2.

6.3 Right of Deferral. Notwithstanding the foregoing, the Company shall not be obligated to file a registration statement pursuant to this Section 6:

(a) if the Company, within 20 days of the receipt of the request of the Initiating Holders, gives notice of its bona fide intention to effect the filing of a Registration Statement with the Commission within 60 days of receipt of such request (other than to a Registration of securities in a Rule 145 transaction or with respect to an employee benefit plan), provided that the Company is actively employing commercially reasonable efforts to cause such Registration Statement to become effective;

(b) within six months immediately following the effective date of any Registration Statement pertaining to the securities of the Company (other than a registration of securities in a Rule 145 transaction or with respect to an employee benefit plan); or

(c) if the Company shall furnish to such Holders a certificate signed by the President of the Company stating that in the good faith judgment of the Board it would be detrimental to the Company or its stockholders for a Registration Statement to be filed in the near future, then the Company shall have the right to defer filing such Registration Statement for a period not to exceed 120 days from the receipt of the request to file such registration by such Holder, provided, however, that the Company shall not exercise the right contained in this subsection (c) more than once in any 12 month period with respect to a demand by the holders of Registrable Securities.

6.4 Registration of Other Securities in Demand Registration. Any Registration Statement filed pursuant to the request of the Initiating Holders under this Section 6 may, subject to the provisions of Section 6.5, include securities of the Company other than Registrable Securities.

6.5 Underwriting in Demand Registration.

(a) Notice of Underwriting. If the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 6, and the Company shall include such information in the written notice referred to in Sections 6.1 and 6.2. The right of any Holder to Registration pursuant to Section 6 shall be conditioned upon such Holder's agreement to participate in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting.

(b) Inclusion of Other Holders in Demand Registration. If the Company, officers, or directors of the Company holding Common Stock other than Registrable Securities, as the case may be, or holders of securities other than Registrable Securities, request inclusion in such Registration, the Initiating Holders, to the extent they deem advisable and consistent with the goals of such Registration, may, in their sole discretion, on behalf of all Holders, offer to any or all of the Company, such officers or directors, and such holders of securities other than Registrable Securities that such securities other than Registrable Securities be included in the underwriting and may condition such offer on the acceptance by such persons of the terms of this Section 6.

(c) Selection of Underwriter in Demand Registration. The Company shall (together with all Holders proposing to distribute their securities through such underwriting) enter into an underwriting agreement with the representative ("Underwriter's Representative") of the underwriter or underwriters selected for such underwriting by the Holders of a majority of the Registrable Securities being registered by the Initiating Holders and agreed to by the Company.

(d) Marketing Limitation in Demand Registration. If the Underwriter's Representative advises the Initiating Holders in writing that market factors (including, without limitation, the aggregate number of shares of Common Stock requested to be Registered, the general condition of the market, and the status of the persons proposing to sell securities pursuant to the Registration) require a limitation of the number of shares to be underwritten, then (i) first, the Common Stock (other than Registrable Securities) held by officers or directors of the Company, (ii) second, the securities other than Registrable Securities, and (iii) third, the securities requested to be registered by the Company, shall be excluded from such Registration to the extent required by such limitation. If a limitation of the number of shares is still required, the Initiating Holders shall so advise all Holders and the number of shares of Registrable Securities that may be included in the Registration and underwriting shall be allocated among all holders of Registrable Securities in proportion, as nearly as practicable, to the respective amounts of Registrable Securities entitled to inclusion in such Registration held by such Holders at the time of filing the Registration Statement. No Registrable Securities or other securities excluded from the underwriting by reason of this Section 6.5(d) shall be included in such Registration Statement.

(e) Right of Withdrawal in Demand Registration. If any Holder of Registrable Securities, or a holder of other securities entitled (upon request) to be included in such Registration, disapproves of the terms of the underwriting, such person may elect to withdraw therefrom by written notice to the Company, the Underwriter's Representative and the Initiating Holders, delivered at least seven days prior to the effective date of the Registration Statement. The securities so withdrawn shall also be withdrawn from the Registration Statement.

7. Piggyback Registration.

7.1 Notice of Piggyback Registration and Inclusion of Registrable Securities. Subject to the terms of this Agreement, if the Company decides to Register any of its Common Stock (either for its own account or the account of a security holder or holders) on a form that would be suitable for a registration involving Registrable Securities, the Company shall: (i) promptly give each Holder written notice thereof (which shall include a list of the jurisdictions in which the Company intends to attempt to qualify such securities under the applicable Blue Sky or other state securities laws), and (ii) include in such Registration (and any related qualification under Blue Sky laws or other compliance), and in any underwriting involved therein, all the Registrable Securities specified in a written request delivered to the Company by any Holder within 20 days after delivery of such written notice from the Company.

7.2 Underwriting in Piggyback Registration.

(a) Notice of Underwriting in Piggyback Registration. If the Registration of which the Company gives notice is for a Registered public offering involving an underwriting, the Company shall so advise the Holders as a part of the written notice given pursuant to Section 7.1. In such event, the right of any Holder to Registration shall be conditioned upon such underwriting and the inclusion of such Holder's Registrable Securities in such underwriting to the extent provided in this Section 7. All Holders proposing to distribute their securities through such underwriting shall (together with the Company and the other holders distributing their securities through such underwriting) enter into an underwriting agreement with the Underwriter's Representative for such offering. The Holders shall have no right to participate in the selection of the underwriters for an offering pursuant to this Section 7.

(i) Marketing Limitation in Piggyback Registration. If the Underwriter's Representative advises the Holders seeking registration of Registrable Securities pursuant to this Section 7 in writing that market factors (including, without limitation, the aggregate number of shares of Common Stock requested to be Registered, the general condition of the market, and the status of the persons proposing to sell securities pursuant to the Registration) require a limitation of the number of shares to be underwritten, the Underwriter's Representative (subject to the allocation priority set forth in Section 7.2(c)) may exclude some or all Registrable Securities from such registration and underwriting, provided, however, that all other securities, other than the securities to be issued on behalf of the Company, are entirely excluded from such Registration before any Registrable Securities are excluded.

(b) Allocation of Shares in Piggyback Registration. If the Underwriter's Representative limits the number of shares to be included in a Registration pursuant to Section 7.2(b), the number of shares to be included in such Registration and underwriting shall be allocated among the Holders requesting and contractually entitled (without violating Section 13 herein) to include such securities in such Registration, in proportion, as nearly as practicable, to the respective amounts of Registrable Securities which such Holders would otherwise be entitled to include in such Registration. No Registrable Securities or other securities excluded from the underwriting by reason of this Section 7.2(c) shall be included in the Registration Statement.

(c) Withdrawal in Piggyback Registration. If any Holder disapproves of the terms of any such underwriting, such person may elect to withdraw therefrom by written notice to the Company and the Underwriter's Representative delivered at least seven (7) days prior to the effective date of the Registration Statement. Any Registrable Securities or other securities excluded or withdrawn from such underwriting shall be withdrawn from such Registration.

8. Expenses of Registration. Registration Expenses incurred in connection with two Registrations pursuant to Section 6. 1, and four Registrations for Holders of Registrable Securities pursuant to Section 6.2, and unlimited Registrations pursuant to Section 7, shall be borne by the Company. All Registration Expenses incurred in connection with any other Registration, qualification, or compliance, shall be apportioned among the Holders and other holders of the securities so registered on the basis of the number of shares so registered. Notwithstanding the above, the Company shall not be required to pay for any expenses of any Registration proceeding begun pursuant to Section 6 if, for any reason other than as a result of a breach of this Agreement by the Company, the Registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (which Holders shall bear such expenses), unless the Holders of a majority of the Registrable Securities agree to forfeit their right to one demand Registration pursuant to Section 6. All Selling Expenses shall be borne by the holders of the securities Registered pro rata on the basis of the number of shares Registered.

9. Termination of Registration Rights; Delay of Registration.

9.1 Termination. The rights to cause the Company to register securities granted under Sections 6 and 7 of this Agreement and to receive notices pursuant to Section 7 of this Agreement shall terminate, with respect to each Holder, upon the earlier date of: (i) three (3) years after the closing date of the Company's initial underwritten public offering of Common Stock of the Company pursuant to a Registration Statement, or (ii) upon any of the following events: (a) any liquidation, dissolution, or winding up of the Company, whether voluntary or not, (b) the sale, lease, assignment, transfer, conveyance or disposal of all or substantially all of the assets of the Company, (c) the exclusive license of all or substantially all of the material intellectual property rights of the Company, or (d) the acquisition of the Company by means of consolidation, corporate reorganization, merger or other transaction or series of related transactions in which stockholders of the Company immediately prior to such transaction(s) do not own at least a majority of the outstanding voting securities of the successor entity.

9.2 Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of Sections 6-11.

10. Registration Procedures and Obligations. Whenever required under this Agreement to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) Prepare and file with the Commission a Registration Statement with respect to such Registrable Securities and use commercially reasonable efforts to cause such Registration Statement to become effective, and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such Registration Statement effective for up to 120 days (180 days for a Registration Statement on Form S-3); provided, however, that (i) such one hundred twenty (120) day period shall be extended for a period of time equal to the period that the Holder refrains, at the request of an underwriter of Common Stock (or other securities) of the Company, from selling any securities included in such registration, and (ii) in the case of any registration of Registrable Securities on Form S-3 that are intended to be offered on a continuous or delayed basis, subject to compliance with applicable Commission rules, such one hundred twenty (120) day period shall be extended for up to 90 days, if necessary, to keep the Registration Statement effective until all such Registrable Securities are sold].

(b) Prepare and file, as soon as is reasonably practicable, with the Commission, such amendments and supplements to such Registration Statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement.

(c) Furnish to the Holders such numbers of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them.

(d) Register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holders, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business in any jurisdiction where it is not so qualified or to file a general consent to service of process in any such states or jurisdictions, and provided, further, that in the event any jurisdiction in which the securities shall be qualified imposes a non-waivable requirement that expenses incurred in connection with the qualification of the securities be borne by selling shareholders, such expenses shall be payable pro rata by selling shareholders.

(e) In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering. Each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement.

(f) Notify each Holder of Registrable Securities covered by such Registration Statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.

(g) Provide a transfer agent and registrar for all Registrable Securities registered pursuant to such Registration Statement and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration.

(h) Furnish, at the request of any Holder requesting registration of Registrable Securities pursuant to this Agreement, on the date that such Registrable Securities are delivered for sale in connection with a registration pursuant to this Agreement, (i) an opinion, dated such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters (with a copy provided to each holder of Registrable Securities) in an underwritten public offering, and (ii) a letter dated such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters (with a copy provided to each holder of Registrable Securities).

(i) List the Registrable Securities covered by such registration statement with any securities exchange on which the Common Stock of the Company is then listed, or such securities exchange as shall be selected by the Company, or, if the Company fails to make an application to so list within 30 days of a request for the same by the Holders in connection with a Registered public offering involving an underwriting, the Holders may determine the place of listing, subject to qualification by the Company to list its shares thereon.

(j) Notify, as promptly as practicable, each seller of Registrable Securities under such registration statement of (i) the effectiveness of such registration statement or any post-effective amendments thereto, (ii) the filing of any post-effective amendments to such registration statement, (iii) the filing of a supplement to such registration statement, or (iv) the issuance of a stop order with respect to such registration statement.

(k) Make available for inspection upon reasonable notice during the Company's regular business hours by each seller of Registrable Securities, any underwriter participating in any distribution pursuant to such registration statement, and any attorney, accountant, or other agent retained by such seller or underwriter, all material financial and other records, pertinent corporate documents and properties of the Company, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such seller, underwriter, attorney, accountant, or agent in connection with such registration statement.

11. Information Furnished by Holder. It shall be a condition precedent of the Company's obligations under this Agreement that each Holder of Registrable Securities included in any Registration furnish to the Company such information regarding such Holder and the distribution proposed by such Holder or Holders as the Company may reasonably request.

12. Indemnification.

12.1 Company's Indemnification of Holders. To the extent permitted by law, the Company shall indemnify each Holder, each of its officers, directors, and constituent partners, legal counsel for the Holders, and each person controlling such Holder, with respect to which Registration, qualification, or compliance of Registrable Securities has been effected

pursuant to this Agreement, and each underwriter, if any, and each person who controls any underwriter against all claims, losses, damages, liabilities, or actions in respect thereof (collectively, "Damages") to the extent such Damages arise out of or are based upon any untrue statement (or alleged untrue statement) of a material fact contained in any prospectus or other document (including any related Registration Statement) incident to any such Registration, qualification, or compliance, or are based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, Exchange Act, or any state securities law and the Company shall reimburse each such Holder, each such underwriter, and each person who controls any such Holder or underwriter, for any legal and any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability, or action; provided, however, that the indemnity contained in this Section 12.1 shall not apply to amounts paid in settlement of any such Damages if settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld); and provided, further, that the Company shall not be liable in any such case to the extent that any such Damages arise out of or are based upon any untrue statement or omission based upon written information furnished to the Company by such Holder, underwriter, or controlling person and stated to be for use in connection with the offering of securities of the Company.

12.2 Holder's Indemnification of Company. To the extent permitted by law, each Holder shall, severally but not jointly, if Registrable Securities held by such Holder are included in the securities as to which such Registration, qualification or, compliance is being effected pursuant to this Agreement, indemnify the Company, each of its directors and officers, each legal counsel and independent accountant of the Company, each underwriter, if any, of the Company's securities covered by such a Registration Statement, each person who controls the Company or such underwriter within the meaning of the Securities Act, and each other such Holder, each of its officers, directors, and constituent partners, and each person controlling such other Holder, against all Damages arising out of or based upon any untrue statement (or alleged untrue statement) of a material fact contained in any such Registration Statement, prospectus, offering circular, or other document, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation or alleged violation by such Holder of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law, and shall reimburse the Company, such Holders, such directors, officers, partners, persons, law and accounting firms, underwriters, or control persons for any legal and any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability, or action, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such Registration Statement, prospectus, offering circular, or other document in reliance upon and in conformity with written information furnished to the Company by such Holder and stated to be specifically for use in connection with the offering of securities of the Company, provided, however, that the indemnity contained in this Section 12.2 shall not apply to amounts paid in settlement of any such Damages if settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld) and provided, further, that each Holder's liability under this Section 12.2 shall not exceed such Holder's proceeds from the offering of securities (net of the Selling Expenses paid by such Holder) made in connection with such Registration.

12.3 Indemnification Procedure. Promptly after receipt by an indemnified party under this Section 12 of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against an indemnifying party under this Section 12, notify the indemnifying party in writing of the commencement thereof and generally summarize such action. The indemnifying party shall have the right to participate in and to assume the defense of such claim, provided, however, that the indemnifying party shall be entitled to select counsel for the defense of such claim with the approval of any parties entitled to indemnification, which approval shall not be unreasonably withheld; provided further, however, that if either party reasonably determines that there may be a conflict between the position of the Company and the Holders in conducting the defense of such action, suit, or proceeding by reason of recognized claims for indemnity under this Section 12, then counsel for such party shall be entitled to conduct the defense to the extent reasonably determined by such counsel to be necessary to protect the interest of such party with the fees and expenses of such counsel to be paid by the indemnifying party. The failure to notify an indemnifying party promptly of the commencement of any such action, if prejudicial to the ability of the indemnifying party to defend such action, shall relieve such indemnifying party, to the extent so prejudiced, of any liability to the indemnified party under this Section 12, but the omission so to notify the indemnifying party shall not relieve such party of any liability that such party may have to any indemnified party otherwise than under this Section 12.

12.4 Contribution. If the indemnification provided for in this Section 12 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any Damages referred to therein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such Damages in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions that resulted in such Damages as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission, provided, however, that each Holder's liability for contribution shall not exceed such Holder's proceeds from the offering of securities (net of the Selling Expenses paid by such Holder) made in connection with a Registration.

12.5 Conflicts. Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

12.6 Survival of Obligations. The obligations of the Company and Holders under this Section 12 shall survive the completion of any offering of Registrable Securities in a registration statement under this Agreement or otherwise.

13. Limitations on Registration Rights Granted to Other Securities. From and after the date of this Agreement, the Company shall not, without the consent of the Holders of a majority of the Registrable Securities then outstanding, enter into any agreement with any holder or prospective holder of any securities of the Company providing for the granting to such holder of any information or Registration rights.

14. Market Standoff. Each Holder hereby agrees that, if so requested by the Company and the Underwriter's Representative (if any) in connection with the Company's initial public offering, such Holder shall not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise transfer or dispose of any Registrable Securities or other securities of the Company without the prior written consent of the Company and the Underwriter's Representative for such period of time (not to exceed 180 days) following the effective date of a Registration Statement of the Company filed under the Securities Act as may be requested by the Underwriter's Representative provided, however, that all officers, directors and key employees of the Company and stockholders who hold 5% or more of the issued and outstanding securities of the Company, enter into similar agreements. In order to enforce the foregoing covenant, (i) the Company shall have the right to place restrictive legends on the certificates representing the shares subject to this Section 14 and to impose stop transfer instructions with respect to the Registrable Securities and such other shares of stock of each Holder (and the shares or securities of every other person subject to the foregoing restriction) until the end of such period and (ii) the Holder agrees to execute the form of agreement requested by the Company and/or underwriter, subject to the provisions herein contained. Notwithstanding the foregoing, the provisions of this Section 14 shall not apply to any securities issued by the Company that are purchased by Holders on the open market.

All certificates evidencing Convertible Securities and Registrable Securities shall bear such restrictive legends as the Company and the Company's counsel deem necessary or advisable under applicable law or pursuant to this Agreement, including, without limitation, the following:

> "THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFER FOR A PERIOD OF UP TO 180 DAYS FOLLOWING THE EFFECTIVE DATE OF A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR AN OFFERING OF THE COMPANY'S SECURITIES PURSUANT TO THE MARKET STANDOFF PROVISIONS OF AN INVESTOR RIGHTS AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL PURCHASER OF SUCH SECURITIES."

15. Reports Under the Exchange Act. With a view to making available to the Holders the benefits of Rule 144 promulgated under the Securities Act and any other rule or regulation of the Commission that may at any time permit a Holder to sell securities of the Company to the public without Registration or pursuant to a registration on Form S-3, the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144, at all times after 90 days after the effective date of the first Registration Statement filed by the Company for the offering of its securities to the public;

(b) take such action as is necessary to enable the Holders to utilize Form S-3 for the sale of their Registrable Securities, such action to be taken as soon as practicable after the end of the fiscal year in which the first Registration Statement filed by the Company for the offering of its securities to the general public is declared effective;

(c) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(d) furnish to any Holder, so long as the Holder owns any Registrable Securities, promptly upon request (i) a written statement by the Company that it has complied with the reporting requirements of Rule 144 (at any time after 90 days after the effective date of the first Registration Statement filed by the Company), the Securities Act, and the Exchange Act (at any time after it has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the Commission which permits the selling of any such securities without Registration or pursuant to such form.

16. Miscellaneous.

16.1 Successors and Assigns. The rights under this Agreement may be assigned (but only with all related obligations) by a Holder to a transferee of Registrable Securities that (i) is an Affiliate of a Holder; (ii) is a Holder's Immediate Family Member or trust for the benefit of an individual Holder or one or more of such Holder's Immediate Family Members; or (iii) is transferred at least 25% of the Registrable Securities then held by such Holder; provided, however, that (x) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee and the Registrable Securities with respect to which such rights are being transferred; and (y) such transferee agrees in a written instrument delivered to the Company to be bound by and subject to the terms and conditions of this Agreement. The rights and obligations of the Company hereunder may not be assigned under any circumstances. Subject to the foregoing, the terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assignees any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

16.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, excluding those laws that direct the application of the laws of another jurisdiction.

16.3 Headings. The headings of the sections of this Agreement are for convenience and shall not by themselves determine the interpretation of this Agreement.

16.4 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given (i) upon actual delivery to the party to be notified, (ii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iii) one business day after deposit with a recognized overnight courier, specifying next business day delivery, addressed (a) if to an Investor, at the Investor's address set forth on the Schedule of Investors, or at such other address as the Investor shall have furnished to the Company in writing upon 10 days' notice, (b) if to PMC, at PMC's address set forth below, or at such other address as PMC shall have furnished to the Company in writing upon 10 days' notice, or (c) if to the Company, at the following address or at such other address as the Company shall have furnished to PMC and the Investors upon 10 days' notice:

Everbridge, Inc.
505 N. Brand Blvd., Suite 700
Glendale, California 91203
Attention: Chief Executive Officer

With a copy to:

Procopio, Cory, Hargreaves & Savitch LLP
525 B Street, Suite 2200
San Diego, CA 92101
Attention: Roger C. Rappoport, Esq.

If to PMC :

PMC Financial Services Group, LLC
1720 East Wilshire Avenue, 2nd Floor
Santa Ana, California 92705
Attention : Steven Enyeart

A copy of any notice given to the Investors shall also be sent to:

Nixon Peabody LLP
100 Summer Street
Boston, MA 02110
Attention: Gregory M. O'Shaughnessy, Esq.

16.5 Amendment of Agreement and Waivers. Any provision of this Agreement may be amended (or any provisions waived) only by a written instrument signed by the Company and by persons holding at least a majority of the Registrable Securities (voting as a single class on an as-converted to Common Stock basis). Notwithstanding the foregoing, any provision of this Agreement may be waived by the waiving party on such party's own behalf without the consent of any other party. Anything herein to the contrary notwithstanding, the rights of PMC under this Agreement may not be amended, modified or waived, without the prior

written consent of PMC, unless such amendment, modification or waiver affects the rights of PMC under this Agreement in the same and proportional manner and extent as such amendment, modification or waiver affects the rights of the other Holders under this Agreement.

16.6 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

16.7 Additional Investors. Persons who purchase from the Company shares of Series A-1 Preferred after the date of this Agreement and who execute signature pages to this Agreement shall become parties hereto and such persons shall thereby be bound by, and subject to, all of the terms and provisions of this Agreement applicable to a Holder or Investor, and no consent or waiver of any other party hereto, other than the Company, shall be required to add any such additional party. Exhibit A shall be updated to include such additional Investors.

16.8 Amendment and Restatement of Prior Agreement. The Prior Agreement is hereby amended and restated in its entirety. Such amendment and restatement is effective upon execution of this Agreement by the Company and by the holders of a majority of the Registrable Securities (as defined in the Prior Agreement), voting together as a single class on an as-converted to Common Stock basis. Upon such execution, the Prior Agreement shall have no further force or effect.

16.9 Entire Agreement. This Agreement constitutes the entire agreement among the parties with regard to the subject matter hereof and supercedes any and all prior negotiations, correspondence, understandings and agreements among the parties regarding the subject matter hereof.

16.10 Third Parties. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

16.11 Costs and Attorneys' Fees. In the event that any action, suit or other proceeding is instituted concerning or arising out of this Agreement or any transaction contemplated hereunder, the prevailing party shall recover all of such party's costs and attorneys' fees incurred in each such action, suit or other proceeding, including any and all appeals or petitions therefrom.

16.12 Aggregation of Stock. All Registrable Securities held by Affiliated entities or persons shall be aggregated together for purposes of determining the availability of any rights under this Agreement.

16.13 Telecopy Execution and Delivery. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be

considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

16.14 Counterparts. This Agreement may be executed by facsimile and in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all such counterparts together will constitute one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Third Amended and Restated Investor Rights Agreement as of the date first above written.

EVERBRIDGE, INC.
a Delaware corporation

/s/ Cinta Putra
Cinta Putra, Chief Executive Officer

INVESTORS:
(Prior Investors)

ABS VENTURES IX L.P.

By: Calvert Capital V L.L.C.,
its General Partner

By: /s/ Bruns Grayson
Name: Bruns Grayson
Title: Manager

/s/ Cinta Putra
CINTA PUTRA

/s/ Jaime Ellertson
JAIME ELLERTSON

/s/ Roger Rappoport
ROGER RAPPOPORT

INVESTORS:
(Effective Time Holders receiving Series A-1 Preferred in the Merger)

DOLPHIN EQUITY PARTNERS HI, LLC

By: /s/ Richard Brekka
Name: Richard Brekka
Title: Managing Member

BRMR, LLC

By: /s/ Barry Rubenstein
Name: Barry Rubenstein
Title: CEO

DOUGHTY HANSON

SIGNED by)
DOUGHTY HANSON &CO)
TECHNOLOGY II LP) /s/ Irwin Lieber
acting through its General Partner,) IRWIN LIEBER
Doughty Hanson & Co Technology II)
Limited, acting by:)

/s/ Richard Lund
Authorized Signatory Authorized Signatory

SIGNED by)
OFFICERS NOMINEES LIMITED)
acting by:)

/s/ Richard Lund
Authorized Signatory Authorized Signatory

EXHIBIT A

Schedule of Investors
(Prior Investors)

Investor Name and Address	No. Series A Preferred	No. Series A-1 Preferred			
		Purchased 4-2-2009	Purchased 4-20-2010	Additional Closing	Total
ABS Ventures IX L.P. 850 Winter Street Suite 275 Waltham, MA 02451	17,862,140	4,613,610	5,767,012	8,751,852 (Note Conversion 9-9-2011)	36,994,614
Roger Rappoport c/o Procopio, Cory, Hargreaves & Savitch LLP 530 B Street, Suite 2100 San Diego, CA 92101	130,097	—	—		130,097
Jaime Ellertson 36 Thornberry Lane Sudbury, MA 01776	—	—	1,153,402		1,153,402
Eastward Capital Partners IV, L.P. 432 Cherry Street West Newton, Massachusetts 02465 Attention: Mr. David Z. Alpert	—	—	131,487		131,487
Eastward Capital Partners V, L.P. 432 Cherry Street West Newton, Massachusetts 02465 Attention: Mr. David Z. Alpert	—	—	440,599		440,599
Eastward Investors, L.P. 432 Cherry Street West Newton, Massachusetts 02465 Attention: Mr. David Z. Alpert	—	—	4,613		4,613
Cinta Putra c/o Everbridge, Inc. 505 N. Brand Blvd., Suite 700 Glendale, California 91203	—	—	—	988,854 (Note Conversion 1-20-2011)	988,854

Schedule of Investors
(Effective Time Holders receiving Series A-1 Preferred in the Merger)

Name and Address	Number of Shares (Series A-1 Preferred)
Dolphin Equity Partners III, LLC 590 Madison Avenue, 18th Floor New York, NY 10022	
BRMR, LLC 68 Wheatley Road Brookville, NY 11545	
Doughty Hanson 45 Pall Mall London London SW1Y 5JG United Kingdom	
Officers Nominees Limited 45 Pall Mall London London SW1Y 5JG United Kingdom	
Irwin Lieber 8 Applegreen Drive Old Westbury, NY 11568	

Exhibit A

Exhibit 5.1

Cooley

C. Thomas Hopkins
+1 310 883 6417
thopkins@cooley.com

September 6, 2016

Everbridge, Inc.
25 Corporate Drive, Suite 400
Burlington, MA 01803

Ladies and Gentlemen:

We are counsel to Everbridge, Inc., a Delaware corporation (the "***Company***"), in connection with the filing by the Company of a Registration Statement (No. 333-213217) on Form S-1 (the "***Registration Statement***") with the Securities and Exchange Commission, including a related prospectus filed with the Registration Statement (the "***Prospectus***"), covering an underwritten public offering of (i) up to 6,250,000 shares of the Company's common stock, par value $0.001 per share (the "***Common Stock***"), sold by the Company (the "***Company Shares***"), and (ii) up to 2,375,000 shares of Common Stock sold by certain selling stockholders (the "***Stockholder Shares***"), including up to up to 1,125,000 shares of Common Stock sold pursuant to the exercise of an of an over-allotment option granted to the underwriters.

In connection with this opinion, we have examined and relied upon (a) the Registration Statement and related Prospectus, (b) the Company's Amended and Restated Certificate of Incorporation, as amended, and Bylaws, as currently in effect, (c) the Company's Amended and Restated Certificate of Incorporation, filed as Exhibit 3.2 to the Registration Statement and the Company's Amended and Restated Bylaws, filed as Exhibit 3.4 to the Registration Statement, each of which will be in effect upon the closing of the offering contemplated by the Registration Statement, and (d) the originals or copies certified to our satisfaction of such records, documents, certificates, memoranda and other instruments as in our judgment are necessary or appropriate to enable us to render the opinion expressed below. We have assumed the genuineness and authenticity of all documents submitted to us as originals and the conformity to originals of all documents submitted to us as copies. As to certain factual matters, we have relied upon a certificate of an officer of the Company and have not sought independently to verify such matters. Our opinion is expressed only with respect to the General Corporation Law of the State of Delaware. We express no opinion as to whether the laws of any particular jurisdiction are applicable to the subject matter hereof. We are not rendering any opinion as to compliance with any federal or state antifraud law, rule or regulation relating to securities, or to the sale or issuance thereof.

On the basis of the foregoing, and in reliance thereon, we are of the opinion that the Company Shares, when sold and issued against payment therefor as described in the Registration Statement and the related Prospectus, will be validly issued, fully paid and non-assessable, and that the Stockholder Shares have been validly issued and are fully paid and non-assessable.

We consent to the filing of this opinion as an exhibit to the Registration Statement.

We consent to the reference to our firm under the caption “Legal Matters” in the Prospectus included in the Registration Statement and to the filing of this opinion as an exhibit to the Registration Statement.

Sincerely,

Cooley LLP

By: /s/ C. Thomas Hopkins
C. Thomas Hopkins

2008

EQUITY INCENTIVE PLAN

OF

EVERBRIDGE, INC.

Adopted March 12, 2008

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EVERBRIDGE, INC.

2008 EQUITY INCENTIVE PLAN

ADOPTED BY THE BOARD: MARCH 12, 2008
APPROVED BY THE STOCKHOLDERS: MAY 12, 2008
TERMINATION DATE: MARCH 12, 2018

1. GENERAL.

(a) Purposes. The purposes of the Plan are as follows:

(i) To provide additional incentive for selected Employees, Directors and Consultants to further the growth, development and financial success of the Company by providing a means by which such persons can personally benefit through the ownership of capital stock of the Company; and

(ii) To enable the Company to secure and retain key Employees, Directors and Consultants considered important to the long-term success of the Company by offering such persons an opportunity to own capital stock of the Company.

(b) Eligible Stock Award Recipients. The persons eligible to receive Stock Awards under the Plan are the Employees, Directors and Consultants of the Company and its Affiliates.

(c) Available Stock Awards. The following Stock Awards are available under the Plan: (i) Incentive Stock Options; (ii) Nonstatutory Stock Options; (iii) stock bonuses; and (iv) rights to acquire restricted stock.

2. DEFINITIONS.

(a) "**Affiliate**" means:

(i) with respect to Incentive Stock Options, any "parent corporation" or "subsidiary corporation" of the Company, whether now existing or hereafter created or acquired, as those terms are defined in Sections 424(e) and 424(f) of the Code, respectively; and

(ii) with respect to Stock Awards other than Incentive Stock Options, any entity described in paragraph (a) of this Section 2(a), plus any other corporation, limited liability company, partnership or joint venture, whether now existing or hereafter created or acquired, with respect to which the Company beneficially owns more than fifty percent (50%) of: (1) the total combined voting power of all outstanding voting securities or (2) the capital or profits interests of a limited liability company, partnership or joint venture.

(b) "**Award Shares**" means the shares of Common Stock of the Company issued or issuable pursuant to a Stock Award, including Option Shares issued or issuable pursuant to an Option.

(c) "**Board**" means the Board of Directors of the Company.

(d) "**Change in Control**" shall mean:

(i) The direct or indirect sale or transfer, in a single transaction or a series of related transactions, by the stockholders of the Company of voting securities, in which the holders of the outstanding voting securities of the Company immediately prior to such transaction or series of transactions hold, as a result of holding Company securities prior to such transaction, in the aggregate, securities possessing less than twenty percent (20%) of the total combined voting power all outstanding voting securities of the Company or of the acquiring entity immediately after such transaction or series of related transactions;

(ii) A merger or consolidation in which the Company is not the surviving entity, except for a transaction in which the holders of the outstanding voting securities of the Company immediately prior to such merger or consolidation hold as a result of holding Company securities prior to such transaction, in the aggregate, securities possessing more than fifty percent (50%) of the total combined voting power of all outstanding voting securities of the surviving entity (or the parent of the surviving entity) immediately after such merger or consolidation;

(iii) A reverse merger in which the Company is the surviving entity but in which the holders of the outstanding voting securities of the Company immediately prior to such merger hold as a result of holding Company securities prior to such transaction, in the aggregate, securities possessing less than fifty percent (50%) of the total combined voting power of all outstanding voting securities of the Company or of the acquiring entity immediately after such merger; or

(iv) The sale, transfer or other disposition (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company, except for a transaction in which the holders of the outstanding voting securities of the Company immediately prior to such transaction(s) receive as a distribution with respect to securities of the Company, in the aggregate, securities possessing more than fifty percent (50%) of the total combined voting power of all outstanding voting securities of the acquiring entity immediately after such transaction(s).

(e) "**Code**" means the Internal Revenue Code of 1986, as amended.

(f) "**Committee**" means a committee appointed by the Board in accordance with Section 3(c).

(g) "**Common Stock**" means the shares of common stock of the Company.

(h) "**Company**" means Everbridge, Inc., a Delaware corporation.

(i) "**Consultant**" means any natural person, including an advisor, engaged by the Company or an Affiliate to render bona fide services and who is providing such services at the time a Stock Award is granted; provided that the term "Consultant" shall not include a person who provides services in connection with the offer and sale of securities in a capital-raising transaction or in connection with promoting or maintaining a market for the Company's securities.

(j) "**Director**" means a member of the Board.

(k) "**Disability**" means total and permanent disability as defined in Section 22(e)(3) of the Code and as interpreted by the Board in each case.

(l) "**Employee**" means a regular employee of the Company or an Affiliate, including an Officer or Director, who is treated as an employee in the personnel records of the Company or an Affiliate, but not individuals who are classified by the Company or an Affiliate as: (i) leased from or otherwise employed by a third party, (ii) independent contractors, or (iii) intermittent or temporary workers. The Company's or an Affiliate's classification of an individual as an "Employee" (or as not an "Employee") for purposes of this Plan shall not be altered retroactively even if that classification is changed retroactively for another purpose as a result of an audit, litigation or otherwise. Neither service as a Director nor receipt of a director's fee shall be sufficient to make a Director an "Employee."

(m) "**Fair Market Value**" means, as of any date, the value of the Common Stock of the Company determined as follows:

(i) If the Common Stock is then listed or admitted to trading on a Nasdaq market system or a stock exchange which reports closing sale prices, the Fair Market Value shall be the closing sale price on the date of valuation on such Nasdaq market system or principal stock exchange on which the Common Stock is then listed or admitted to trading, or, if no closing sale price is quoted on such day, then the Fair Market Value shall be the closing sale price of the Common Stock on such Nasdaq market system or such exchange on the next preceding day for which a closing sale price is reported;

(ii) If the Common Stock is not then listed or admitted to trading on a Nasdaq market system or a stock exchange which reports closing sale prices, the Fair Market Value shall be the average of the closing bid and asked prices of the Common Stock in the over-the-counter market on the date of valuation; or

(iii) If neither (i) nor (ii) is applicable as of the date of valuation, then the Fair Market Value shall be determined by the Board in good faith using any reasonable method of valuation, which determination shall be conclusive and binding on all interested parties.

(n) "**Incentive Stock Option**" means an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code and the regulations promulgated thereunder.

(o) "Involuntary Termination of Service" means a Termination of Service other than a termination by resignation or a termination for Cause (as defined in the Option Agreement).

(p) "**Nonstatutory Stock Option**" means an Option not intended to qualify as an Incentive Stock Option.

(q) "**Officer**" means any person designated by the Board as an officer.

(r) "**Option**" means a stock option granted pursuant to the Plan.

(s) "**Option Agreement**" means a written agreement between the Company and an Optionee evidencing the terms and conditions of an individual Option grant. Each Option Agreement shall be subject to the terms and conditions of the Plan and any rules and regulations adopted by the Board and incorporated therein.

(t) "**Optionee**" means the Participant to whom an Option is granted or, if applicable, such other person who holds an outstanding Option.

(u) "**Option Shares**" means the shares of Common Stock of the Company issued or issuable pursuant to the exercise of an Option.

(v) "**Participant**" means an Optionee or any other person to whom a Stock Award is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Stock Award.

(w) "**Plan**" means this 2008 Equity Incentive Plan.

(x) "**Securities Act**" means the Securities Act of 1933, as amended.

(y) "**Stock Award**" means any right granted under the Plan, including an Option, a stock bonus and a right to acquire restricted stock.

(z) "**Stock Award Agreement**" means a written agreement, including an Option Agreement, between the Company and a holder of a Stock Award evidencing the terms and conditions of an individual Stock Award grant. Each Stock Award Agreement shall be subject to the terms and conditions of the Plan and any additional rules and regulations adopted by the Board and incorporated therein.

(aa) "**Ten Percent Stockholder**" means a person who owns (or is deemed to own pursuant to Section 424(d) of the Code) stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or of any of its Affiliates.

(bb) "**Termination of Service**" means:

(i) With respect to Stock Awards granted to a Participant in his or her capacity as an Employee, the time when the employer-employee relationship between the Participant and the Company (or an Affiliate) is terminated for any reason, including, without limitation a termination by resignation, discharge, death or retirement;

(ii) With respect to Stock Awards granted to a Participant in his or her capacity as a Director, the time when the Participant ceases to be a Director for any reason, including without limitation a cessation by resignation, removal, failure to be reelected, death or retirement, but excluding cessations where there is a simultaneous or continuing employment of the former Director by the Company (or an Affiliate) and the Board expressly deems such cessation not to be a Termination of Service;

(iii) With respect to Stock Awards granted to a Participant in his or her capacity as a Consultant, the time when the contractual relationship between the Participant and the Company (or an Affiliate) is terminated for any reason; and

(iv) With respect to Stock Awards granted to a Participant in his or her capacity as an Employee, Director or Consultant of an Affiliate, when such entity ceases to qualify as an Affiliate under this Plan, unless earlier terminated as set forth above.

Except as otherwise herein set forth, the Board, in its absolute discretion, shall determine the effect of all other matters and issues relating to a Termination of Service.

3. ADMINISTRATION.

(a) Administration by Board. The Plan shall be administered by the Board unless and until the Board delegates administration to a Committee or an Officer, as provided in Section 3(c) and/or Section 3(d), respectively, below.

(b) Powers of the Board. The Board shall have the power, except as otherwise provided in the Plan:

(i) To determine from time to time (A) which of the persons eligible under the Plan shall be granted Stock Awards; (B) when and how the Stock Awards shall be granted; (C) what type or combination of types of Stock Awards will be granted; (D) the terms and conditions of each Stock Award granted (which need not be identical), including, without limitation, the transferability or repurchase of such Stock Awards or Award Shares issuable thereunder, as applicable, and the circumstances under which Stock Awards become exercisable or vested or are forfeited or expire, which terms may but need not be conditioned upon the passage of time, continued employment, the satisfaction of performance criteria, the occurrence of certain events, or other factors; and (E) the number of Award Shares subject to a Stock Award that shall be granted to a Participant.

(ii) To construe and interpret the Plan and Stock Awards granted under it, and to make exceptions to any such provisions in good faith and for the benefit of the Company, and to establish, amend and revoke rules and regulations for the Plan's administration. The Board, in the exercise of its power, may correct any defect, omission or inconsistency in the Plan or in any Stock Award Agreement in a manner and to the extent it shall deem necessary or expedient to make the Plan fully effective.

(iii) To settle all controversies regarding the Plan and Stock Awards granted under it.

(iv) To accelerate the time at which a Stock Award may first be exercised or the time during which a Stock Award or any part thereof will vest in accordance with the Plan, notwithstanding the provisions in the Stock Award stating the time at which it may first be exercised or the time during which it will vest.

(v) To suspend or terminate the Plan at any time. Suspension or termination of the Plan shall not impair rights and obligations under any Stock Award granted while the Plan is in effect except with the written consent of the affected Participant.

(vi) To submit any amendment to the Plan for stockholder approval.

(vii) To amend the Plan in any respect the Board deems necessary or advisable to provide eligible Employees with the maximum benefits provided or to be provided under the provisions of the Code and the regulations promulgated thereunder relating to Incentive Stock Options or to bring the Plan or Incentive Stock Options granted under it into compliance therewith.

(viii) To amend the terms of any one or more Stock Awards, including, but not limited to, amendments to provide terms more favorable than previously provided in the Stock Award Agreement, subject to any specified limits in the Plan that are not subject to Board discretion; *provided*, *however*, that the rights under any Stock Award shall not be impaired by any such amendment unless (a) the Company requests the consent of the affected Participant, and (b) such Participant consents in writing. Notwithstanding the foregoing, subject to the limitations of applicable law, if any, and without the affected Participant's consent, the Board may amend the terms of any one or more Stock Awards if necessary to maintain the qualified status of the Stock Award as an Incentive Stock Option or to bring the Stock Award into compliance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder.

(ix) To amend the Plan as provided in Section 15.

(x) To prescribe and amend the terms of the agreements or other documents evidencing Stock Awards made under this Plan (which need not be identical).

(xi) To place such restrictions on the sale or other disposition of Award Shares as may be deemed appropriate by the Board.

(xii) To determine whether, and the extent to which, adjustments are required pursuant to Section 10.

(xiii) Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company.

(c) Delegation to a Committee. The Board may delegate administration of the Plan to a committee of the Board composed of not fewer than two (2) members (the "Committee"). If administration is delegated to a Committee, the Committee shall have, in connection with the administration of the Plan, the powers theretofore possessed by the Board (and references in the Plan to the Board shall thereafter be deemed to be references to the Committee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. The Board may abolish the Committee at any time and revest in the Board the administration of the Plan.

(d) Delegation to an Officer. The Board may delegate to one or more Officers of the Company the authority to do one or both of the following (i) designate Employees who are not Officers to be recipients of Stock Awards and the terms thereof, and (ii) determine the number of shares of Common Stock to be subject to Stock Awards granted to such Employees; *provided*, *however*, that the Board resolutions regarding such delegation shall specify the total number of shares of Common Stock that may be subject to the Stock Awards granted by such Officer and that such Officer may not grant a Stock Award to himself or herself. Notwithstanding anything to the contrary in this Section 3(d), the Board may not delegate to an Officer authority to determine the Fair Market Value of the Common Stock as herein contemplated.

(e) Effect of Change in Status. The Board shall have the absolute discretion to determine the effect upon a Stock Award, and upon an individual's status as an Employee, Consultant or Director under the Plan, including whether a Participant shall be deemed to have experienced a Termination of Service or other change in status, and upon the vesting, expiration or forfeiture of a Stock Award or Award Shares issuable in respect thereof, in the case of (i) a Termination of Service for Cause, (ii) any leave of absence approved by the Company or an Affiliate, (iii) any transfer between the Company and any Affiliate or between any Affiliates, (iii) any change in the Participant's status from an Employee to a Consultant or member of the Board of Directors, or vice versa, and (v) any Employee who becomes employed by any partnership, joint venture, corporation or other entity not meeting the requirements of an Affiliate.

(f) Determinations of the Board. All decisions, determinations and interpretations by the Board regarding this Plan shall be final and binding on all Participants or other persons claiming rights under the Plan or any Stock Award. The Board shall consider such factors as it deems relevant to making such decisions, determinations and interpretations including, without limitation, the recommendations or advice of any Director, Officer or Employee of the Company and such attorneys, consultants and accountants as it may select. A Participant or other holder of a Stock Award may contest a decision or action by the Board with respect to such person or Stock Award only on the grounds that such decision or action was arbitrary or capricious or was unlawful, and any review of such decision or action shall be limited to determining whether the Board's decision or action was arbitrary or capricious or was unlawful.

(g) Arbitration. Any dispute or claim concerning any Stock Awards granted (or not granted) pursuant to the Plan or any disputes or claims relating to or arising out of the Plan shall be fully, finally and exclusively resolved by binding and confidential arbitration conducted pursuant to the rules of Judicial Arbitration and Mediation Services, Inc. ("JAMS") in the County of Los Angeles, California. In addition to any other relief, the arbitrator may award to the prevailing party recovery of its attorneys' fees and costs. By accepting a Stock Award, Participants and the Company waive their respective rights to have any such disputes or claims tried by a judge or jury.

4. SHARES SUBJECT TO THE PLAN.

Subject to the provisions of Section 10 relating to adjustments upon changes in stock, the Award Shares that may be issued pursuant to Stock Awards shall not exceed in the aggregate Eighteen Million Five Hundred Fifty-One Thousand Fifty-Five (18,551,055) shares of the

Company's Common Stock. Of such amount, Eighteen Million Five Hundred Fifty-One Thousand Fifty-Five (18,551,055) Award Shares may be issued pursuant to Incentive Stock Options. In the event that (a) all or any portion of any Stock Award granted or offered under the Plan can no longer under any circumstances be exercised or otherwise become vested, or (b) any Award Shares are reacquired by the Company which were initially the subject of a Stock Award Agreement, the Award Shares allocable to the unexercised or unvested portion of such Stock Award, or the Award Shares so reacquired, shall again be available for grant or issuance under the Plan.

5. ELIGIBILITY.

(a) General. Incentive Stock Options may be granted only to Employees; all other Stock Awards may be granted only to Employees, Directors and Consultants. In the event a Participant is both an Employee and a Director, or a Participant is both a Director and a Consultant, the Stock Award Agreement shall specify the capacity in which the Participant is granted the Stock Award; *provided, however*, if the Stock Award Agreement is silent as to such capacity, the Stock Award shall be deemed to be granted to the Participant as an Employee or as a Consultant, as applicable.

(b) Ten Percent Stockholders. A Ten Percent Stockholder shall not be granted an Incentive Stock Option unless the exercise price of such Option is at least one hundred ten percent (110%) of the Fair Market Value of the Common Stock at the date of grant and the Option is not exercisable after the expiration of five (5) years from the date of grant.

(c) Consultants. A Consultant shall not be eligible for the grant of a Stock Award if, at the time of grant, either the offer or the sale of the Company's securities to such Consultant is not exempt under Rule 701 of the Securities Act ("Rule 701") because of the nature of the services that the Consultant is providing to the Company, because the Consultant is not a natural person, or because of any other provision of Rule 701, unless the Company determines that such grant need not comply with the requirements of Rule 701 and will satisfy another exemption under the Securities Act as well as comply with the securities laws of all other relevant jurisdictions.

6. OPTION AGREEMENT PROVISIONS.

Each Option shall be granted pursuant to a written Option Agreement, signed by an Officer of the Company and by the Optionee, which shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. The provisions of separate Option Agreements need not be identical, but each Option Agreement shall include (through incorporation of the provisions hereof by reference in the Option Agreement or otherwise) the substance of each of the following provisions (except to the extent that any such provision indicates it is permissible rather than mandatory):

(a) Term. No Incentive Stock Option shall be exercisable after the expiration of ten (10) years from the date of its grant or such shorter period specified in the Option Agreement; *provided, however*, that an Incentive Stock Option granted to a Ten Percent Stockholder shall be subject to the provisions of Section 5(b).

(b) Exercise Price of an Option. Subject to the provisions of Section 5(b) regarding Incentive Stock Options granted to Ten Percent Stockholders, the exercise price of each Incentive Stock Option shall be not less than the Fair Market Value of the Common Stock subject to the Option on the date the Option is granted. The Board shall determine the exercise price of each Nonstatutory Stock Option. Notwithstanding the foregoing, an Incentive Stock Option may be granted with an exercise price lower than one hundred percent (100%) of the Fair Market Value of the Common Stock subject to the Option if such Incentive Stock Option is granted pursuant to an assumption of or substitution for another option in a manner consistent with the provisions of Section 424(a) of the Code.

(c) Consideration. The purchase price of Common Stock acquired pursuant to the exercise of an Option shall be paid, to the extent permitted by applicable law and as determined by the Board in its sole discretion, by any combination of the methods of payment set forth below. The Board shall have the authority to grant Options that do not permit all of the following methods of payment (or otherwise restrict the ability to use certain methods) and to grant Options that require the consent of the Company to utilize a particular method of payment. The methods of payment permitted by this Section 6(c) are:

(i) by cash or check;

(ii) pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of Common Stock, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds;

(iii) by delivery to the Company (either by actual delivery or attestation) of shares of Common Stock;

(iv) by a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Common Stock issued upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; *provided, however*, that the Company shall accept a cash or other payment from the Participant to the extent of any remaining balance of the aggregate exercise price not satisfied by such reduction in the number of whole shares to be issued; *provided, further, however*, that shares of Common Stock will no longer be outstanding under an Option and will not be exercisable thereafter to the extent that (A) shares are used to pay the exercise price pursuant to the "net exercise," (B) shares are delivered to the Participant as a result of such exercise, and (C) shares are withheld to satisfy tax withholding obligations; or

(v) in any other form of legal consideration that may be acceptable to the Board.

(d) Transferability. The following restrictions on the transferability of Options shall apply:

(i) **Restrictions on Transfer.** An Option shall not be transferable except by will or by the laws of descent and distribution and shall be exercisable during the lifetime of the

Optionee only by the Optionee; provided, however, that the Board may, in its sole discretion, permit transfer of the Option to a revocable trust or as otherwise permitted by Rule 701 of the Securities Act. Notwithstanding the foregoing, however, an Incentive Stock Option shall not be transferable other than by will or the laws of descent and distribution, and shall be exercisable only by the Optionee during the Optionee's lifetime, except as otherwise permitted by the Board and by Sections 421, 422 and 424 of the Code and the regulations and other guidance thereunder.

(ii) **Domestic Relations Orders.** Notwithstanding the foregoing, an Option may be transferred pursuant to a domestic relations order; *provided, however*, that if an Option is an Incentive Stock Option, such Option shall be deemed to be a Nonstatutory Stock Option as a result of such transfer.

(iii) **Beneficiary Designation.** Notwithstanding the foregoing, the Optionee may, by delivering written notice to the Company, in a form provided by or otherwise satisfactory to the Company, designate a third party who, in the event of the death of the Optionee, shall thereafter be the beneficiary of an Option with the right to exercise the Option and receive the Common Stock or other consideration resulting from an Option exercise. In the absence of such a designation, the executor or administrator of the Optionee's estate shall be entitled to exercise the Option and receive the Common Stock or other consideration resulting from an Option exercise.

(e) Vesting. Each Option shall vest and become exercisable in one or more installments, at such time or times and subject to such conditions, including without limitation the achievement of specified performance goals or objectives established with respect to one or more performance criteria, as shall be determined by the Board.

(f) Termination of Service. In the event of the Termination of Service of an Optionee for any reason (other than for "Cause," as defined in a Stock Option Agreement, or upon the Optionee's death or Disability), the Optionee may exercise his or her Option, but only within such period of time as is set forth in the Option Agreement (and in no event later than the expiration of the term of such Option as set forth in the Option Agreement). In the case of an Incentive Stock Option, such exercise period provided in the Option Agreement shall not exceed three (3) months from the date of termination.

(g) Disability of Optionee. In the event of a Termination of Service of an Optionee as a result of the Optionee's Disability, the Optionee may exercise his or her Option within the period specified in the Option Agreement (in no event to exceed twelve (12) months from the date of such termination in the case of an Incentive Stock Option), and only to the extent that the Optionee was entitled to exercise the Option at the date of such termination (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement).

(h) Death of Optionee. In the event that (i) an Optionee's Termination of Service occurs as a result of the Optionee's death, or (ii) an Optionee dies within the period (if any) specified in the Option Agreement after the Optionee's Termination of Service for a reason other than death, then, notwithstanding Section 6(f) above, the Option may be exercised (to the extent the Optionee was entitled to exercise such Option as of the date of death) by the Optionee's estate, by a person who acquired the right to exercise the Option by bequest or inheritance or by

a person designated to exercise the option upon the Optionee's death, but only within the period ending on the earlier of (i) the date that is twelve (12) months after the date of Termination of Service, or (ii) the expiration of the term of such Option as set forth in the Option Agreement.

(i) Termination for Cause. In the event of the Termination of Service of an Optionee for Cause, except as otherwise determined by the Board in the specific situation, all Options granted to such Optionee shall expire as set forth in the Stock Option Agreement.

(j) Extension of Termination Date. An Optionee's Option Agreement may provide that if the exercise of the Option following an Optionee's Termination of Service (other than for Cause or upon the Optionee's death or Disability) would be prohibited at any time solely because the issuance of shares of Common Stock would violate the registration requirements under the Securities Act, then the Option shall terminate on the earlier of (i) the expiration of a period of three (3) months after the termination of the Optionee's Continuous Service during which the exercise of the Option would not be in violation of such registration requirements, or (ii) the expiration of the term of the Option as set forth in the Option Agreement.

(k) Non-Exempt Employees. No Option granted to an Employee that is a non-exempt employee for purposes of the Fair Labor Standards Act of 1938, as amended, shall be first exercisable for any shares of Common Stock until at least six months following the date of grant of the Option. The foregoing provision is intended to operate so that any income derived by a non-exempt employee in connection with the exercise or vesting of an Option will be exempt from his or her regular rate of pay.

(l) Early Exercise. The Option may, but need not, include a provision whereby the Optionee may elect at any time prior to a Termination of Service to exercise the Option as to any part or all of the Option Shares prior to the full vesting of the Option. Any unvested Option Shares so purchased may be subject to an unvested share repurchase option in favor of the Company or to any other restriction the Board determines to be appropriate.

(m) Right of Repurchase. The Option Agreement may, but need not, include a provision whereby the Company may elect to repurchase all or any part of the vested shares of Common Stock acquired by the Optionee pursuant to the exercise of the Option.

(n) Right of First Refusal. The Option Agreement may, but need not, include a provision whereby the Company may elect to exercise a right of first refusal following receipt of notice from the Optionee of the intent to transfer all or any part of the shares of Common Stock received upon the exercise of the Option.

7. PROVISIONS OF STOCK AWARDS OTHER THAN OPTIONS.

(a) Stock Bonus Awards. Each stock bonus agreement shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. The terms and conditions of stock bonus agreements may change from time to time, and the terms and conditions of separate stock bonus agreements need not be identical, but each stock bonus agreement shall include (through incorporation of provisions hereof by reference in the agreement or otherwise) the substance of each of the following provisions (except to the extent that any such provision indicates it is permissible rather than mandatory):

(i) **Consideration.** A stock bonus may be awarded in consideration for past services actually rendered to the Company or an Affiliate for its benefit, provided that the Participant remains eligible to receive Stock Awards hereunder at the time of the award.

(ii) **Vesting.** Award Shares issued pursuant to a stock bonus agreement may, but need not, be subject to a share repurchase option in favor of the Company in accordance with a vesting schedule to be determined by the Board.

(iii) **Termination of Service.** In the event of a Termination of Service, the Company may reacquire any or all of the Award Shares held by the Participant which have or have not vested as of the date of termination under the terms of the stock bonus agreement.

(iv) **Transferability.** Unless otherwise determined by the Board, rights to acquire Award Shares under the stock bonus agreement shall not be transferable except by will or by the laws of descent and distribution, or, to the extent permitted by the Board, to a revocable trust or as otherwise permitted by Rule 701 of the Securities Act.

(b) Restricted Stock Purchase Awards. Each restricted stock purchase agreement shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. The terms and conditions of the restricted stock purchase agreements may change from time to time, and the terms and conditions of separate restricted stock purchase agreements need not be identical, but each restricted stock purchase agreement shall include (through incorporation of provisions hereof by reference in the agreement or otherwise) the substance of each of the following provisions (except to the extent that any such provision indicates it is permissible rather than mandatory):

(i) **Purchase Price.** The purchase price under each restricted stock purchase agreement shall be such amount as the Board shall determine and designate in such restricted stock purchase agreement, including no consideration or such minimum consideration as may be required by applicable law.

(ii) **Consideration.** The purchase price of Common Stock acquired pursuant to the restricted stock purchase agreement, if any, shall be paid either: (a) in cash at the time of purchase; (b) at the discretion of the Board, according to a deferred payment or other similar arrangement with the Participant; or (c) in any other form of legal consideration that may be acceptable to the Board in its discretion.

(iii) **Vesting.** Award Shares acquired under the restricted stock purchase agreement may, but need not, be subject to a share repurchase option in favor of the Company in accordance with a vesting schedule to be determined by the Board.

(iv) **Termination of Service.** In the event of a Participant's Termination of Service, the Company may repurchase or otherwise reacquire any or all of the Award Shares held by the Participant which have or have not vested as of the date of termination under the terms of the restricted stock purchase agreement.

(v) **Transferability.** Unless otherwise determined by the Board, rights to acquire Award Shares under the restricted stock purchase agreement shall not be transferable except by will, by the laws of descent and distribution, or, to the extent permitted by the Board, to a revocable trust or as otherwise permitted by Rule 701 of the Securities Act.

8. COVENANTS OF THE COMPANY.

(a) Availability of Shares. During the terms of the Stock Awards, the Company shall keep available at all times the number of shares of Common Stock required to satisfy such Stock Awards.

(b) Compliance with Laws and Regulations. This Plan, the grant and exercise of Stock Awards thereunder, and the obligation of the Company to sell, issue or deliver Award Shares under such Stock Awards, shall be subject to all applicable federal, state and local laws, rules and regulations and to such approvals by any governmental or regulatory agency as may be required. The Company shall not be required to register in a Participant's name or deliver any Award Shares prior to the completion of any registration or qualification of such Shares under any federal, state or local law or any ruling or regulation of any government body which the Board shall determine to be necessary or advisable. To the extent the Company is unable to or the Board deems it infeasible to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary or advisable for the lawful issuance and sale of any Award Shares hereunder, the Company shall be relieved of any liability with respect to the failure to issue or sell such Award Shares as to which such requisite authority shall not have been obtained. No Option shall be exercisable and no Award Shares shall be issued and/or transferable under any other Stock Award unless a registration statement with respect to the Award Shares underlying such Stock Award is effective and current or the Company has determined that such registration is unnecessary.

9. USE OF PROCEEDS.

Proceeds from the sale of Award Shares shall constitute general funds of the Company and shall be used for general operating capital of the Company.

10. ADJUSTMENTS UPON CHANGE IN COMMON STOCK.

If any change is made in the Common Stock subject to the Plan or subject to any Stock Award without the receipt of consideration by the Company (through merger, consolidation, reorganization, recapitalization, reclassification, stock dividend, dividend in property other than cash, stock split, reverse stock split, liquidating dividend, exchange of shares, change in corporate structure or other distribution of the Company's equity securities), the Plan and all outstanding Stock Awards will be appropriately adjusted in the class and maximum number of shares subject to the Plan and the class and number of shares and price per share of Common Stock subject to outstanding Stock Awards. Such adjustment shall be made by the Board, the determination of which shall be final, binding and conclusive.

11. ADJUSTMENTS UPON CHANGE IN CONTROL.

(a) The Board shall have the discretion to provide in each Stock Award Agreement the terms and conditions that relate to (i) vesting of such Stock Award in the event of a Change in Control, and (ii) assumption of such Stock Award Agreements or issuance of comparable securities under an incentive program in the event of a Change in Control. The aforementioned terms and conditions may vary in each Stock Award Agreement.

(b) If the terms of an outstanding Option Agreement provide for accelerated vesting in the event of a Change in Control, or to the extent that an Option is vested and not yet exercised, the Board in its discretion may provide, in connection with the Change in Control transaction, for the purchase or exchange of each Option for an amount of cash or other property having a value equal to the difference (or "spread") between: (x) the value of the cash or other property that the Optionee would have received pursuant to the Change in Control transaction in exchange for the vested Option Shares issuable upon exercise of the Option had the Option been exercised immediately prior to the Change in Control, and (y) the aggregate exercise price of the vested Option Shares. If in such case the aggregate exercise price of the vested Option Shares is greater than or equal to the value of the cash or other property that the Optionee would have received pursuant to the Change in Control transaction in exchange for the vested Option Shares had the Option been exercised immediately prior to the Change in Control, then the Option shall be cancelled and Optionee shall receive no payment for such Option Shares. Upon such purchase, exchange or cancellation, the Option shall be terminated and Optionee shall have no further rights with respect to such Option.

(c) Outstanding Options shall terminate and cease to be exercisable upon consummation of a Change in Control except to the extent that the Options are assumed by the successor entity (or parent thereof) pursuant to the terms of the Change in Control transaction.

12. ACCELERATION OF EXERCISABILITY AND VESTING.

The Board shall have the power to accelerate the time at which any or all Stock Awards may first be exercised or the time during which any or all Stock Awards or any part thereof will vest in accordance with the Plan, notwithstanding the provisions in any Stock Award stating the time at which it may first be exercised or the time during which it will vest. By approval of the Plan, the Company's stockholders consent to any such accelerations in the Board's sole discretion.

13. DISSOLUTION OR LIQUIDATION.

In the event of a dissolution or liquidation of the Company, then all outstanding Stock Awards shall terminate immediately prior to such event.

14. MISCELLANEOUS.

(a) Stockholder Rights. Neither a Participant nor any person to whom a Stock Award is transferred shall be deemed to be the holder of, or to have any of the rights of a holder with respect to, any Award Shares unless and until such person has satisfied all requirements for exercise of the Stock Award pursuant to its terms and the Company has duly issued a stock certificate for such Award Shares.

(b) No Employment or Other Service Rights. Nothing in the Plan or any Stock Award Agreement shall confer upon any Participant any right to continue to serve the Company or an Affiliate in the capacity in effect at the time the Stock Award was granted or shall affect the right of the Company or an Affiliate to terminate (i) the employment of an Employee with or without notice and with or without Cause; (ii) the service of a Consultant pursuant to the terms of such Consultant's agreement with the Company or an Affiliate; or (iii) the service of a Director pursuant to the Bylaws or Certificate of Incorporation of the Company or an Affiliate, and any applicable provisions of the corporate law of the state in which the Company or the Affiliate is incorporated, as the case may be.

(c) Incentive Stock Option $100,000 Limitation. To the extent that the aggregate Fair Market Value (determined at the time of grant) of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by any Optionee during any calendar year (under all plans of the Company and any Affiliates) exceeds One Hundred Thousand Dollars ($100,000), the Options or portions thereof that exceed such limit (according to the order in which they were granted) shall be treated as Nonstatutory Stock Options, notwithstanding any contrary provision of the applicable Option Agreement(s).

(d) Investment Assurances. The Company may require a Participant, as a condition of exercising an Option or otherwise acquiring Common Stock under any Stock Award, (i) to give written assurances satisfactory to the Company as to the Participant's knowledge and experience in financial and business matters and/or to employ a purchaser representative reasonably satisfactory to the Company who is knowledgeable and experienced in financial and business matters and that he or she is capable of evaluating, alone or together with the purchaser representative, the merits and risks of exercising the Stock Award; and (ii) to give written assurances satisfactory to the Company stating that the Participant is acquiring Common Stock subject to the Stock Award for the Participant's own account and not with any present intention of selling or otherwise distributing the Common Stock. The foregoing requirements, and any assurances given pursuant to such requirements, shall be inoperative if (x) the issuance of the shares upon the exercise or acquisition of Common Stock under the Stock Award has been registered under a then currently effective registration statement under the Securities Act; or (y) as to any particular requirement, a determination is made by counsel for the Company that such requirement need not be met in the circumstances under the then applicable securities laws. The Company may, upon advice of counsel to the Company, place legends on stock certificates issued under the Plan as such counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the Common Stock.

(e) Withholding Obligations. The Company may, in its sole discretion, satisfy any federal, state or local tax withholding obligation relating to a Stock Award by any of the following means (in addition to the Company's right to withhold from any compensation paid to the Participant by the Company) or by a combination of such means: (i) causing the Participant to tender a cash payment; (ii) withholding shares of Common Stock from the shares of Common

Stock issued or otherwise issuable to the Participant in connection with the Stock Award, provided that no shares of Common Stock are withheld with a value exceeding the minimum amount of tax required to be withheld by law (or such lower amount as may be necessary to avoid classification of the Stock Award as a liability); or (iii) by such other method as may be set forth in the Stock Award Agreement.

(f) Compliance with Section 409A of the Code. To the extent applicable, the Plan and Stock Award Agreements shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued or amended after the Effective Date (as defined in Section 17 below). Notwithstanding any provision of the Plan or Stock Award to the contrary, in the event that following the Effective Date the Board determines that any Stock Award may be subject to Section 409A of the Code and related Department of Treasury guidance (including such Department of Treasury guidance as may be issued after the Effective Date), the Board may adopt such amendments to the Plan and the applicable Stock Award Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Board determines are necessary or appropriate to (i) exempt the Stock Award from Section 409A of the Code and/or preserve the intended tax treatment of the benefits provided with respect to the Stock Award; or (ii) comply with the requirements of Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued or amended after the Effective Date.

15. AMENDMENT OF THE PLAN.

(a) In General. The Board at any time, and from time to time, may amend the Plan. However, no amendment shall be effective unless approved by the stockholders of the Company within twelve (12) months before or after the adoption of the amendment where the amendment will:

(i) Increase the number of shares reserved for Stock Awards under the Plan, except as provided in Section 10 relating to adjustments upon changes in Common Stock;

(ii) Modify the requirements as to eligibility for participation in the Plan (to the extent such modification requires stockholder approval in order for the Plan to satisfy the requirements of Section 422 of the Code); or

(iii) Modify the Plan in any other way if such modification requires stockholder approval in order for the Plan to satisfy the requirements of Section 422 of the Code.

(b) Amendment to Maximize Benefits. It is expressly contemplated that the Board may amend the Plan in any respect the Board deems necessary or advisable to provide Participants with the maximum benefits provided or to be provided under the provisions of the Code and the regulations promulgated thereunder relating to Incentive Stock Options and/or to bring the Plan and/or Incentive Stock Options granted under the Plan into compliance therewith.

(c) No Impairment. The rights and obligations under any Stock Award granted before any amendment of the Plan shall not be altered or impaired by such amendment unless the Company requests the consent of the person to whom the Stock Award was granted and such person consents in writing; *provided, however*, that notwithstanding anything to the contrary in this Section 15 or elsewhere in this Plan, no such consent shall be required with respect to any amendment or alteration if the Board determines in its sole discretion that such amendment or alteration either (i) is required or advisable in order for the Company, the Plan or the Stock Award to satisfy or conform to any law or regulation or to meet the requirements of any accounting standard, or (ii) is not reasonably likely to significantly diminish the benefits provided under such Award, or that any such diminishment has been adequately compensated.

16. TERMINATION OR SUSPENSION OF THE PLAN.

(a) Termination or Suspension. The Board may suspend or terminate the Plan at any time. Unless sooner terminated, the Plan shall terminate on March 12, 2018 (which shall be within ten (10) years from the date the Plan is adopted by the Board or approved by the stockholders of the Company, whichever is earlier), and no Stock Awards may be granted under the Plan while the Plan is suspended or after it is terminated, but Stock Awards and Stock Award Agreements then outstanding shall continue in effect in accordance with their respective terms.

(b) No Impairment. Rights and obligations under any Stock Award granted while the Plan is in effect shall not be altered or impaired by suspension or termination of the Plan, except as otherwise provided herein or with the consent of the person to whom the Stock Award was granted.

17. EFFECTIVE DATE OF PLAN.

The Plan shall become effective on March 12, 2008, which is the date that the Plan was adopted by the Board, provided that the stockholders of the Company approve or have approved the Plan within twelve (12) months of such date (the "Effective Date"). No Options granted under the Plan shall be exercised unless and until the Plan has been approved by the stockholders of the Company, and all Stock Awards granted under the Plan shall be rescinded if stockholder approval of the Plan is not obtained within such 12-month period.

18. NON-EXCLUSIVITY OF THE PLAN

Neither the adoption of this Plan by the Board nor the submission of this Plan to the stockholders of the Company for approval shall be construed as creating any limitations on the power of the Board to adopt such other incentive arrangements as either may deem desirable, including, without limitation, the granting of stock options or restricted stock otherwise than under this Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

19. LIABILITY OF THE COMPANY.

The Company and the members of the Board shall not be liable to a Participant or any other persons as to: (a) the non-issuance or non-transfer, or any delay of issuance or transfer, of

any Award Shares which results from the inability of the Company to comply with, or to obtain, or from any delay in obtaining from any regulatory body having jurisdiction, all requisite authority to issue or transfer Award Shares if counsel for the Company deems such authority reasonably necessary for lawful issuance or transfer of any such shares and, in furtherance thereof, appropriate legends may be placed on the stock certificates evidencing Award Shares to reflect such transfer restrictions; and (b) any tax consequence expected, but not realized, by any Participant or other person due to the receipt, exercise or settlement of any Option or other Stock Award granted hereunder.

20. CHOICE OF LAW.

The laws of the State of California shall govern all questions concerning the construction, validity and interpretation of this Plan, without regard to such state's conflict of laws rules.

OPTION AGREEMENT

EVERBRIDGE, INC. 2008 EQUITY INCENTIVE PLAN

(INCENTIVE STOCK OPTION OR NONSTATUTORY STOCK OPTION)

Effective as of May 12, 2008

Pursuant to the Stock Option Grant Notice ("Grant Notice") and this Option Agreement ("Option Agreement"), Everbridge Inc. (the "Company") has granted to Optionee an option under its 2008 Equity Incentive Plan (the "Plan"), to purchase the number of shares of the Company's Common Stock indicated in Optionee's Grant Notice, at the exercise price indicated in such Grant Notice. This Option Agreement is incorporated by reference into and made a part of the Grant Notice. Whenever capitalized terms are used in this Option Agreement, they shall have the meaning specified (i) in the Plan, (ii) in the relevant Grant Notice, or (iii) below, unless the context clearly indicates to the contrary.

The details of the Option granted to Optionee are as follows:

1. Term of Option. Subject to the maximum time limitations in Sections 5(b) and 6(a) of the Plan, the term of the Option shall be the period commencing on the Date of Grant and ending on the Expiration Date (as defined in the Grant Notice), unless terminated earlier as provided herein or in the Plan.

2. Exercise Price. The Exercise Price of the Option granted hereby shall be as provided in the Grant Notice.

3. Exercise of Option.

(a) The Grant Notice sets forth the rate at which the Option Shares shall become subject to purchase ("vest") by Optionee.

(b) In the event of a Change in Control of the Company, except as otherwise may be provided in the Plan or Grant Notice, the vesting of the Option shall not accelerate, and the Option shall terminate if not exercised (to the extent then vested and exercisable) at or prior to such Change in Control.

(c) Optionee shall exercise the Option, to the extent exercisable, in whole or in part, by sending written notice to the Company on a Notice of Exercise in the form attached to the Grant Notice of his or her intention to purchase Option Shares hereunder, together with a check in the amount of the full purchase price of the Option Shares to be purchased, or such other form of payment as permitted by the Grant Notice. Except as otherwise consented to by the Company, Optionee shall not exercise the Option at any one time with respect to less than five percent (5%) of the total Option Shares set forth in the Grant Notice unless Optionee exercises all of the Option then vested and exercisable.

(d) If the Option is an Incentive Stock Option, by Optionee's exercise of the Option, Optionee agrees that he or she will notify the Company in writing within fifteen (15) days after the date of any disposition of any of the shares of the Common Stock issued upon exercise of the Option that occurs within two (2) years after the date of the Date of Grant or within one (1) year after such shares of Common Stock are transferred upon exercise of the Option.

(e) Optionee agrees to complete and execute any additional documents which the Company reasonably requests that Optionee complete in order to comply with applicable federal, state and local securities laws, rules and regulations.

(f) Subject to the Company's compliance with all applicable laws, rules and regulations relating to the issuance of such Option Shares and Optionee's compliance with all the terms and conditions of the Grant Notice, this Option Agreement, and the Plan, the Company shall promptly deliver the Option Shares to Optionee.

(g) Except as otherwise provided herein or in the Plan, the Option may be exercised during the lifetime of Optionee only by Optionee.

(h) In the event that Optionee is an Employee eligible for overtime compensation under the Fair Labor Standards Act of 1938, as amended (i.e., a "Non-Exempt Employee"), Optionee may not exercise his or her Option until the later date (i) that he or she shall have completed at least six (6) months of service to the Company measured from the Date of Grant specified in Optionee's Grant Notice, or (ii) the date set forth in the Grant Notice.

4. Exercise Prior to Vesting ("Early Exercise"). If expressly permitted by the Grant Notice and subject to the provisions of this Option Agreement, Optionee may, at any time that is both (i) prior to a Termination of Service; and (ii) prior to the Expiration Date, elect to exercise all or part of the Option, including the nonvested portion of the Option; provided, however, that:

(a) a partial exercise of the Option shall be deemed to cover first any vested Option Shares and then the earliest vesting installment(s) of unvested Option Shares;

(b) any Option Shares so purchased from installments which have not vested as of the date of exercise shall be subject to a purchase option in favor of the Company, pursuant to an Early Exercise Stock Purchase Agreement in form satisfactory to the Company;

(c) Optionee shall enter into the Early Exercise Stock Purchase Agreement with a vesting schedule that will result in the same vesting as if no early exercise had occurred; and

(d) as provided in the Plan, if the Option is an Incentive Stock Option, to the extent that the aggregate Fair Market Value (determined at the time of grant) of Common Stock with respect to which the Option plus all other Incentive Stock Options held by Optionee are exercisable for the first time during any calendar year (under all plans of the Company and its Affiliates) exceeds One Hundred Thousand Dollars ($100,000), the Options or portions thereof that exceed such limit (according to the order in which they were granted) shall be treated as Nonstatutory Stock Options.

5. Option Not Transferable. The Option granted hereunder shall not be transferable in any manner other than as provided in Section 6(d) of the Plan. More particularly (but without limiting the foregoing), the Option may not be assigned, transferred (except as expressly provided in the Plan), pledged or hypothecated in any way, shall not be assignable by operation of law and shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Option contrary to the provisions hereof, or the levy of any execution, attachment or similar process upon the Option, shall be null and void and without effect.

6. Termination of Option.

(a) To the extent not previously exercised, the Option shall terminate on the Expiration Date; provided, however, that except as otherwise provided in this Section 6, the Option may not be exercised more than sixty (60) days after the Termination of Service of Optionee for any reason (other than for Cause, as defined in the Plan, or upon Optionee's death or Disability). Within such sixty (60)-day period, except as may otherwise be specifically provided in this Option Agreement or any other agreement between Optionee and the Company which has been approved by the Board, Optionee may exercise the Option only to the extent the same was exercisable on the date of such termination and said right to exercise shall terminate at the end of such period.

(b) In the event of the Termination of Service of Optionee as a result of Optionee's Disability, the Option shall be exercisable for a period of six (6) months from the date of such termination, but in no event later than the Expiration Date and only to the extent that the Option was exercisable on the date of such termination.

(c) In the event of the Termination of Service of Optionee as a result of Optionee's death, the Option shall be exercisable by Optionee's estate (or by the person who acquires the right to exercise the Option by will or by the laws of descent and distribution) for a period of twelve (12) months from the date of such termination, but in no event later than the Expiration Date and only to the extent that Optionee was entitled to exercise the Option on the date of death.

(d) In the event of the Termination of Service of Optionee for Cause (as defined below), unless otherwise determined by the Board, (A) the Option shall expire as of the date of the first occurrence giving rise to such termination or upon the Expiration Date, whichever is earlier; (B) Optionee shall have no rights with respect to any unexercised portion of the Option; and (C) any Option Shares issued in respect of the exercise of the Option on or after the date of the first act and/or event constituting Cause shall have occurred shall be deemed to have been issued in respect of an expired option, and shall thereupon be deemed null and void ab initio, and Optionee shall have no claims to, or rights in, any such Option Shares. "Cause" means with respect to Optionee, the occurrence of any of the following events, as reasonably determined by the Board in each case: (i) Optionee's commission of any felony or any crime

involving fraud, dishonesty or moral turpitude under the laws of the United States or any state thereof; (ii) Optionee's commission, or attempted commission, of, or participation in, a fraud or act of dishonesty against the Company or any Affiliate, or any of their respective employees, officers or directors; (iii) Optionee's intentional, material violation of any contract or agreement between the Optionee and the Company or any Affiliate or of any statutory duty owed to the Company or any Affiliate; (iv) Optionee's unauthorized use or disclosure of the Company's or an Affiliate's material confidential information or trade secrets; (v) Optionee's gross misconduct in connection with Optionee's service to the Company or an Affiliate; or (vi) Optionee's failure to promptly return all documents and other tangible items belonging to the Company or its Affiliates in the Participant's possession or control, including all complete or partial copies, recordings, abstracts, notes or reproductions of any kind made from or about such documents or information contained therein, upon a Termination of Service for any reason. "Cause" shall not require that a civil judgment or criminal conviction have been entered against, or guilty plea shall have been made by, Optionee regarding any of the matters referred to in clauses (i) through (vi). Accordingly, the Board shall be entitled to determine "Cause" based on the its good faith belief. If the Optionee is criminally charged with a felony or similar offense, that shall be a sufficient, but not a necessary, basis for such a belief. Unless otherwise specifically provided in the Grant Notice, the foregoing definition of "Cause" shall apply for all purposes relating to the Option, notwithstanding any employment or other agreement by and between Optionee and the Company or any Affiliate thereof that defines a termination on account of "Cause" (or a term having similar meaning). Any determination by the Board that an Optionee's Termination of Service is for Cause may be made following a Termination of Service and shall be communicated by written notice to Optionee within 30 days after a Termination of Service; provided, however, that after such 30-day period, the Board may make a determination that a Termination of Service is for "Cause" based upon clear and convincing evidence subsequently received by the Board, that an event or events constituting Cause have occurred on or prior the date of the Termination of Service and, in such event, any Option Shares issued in respect of the exercise of the Option on or after the date that the first act and/or event constituting Cause shall have occurred, shall be deemed to have been issued in respect of an expired option and shall thereupon be deemed null and void ab initio, and Optionee shall have no claims to, or rights in, any such Option Shares.

(e) Notwithstanding the foregoing, the Option is subject to earlier termination upon a Change in Control, as provided in Section 3(b) above and in Section 11 of the Plan, or upon the dissolution of the Company. If the Option will terminate in connection with a Change in Control, the Company shall provide written notice to Optionee of a proposed transaction constituting a Change in Control, not less than ten (10) days prior to the anticipated effective date of the proposed transaction.

(f) Notwithstanding anything herein to the contrary, no portion of any Option which is not exercisable by Optionee upon the Termination of Service of such Optionee shall thereafter become exercisable, regardless of the reason for such termination, except as may otherwise be specifically provided in this Option Agreement or any other agreement between Optionee and the Company which has been approved by the Board.

7. No Right to Continued Service. The Option does not confer upon Optionee any right to continue as an Employee or Director of, or Consultant to, the Company or an Affiliate, nor does it limit in any way the right of the Company or an Affiliate to terminate Optionee's employment or other relationship with the Company or an Affiliate, at any time, with or without Cause.

8. Right of Repurchase of Option Shares.

(a) In furtherance of, and not in limitation of Section 5, the Option Shares issued pursuant to the Option shall be subject to a right, but not an obligation, of repurchase by the Company and/or its assignee(s) (the "Right of Repurchase"), at the price determined under Section 8(b) below, if prior to the termination of the Right of Repurchase as provided in Section 10(d) below, a Termination of Service occurs for any reason, including as a result of Optionee's death or Disability. Without the Company's prior written consent, Option Shares issued by the Company shall not be transferable by Optionee during the period during which the Right of Repurchase applies, and the Company may take such steps as it deems necessary to ensure compliance with this restriction.

(b) The price per share at which the Company may exercise the Right of Repurchase (the "Repurchase Price") shall be the Fair Market Value of an Option Share on the date the Company exercises its Right of Repurchase, except as otherwise provided in an Early Exercise Stock Purchase Agreement referred to in Section 4.

(c) The Company's Right of Repurchase shall terminate if not exercised by written notice from the Company to Optionee within ninety (90) days after the Termination of Service (or within 90 days after the date of exercise in the case of Option Shares purchased after the Termination of Service). If the Company exercises its Right of Repurchase, it shall give notice thereof to Optionee within such ninety (90)-day period, and, upon receipt of such notice, Optionee shall immediately endorse and deliver to the Company the stock certificate(s) representing the Option Shares being repurchased, and the Company shall then promptly pay, pursuant to the provisions of Section 8(d) below, the total Repurchase Price to Optionee. If the Company exercises its Right of Repurchase, it may exercise its right with respect to all or part of such Option Shares.

(d) The Repurchase Price shall be paid first by cancellation of any obligation for accrued but unpaid interest outstanding under notes issued by Optionee upon purchase of the Option Shares (if any), next by cancellation of principal outstanding under such notes (if any), and finally by payment in cash of the balance due.

(e) In the event the Company does not elect to exercise its Right of Repurchase within the ninety (90)-day period, the Option Shares shall no longer be subject to repurchase by the Company pursuant to this Section 8.

9. Right of First Refusal. Optionee agrees that he or she will not sell or otherwise transfer any Option Shares (including transfer by operation of law) at any time before or after the expiration of the Right of Repurchase and prior to the termination of this Section 9 pursuant to Section 10(d) below unless such Option Shares shall first be offered to the Company as follows:

(a) Optionee shall deliver a notice (the "Notice") to the Company, stating (i) Optionee's bona fide intention to sell or transfer such Option Shares, to a third party purchaser in a bona fide arms length transaction, pursuant to a written agreement in respect thereof; (ii) the number of such Option Shares to be sold or transferred; (iii) the consideration for which Optionee proposes to sell or transfer such Option Shares; (iv) the terms of payment of such consideration and any other terms and conditions of sale; and (v) the name of the proposed purchaser or transferee.

(b) Within sixty (60) days after receipt of the Notice, the Company may elect to purchase any or all of the Option Shares to which the Notice refers, for the consideration per share and upon the terms and conditions specified in the Notice, except as set forth in Section 9(e) below for transfers involving non-cash consideration. If the Company elects not to purchase all such Option Shares, the Company may assign its right to purchase the remaining Option Shares. The Company's assignees may elect, within sixty (60) days after receipt by the Company of the Notice, to purchase any or all Option Shares to which the Notice refers which the Company has not elected to purchase, for the consideration per share and upon the terms and conditions specified in the Notice, except as set forth in Section 9(e) below. An election to purchase shall be made by written notice to Optionee, specifying the number of Option Shares to be purchased. If the Company and/or its assignees elect to purchase the offered Option Shares, they shall complete the purchase within ninety (90) days after receipt by the Company of the Notice, unless a longer period is set forth in the Notice.

(c) If the Company and/or its assignees do not elect to so purchase all of such offered Option Shares within such sixty (60)-day period, Optionee shall have no obligation to transfer such Option Shares to the Company and/or its assignees and Optionee shall have a period of thirty (30) days thereafter to transfer all (but not less than all) of such Option Shares to the transferee referred to in the Notice and for the same consideration and on the other terms as set forth therein; provided, however, that prior to any transfer of such Option Shares, the proposed transferee shall execute and deliver to the Company an agreement with the Company, in form and substance satisfactory to the Company, pursuant to which such transferee agrees to be subject to the relevant provisions of this Option Agreement.

(d) In the event that such Option Shares are not transferred to the transferee referred to in the Notice and in accordance with the terms of this Option Agreement within such 30-day period, the restrictions on transfer provided in this Section 9 shall again become applicable to the Option Shares.

(e) If part or all of the purchase consideration specified in a Notice delivered by Optionee pursuant to this Section 9 is other than cash or purchaser's promissory note or other evidence of indebtedness, the Company and its assignee(s) shall have the right to purchase the Option Shares specified in the Notice for a cash price equal to the Fair Market Value of the number of Option Shares to be so purchased by the Company and/or its assignee(s). The Fair Market Value of any Option Shares shall be as determined in good faith by the Company's Board of Directors.

(f) Notwithstanding anything in this Section 9 or elsewhere in this Agreement to the contrary, if at any time following the exercise of all or a portion of this Option, the Company's Bylaws contain provisions regarding the right of the Company to repurchase its securities from stockholders, then such provisions shall govern the rights of the Company and/or any other party to repurchase shares of the Company's stock from any stockholder, including the Option Shares, and the provisions of this Section 9 shall be inapplicable. Optionee agrees to be bound by all of the provisions of the Bylaws granting the Company a right to repurchase its securities, if any.

10. Other Provisions Regarding Transfer.

(a) Optionee, as a condition for accepting any Option Shares, shall not sell, transfer or pledge any Option Shares subject to the Right of Repurchase described in Section 8 or the right of first refusal described in Section 9 hereof, other than in the manner expressly permitted in this Option Agreement, and any such sale, transfer or pledge of the Option Shares in violation of this Agreement shall be void. The Company shall not be required (i) to transfer on its books any Option Shares which shall have been sold or transferred in violation of any of the provisions set forth in this Option Agreement or (ii) to treat as the owner of such Option Shares or accord the right to vote or pay dividends to any transferee to whom such Option Shares shall have been so transferred.

(b) Notwithstanding anything to the contrary contained herein, Optionee is under no restrictions as to the transfer by him or her of any or all of the issued Option Shares to his or her Related Transferees (as defined herein), provided that each such Related Transferee shall first (i) execute a written consent to be bound by all of the relevant provisions of this Option Agreement in form and substance satisfactory to the Company; and (ii) give a duplicate original of such consent to the Company. The "Related Transferees" of Optionee as used herein shall consist of Optionee's spouse, his or her adult lineal descendants, the adult spouses of his or her lineal descendants and trusts for the benefit of any of the foregoing, Optionee and/or his or her minor lineal descendants. In the event of any transfer by Optionee to his or her Related Transferees of all or any part of the Option Shares (or in the event of any subsequent transfer by any such Related Transferee to another Related Transferee of Optionee), such Related Transferees shall receive and hold the Option Shares subject to the relevant terms of this Option Agreement and Optionee's rights and obligations hereunder as though the Option Shares were still owned by Optionee and shall together with Optionee continue to be deemed to be the "Optionee" for purposes of this Option Agreement, including without limitation restrictions on the transfer of Option Shares. There shall be no further transfer of the Option Shares by a Related Transferee except between and among such Related Transferee, the Optionee and other Related Transferees of Optionee, or except as permitted by this Option Agreement. The Company advises Optionee to seek independent tax counsel prior to transferring any Option Shares to any Related Transferee.

(c) Optionee hereby grants to the Company a security interest in the Option Shares for the purpose of ensuring that a transfer in violation of the restrictions set forth in Sections 8, 9 and 10 of this Agreement does not occur. In furtherance of such security interest, the Company may, at its option, retain the certificate(s) evidencing the Option Shares, together with stock assignments executed in blank by Optionee, until such transfer restrictions terminate in accordance with Section 10(d). Optionee hereby grants to any officer(s) of the Company the power of attorney to cause the Option Shares to be transferred on the books of the Company in the event the Company and/or its assignees repurchase some or all of the Option Shares in accordance with this Option Agreement.

(d) The transfer restrictions provided in Sections 8, 9 and 10 hereof may be terminated on such conditions as the Board may determine in its sole discretion.

11. Notice of Tax Election. If Optionee makes any tax election relating to the treatment of the Option Shares under the Internal Revenue Code of 1986, as amended, Optionee shall promptly notify the Company of such election.

12. Market Stand-Off.

(a) By Optionee exercising his or her Option, Optionee agrees not to sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any shares of Common Stock or other securities of the Company held by Optionee, for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as necessary to permit compliance with NASD Rule 2711 and similar or successor regulatory rules and regulations (the "Lock-Up Period"); provided, however, that nothing contained in this section shall prevent the exercise of a repurchase option, if any, in favor of the Company during the Lock-Up Period. Optionee further agrees to execute and deliver such other agreements as may be reasonably requested by the Company and/or the underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to Optionee's shares of Common Stock until the end of such period. The underwriters of the Company's stock are intended third party beneficiaries of this Section 12(a) and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

(b) In order to enforce the provisions of this Section 12, the Company may impose stop-transfer instructions with respect to the Option Shares until the end of the applicable Lock-Up Period.

13. Acknowledgments of Optionee. Optionee acknowledges and agrees that:

(a) Although the Company has made a good faith attempt to qualify the Option as an incentive stock option within the meaning of Sections 421, 422 and 424 of the Code (if the Grant Notice provides that the Option is an Incentive Stock Option), the Company does not warrant that the Option granted herein constitutes an "incentive stock option" within the meaning of such sections, or that the transfer of Option Shares will be treated for federal income tax purposes as specified in Section 421 of the Code.

(b) In the event the Option is not an incentive stock option within the meaning of Sections 421, 422 and 424 of the Code (whether or not the Grant Notice provides that the Option is an Incentive Stock Option) and it is determined that the per share Exercise Price of the Option (as set forth in the Notice of Grant of Option) is less than the fair market value of a share of the Company's Common Stock as of the date of grant of the Option, Optionee could have deferred compensation pursuant to Section 409A of the Code in an amount equal to the difference between the fair market value of a share of the Company's Common Stock as of the date that the Option vests and the per share Exercise Price multiplied by the number of Option Shares then vesting (the "spread"). As a result, because the Option likely will not be compliant with the rules in respect of deferred compensation under Section 409A, Optionee could have taxable income (taxed at ordinary income tax rates) in an amount equal to the spread on each vesting date. Optionee would also incur a tax equal to 20% of the spread (and to the extent that Optionee is a California resident, Optionee could incur an additional tax equal to 20% of the spread). The Company does not warrant that the Exercise Price of the Option is equal to or greater than the fair market value of the Common Stock as of the date of grant. Because the issues relating to Section 409A are complex, the Company recommends that Optionee consult with his or her tax advisors as to the possible tax consequences arising from the grant of the Option.

(c) Optionee shall notify the Company in writing within fifteen (15) days of each disposition (including a sale, exchange, gift or a transfer of legal title) of the Option Shares made within three years after the issuance of such Option Shares.

(d) If the Grant Notice provides that the Option is an Incentive Stock Option, Optionee understands that if, among other things, he or she disposes of any Option Shares granted within two years of the granting of the Option to him or her or within one year of the issuance of such shares to him or her, then such Option Shares will not qualify for the beneficial treatment which Optionee might otherwise receive under Sections 421 and 422 of the Code.

(e) Optionee and his or her transferees shall have no rights as a shareholder with respect to any Option Shares until the date of the issuance of a stock certificate evidencing such Option Shares. No adjustment shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to the date such stock certificate is issued, except as provided in Section 10 of the Plan.

(f) All certificates representing the Option Shares shall have endorsed thereon the following legends, the provisions of which are hereby incorporated into this Option Agreement by this reference, and such other legends as the Company deems necessary or appropriate:

THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES

LAWS OF ANY STATE AND HAVE BEEN ISSUED AND SOLD PURSUANT TO AN EXEMPTION FROM THE ACT AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED BY THE HOLDERS THEREOF AT ANY TIME EXCEPT (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FILED UNDER THE ACT COVERING THE SECURITIES, OR (2) IF, IN THE REASONABLE OPINION OF COUNSEL TO THE CORPORATION, SUCH SHARES MAY BE TRANSFERRED WITHOUT SUCH REGISTRATION.

IN ADDITION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF REPURCHASE AND RIGHT OF FIRST REFUSAL OPTION IN FAVOR OF THE CORPORATION, AND THE SALE, TRANSFER OR HYPOTHECATION OF THE SECURITIES REPRESENTED HEREBY IS RESTRICTED BY THE PROVISIONS OF A STOCK OPTION AGREEMENT ENTERED INTO BY THE CORPORATION AND THIS STOCKHOLDER, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE CORPORATION AND ALL OF THE PROVISIONS OF WHICH ARE INCORPORATED HEREIN.

14. Investment Representations. As an inducement to the Company to grant the Option and issue the Option Shares to Optionee, Optionee hereby makes the following representations and warranties, and authorizes the Company to rely upon the same:

(a) Optionee will acquire the Option Shares for investment for his or her own account, not for resale, without any intention of or view toward or for participating, directly or indirectly, in a distribution of the Option Shares or any portion thereof.

(b) Optionee understands that an investment in the Company is speculative, that any possible profits therefrom are uncertain, and that he or she must bear the economic risks of the investment in the Company for an indefinite period of time.

(c) Optionee understands that the Option Shares have not been registered under the Securities Act in reliance on the exemption provided by Rule 701 promulgated thereunder for compensatory benefit plans; and that the Option Shares have not been registered or qualified under the “blue sky” laws of any state.

(d) Optionee understands that the Option Shares may have to be held indefinitely unless they are subsequently registered under the Securities Act and qualified or registered under other applicable securities laws, rules and regulations, which is unlikely, or unless an exemption from such qualification or registration is available.

(e) Optionee understands and agrees that (i) the legends set forth in Section 13(f) hereof will be placed on the certificate(s) evidencing the Option Shares and, except as otherwise herein provided for, on certificate(s) issued to transferees; (ii) the stock records of the Company will be noted with respect to such restrictions; (iii) the Company will not be under any obligation to register the Option Shares or to comply with any exemption available for sale of the Option Shares without registration; and (iv) the information or conditions necessary to permit routine sales of securities of the Company under Rule 144 of the Securities Act are not now available and it is not likely that they will become available in the foreseeable future.

(f) Optionee is a bona fide resident and domiciliary of, not a temporary transient resident of, and has his or her principal residence in, the state or other jurisdiction set forth under Optionee's signature in the Grant Notice, and Optionee does not have any present intention of moving his or her principal residence from such state or jurisdiction.

15. Withholding Obligations. Whenever Option Shares are to be issued under the Option Agreement, the Company shall have the right to require Optionee to remit to the Company an amount sufficient to satisfy federal, state and local withholding tax requirements prior to issuance and/or delivery of any certificate or certificates for such Option Shares.

16. No Obligation to Notify. The Company shall have no duty or obligation to Optionee to advise Optionee as to the time or manner of exercising the Option. Furthermore, except as specifically set forth herein or in the Plan, the Company shall have no duty or obligation to warn or otherwise advise Optionee of a pending termination or expiration of the Option or a possible period in which the Option may not be exercised. The Company has no duty or obligation to minimize the tax consequences of the Option granted to Optionee.

17. Miscellaneous.

(a) This Option Agreement shall bind and inure to the benefit of the parties' heirs, legal representatives, successors and permitted assigns.

(b) This Option Agreement, the Grant Notice and the Plan, constitute the entire agreement between the parties pertaining to the subject matter contained herein and they supersede all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Option Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Option Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. In the event there exists any conflict or discrepancy between any of the terms in the Plan and this Option Agreement, the terms of the Plan shall be controlling. A copy of the Plan has been delivered to Optionee and also may be inspected by Optionee at the principal office of the Company.

(c) By execution of the Grant Notice and delivery of a Notice of Exercise to the Company in connection with the exercise of the Option, as provided in Section 3 above, Optionee consents to the delivery of any notice to the stockholders given by the Company in the form of an electronic transmission, pursuant to, and as described in, Section 232 of the Delaware General Corporation Law.

(d) Should any portion of the Plan, the Grant Notice or this Option Agreement be declared invalid and unenforceable, then such portion shall be deemed to be severable from this Option Agreement and shall not affect the remainder hereof.

(e) All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at its principal executive office, and to Optionee at the address set forth in the Option Agreement, or at such other address as the Company or Optionee may designate by ten (10) days advance written notice to the other party hereto.

(f) Any dispute or claim concerning the Option Agreement or the Plan or any disputes or claims relating to or arising out of the Option Agreement or the Plan shall be fully, finally and exclusively resolved by binding and confidential arbitration conducted pursuant to the rules of Judicial Arbitration and Mediation Services, Inc. ("JAMS") in the County of San Diego, California. In addition to any other relief, the arbitrator may award to the prevailing party recovery of its attorneys' fees and costs. By executing the Option Agreement, the Company and Optionee waive their respective rights to have any such disputes or claims tried by a judge or jury.

(g) This Option Agreement shall be construed according to the laws of the State of California. This Option Agreement is made and entered into in San Diego County, California.

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ATTACHMENT III

NOTICE OF EXERCISE

EVERBRIDGE, INC.
500 N. Brand Blvd., Suite 1000
Glendale, CA 91203

Date of Exercise:

Ladies and Gentlemen:

This constitutes notice under my stock option that I elect to purchase the number of shares for the price set forth below.

Type of option (check one):	Incentive ☐	Nonstatutory ☐
Stock option dated:		
Number of shares as to which option is exercised:		
Certificates to be issued in name of:		
Total exercise price:	$	
Cash or check payment delivered herewith:	$	

By this exercise, I agree (i) to provide such additional documents as you may require pursuant to the terms of the 2008 Equity Incentive Plan, (ii) to provide for the payment by me to you (in the manner designated by you) of your withholding obligation, if any, relating to the exercise of this option, and (iii) if this exercise relates to an incentive stock option, to notify you in writing within fifteen (15) days after the date of any disposition of any of the shares of Common Stock issued upon exercise of this option that occurs within two (2) years after the date of grant of this option or within one (1) year after such shares of Common Stock are issued upon exercise of this option.

I hereby make the following certifications and representations with respect to the number of shares of Common Stock of the Company listed above (the "Shares"), which are being acquired by me for my own account upon exercise of the Option as set forth above:

I acknowledge that the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and are deemed to constitute "restricted securities" under Rule 701 and Rule 144 promulgated under the Securities Act. I warrant and represent to the Company that I have no present intention of distributing or selling said Shares, except as permitted under the Option Agreement (as defined in the Stock Option Grant Notice executed by me), Securities Act and any applicable state securities laws.

I further acknowledge that I will not be able to resell the Shares except as otherwise permitted in the Option Agreement, and for at least ninety days (90) after the stock of the

Company becomes publicly traded (*i.e.*, subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934) under Rule 701 and that more restrictive conditions apply to affiliates of the Company under Rule 144.

I further acknowledge that all certificates representing any of the Shares subject to the provisions of the Option shall have endorsed thereon appropriate legends reflecting the foregoing limitations, as well as any legends reflecting restrictions pursuant to the Option Agreement, the Company's Certificate of Incorporation, Bylaws and/or applicable securities laws.

I further agree that, if required by the Company (or a representative of the underwriters) in connection with the first underwritten registration of the offering of any securities of the Company under the Securities Act, I will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any shares of Common Stock or other securities of the Company for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as necessary to permit compliance with NASD Rule 2711 and similar or successor regulatory rules and regulations (the "Lock Up Period"). I further agree to execute and deliver such other agreements as may be reasonably requested by the Company and/or the underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such period.

Very truly yours,

_____

EVERBRIDGE, INC.

2016 EQUITY INCENTIVE PLAN

ADOPTED BY THE BOARD OF DIRECTORS: [____], 2016
APPROVED BY THE STOCKHOLDERS: [____], 2016
EFFECTIVE DATE: [____], 2016

1. GENERAL.

(a) Successor to and Continuation of Prior Plan. The Plan is intended as the successor to and continuation of the Everbridge, Inc. 2011 Stock Option and Grant Plan, as amended (the "***Prior Plan***"). From and after 12:01 a.m. Eastern Time on the Effective Date, no additional stock awards may be granted under the Prior Plan. All Awards granted on or after 12:01 a.m. Eastern Time on the Effective Date will be granted under this Plan. All stock awards granted under the Prior Plan will remain subject to the terms of the Prior Plan.

(i) Any shares that would otherwise remain available for future grants under the Prior Plan as of 12:01 a.m. Eastern Time on the Effective Date (the "***Prior Plan's Available Reserve***") will cease to be available under the Prior Plan at such time. Instead, that number of shares of Common Stock equal to the Prior Plan's Available Reserve will be added to the Share Reserve (as further described in Section 3(a) below) and be then immediately available for grants and issuance pursuant to Stock Awards hereunder, up to the maximum number set forth in Section 3(a) below.

(ii) In addition, from and after 12:01 a.m. Eastern Time on the Effective Date, any shares subject to outstanding stock awards granted under the Prior Plan that would, but for the operation of this sentence, subsequently return to the share reserve of the Prior Plan under its terms (the "***Returning Shares***") will not return to the reserve of the Prior Plan, and instead that number of shares of Common Stock equal to the Returning Shares will be added to the Share Reserve (as further described in Section 3(a) below) as and when the share becomes a Returning Share, up to the maximum number set forth in Section 3(a) below.

(b) Eligible Award Recipients. Employees, Directors and Consultants are eligible to receive Awards.

(c) Available Awards. The Plan provides for the grant of the following types of Awards: (i) Incentive Stock Options, (ii) Nonstatutory Stock Options, (iii) Stock Appreciation Rights (iv) Restricted Stock Awards, (v) Restricted Stock Unit Awards, (vi) Performance Stock Awards, (vii) Performance Cash Awards, and (viii) Other Stock Awards.

(d) Purpose. The Plan, through the granting of Awards, is intended to help the Company secure and retain the services of eligible award recipients, provide incentives for such persons to exert maximum efforts for the success of the Company and any Affiliate and provide a means by which the eligible recipients may benefit from increases in value of the Common Stock.

2. ADMINISTRATION.

(a) Administration by Board. The Board will administer the Plan. The Board may delegate administration of the Plan to a Committee or Committees, as provided in Section 2(c).

(b) Powers of Board. The Board will have the power, subject to, and within the limitations of, the express provisions of the Plan:

(i) To determine (A) who will be granted Awards; (B) when and how each Award will be granted; (C) what type of Award will be granted; (D) the provisions of each Award (which need not be identical), including when a person will be permitted to exercise or otherwise receive cash or Common Stock under the Award; (E) the number of shares of Common Stock subject to, or the cash value of, an Award; and (F) the Fair Market Value applicable to a Stock Award.

(ii) To construe and interpret the Plan and Awards granted under it, and to establish, amend and revoke rules and regulations for administration of the Plan and Awards. The Board, in the exercise of these powers, may correct any defect, omission or inconsistency in the Plan or in any Award Agreement or in the written terms of a Performance Cash Award, in a manner and to the extent it will deem necessary or expedient to make the Plan or Award fully effective.

(iii) To settle all controversies regarding the Plan and Awards granted under it.

(iv) To accelerate, in whole or in part, the time at which an Award may be exercised or vest (or at which cash or shares of Common Stock may be issued).

(v) To suspend or terminate the Plan at any time. Except as otherwise provided in the Plan (including subsection (viii) below) or an Award Agreement, suspension or termination of the Plan will not impair a Participant's rights under his or her then-outstanding Award without his or her written consent.

(vi) To amend the Plan in any respect the Board deems necessary or advisable, including, without limitation, by adopting amendments relating to Incentive Stock Options and certain nonqualified deferred compensation under Section 409A of the Code and/or to make the Plan or Awards granted under the Plan compliant with the requirements for Incentive Stock Options or exempt from or compliant with the requirements for nonqualified deferred compensation under Section 409A of the Code, subject to the limitations, if any, of applicable law. However, if required by applicable law or listing requirements, and except as provided in Section 9(a) relating to Capitalization Adjustments, the Company will seek stockholder approval of any amendment of the Plan that (A) materially increases the number of shares of Common Stock available for issuance under the Plan, (B) materially expands the class of individuals eligible to receive Awards under the Plan, (C) materially increases the benefits accruing to Participants under the Plan, (D) materially reduces the price at which shares of Common Stock may be issued or purchased under the Plan, (E) materially extends the term of the Plan, or (F) materially expands the types of Awards available for issuance under the Plan.

(vii) To submit any amendment to the Plan for stockholder approval, including, but not limited to, amendments to the Plan intended to satisfy the requirements of (A) Section 162(m) of the Code regarding the exclusion of performance-based compensation from the limit on corporate deductibility of compensation paid to Covered Employees, (B) Section 422 of the Code regarding incentive stock options or (C) Rule 16b-3.

(viii) To approve forms of Award Agreements for use under the Plan and to amend the terms of any one or more Awards, including, but not limited to, amendments to provide terms more favorable to the Participant than previously provided in the Award Agreement, subject to any specified limits in the Plan that are not subject to Board discretion; *provided however*, that a Participant's rights under any Award will not be impaired by any such amendment unless (A) the Company requests the consent of the affected Participant, and (B) such Participant consents in writing. Notwithstanding the foregoing, (1) a Participant's rights will not be deemed to have been impaired by any such amendment if the Board, in its sole discretion, determines that the amendment, taken as a whole, does not materially impair the Participant's rights, and (2) subject to the limitations of applicable law, if any, the Board may amend the terms of any one or more Awards without the affected Participant's consent (A) to maintain the qualified status of the Award as an Incentive Stock Option under Section 422 of the Code; (B) to change the terms of an Incentive Stock Option, if such change results in impairment of the Award solely because it impairs the qualified status of the Award as an Incentive Stock Option under Section 422 of the Code; (C) to clarify the manner of exemption from, or to bring the Award into compliance with, Section 409A of the Code; or (D) to comply with other applicable laws or listing requirements.

(ix) Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company and that are not in conflict with the provisions of the Plan or Awards.

(x) To adopt such procedures and sub-plans as are necessary or appropriate to permit participation in the Plan by Employees, Directors or Consultants who are foreign nationals or employed outside the United States (provided that Board approval will not be necessary for immaterial modifications to the Plan or any Award Agreement that are required for compliance with the laws of the relevant foreign jurisdiction).

(xi) To effect, with the consent of any adversely affected Participant, (A) the reduction of the exercise, purchase or strike price of any outstanding Stock Award; (B) the cancellation of any outstanding Stock Award and the grant in substitution therefor of a new (1) Option or SAR, (2) Restricted Stock Award, (3) Restricted Stock Unit Award, (4) Other Stock Award, (5) cash and/or (6) other valuable consideration determined by the Board, in its sole discretion, with any such substituted award (x) covering the same or a different number of shares of Common Stock as the cancelled Stock Award and (y) granted under the Plan or another equity or compensatory plan of the Company; or (C) any other action that is treated as a repricing under generally accepted accounting principles.

(c) Delegation to Committee.

(i) General. The Board may delegate some or all of the administration of the Plan to a Committee or Committees. If administration of the Plan is delegated to a Committee, the Committee will have, in connection with the administration of the Plan, the powers theretofore possessed by the Board that have been delegated to the Committee, including the power to delegate to a subcommittee of the Committee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board will thereafter be construed as being to the Committee or subcommittee). Any delegation of administrative powers will be reflected in resolutions, not inconsistent with the provisions of the Plan, adopted from time to time by the Board or Committee (as applicable). The Committee may, at any time, abolish the subcommittee and/or revest in the Committee any powers delegated to the subcommittee. The Board may retain the authority to concurrently administer the Plan with the Committee and may, at any time, revest in the Board some or all of the powers previously delegated.

(ii) Section 162(m) and Rule 16b-3 Compliance. The Committee may consist solely of two or more Outside Directors, in accordance with Section 162(m) of the Code, or solely of two or more Non-Employee Directors, in accordance with Rule 16b-3.

(d) Delegation to an Officer. The Board may delegate to one or more Officers the authority to do one or both of the following: (i) designate Employees who are not Officers to be recipients of Options and SARs (and, to the extent permitted by applicable law, other Stock Awards) and, to the extent permitted by applicable law, the terms of such Awards, and (ii) determine the number of shares of Common Stock to be subject to such Stock Awards granted to such Employees; *provided*, *however*, that the Board resolutions regarding such delegation will specify the total number of shares of Common Stock that may be subject to the Stock Awards granted by such Officer and that such Officer may not grant a Stock Award to himself or herself. Any such Stock Awards will be granted on the form of Award Agreement most recently approved for use by the Committee or the Board, unless otherwise provided in the resolutions approving the delegation authority. The Board may not delegate authority to an Officer who is acting solely in the capacity of an Officer (and not also as a Director) to determine the Fair Market Value pursuant to Section 13(y)(iii) below.

(e) Effect of Board's Decision. All determinations, interpretations and constructions made by the Board in good faith will not be subject to review by any person and will be final, binding and conclusive on all persons.

3. SHARES SUBJECT TO THE PLAN.

(a) Share Reserve. Subject to Section 9(a) relating to Capitalization Adjustments, and the following sentence regarding the annual increase, the aggregate number of shares of Common Stock that may be issued pursuant to Stock Awards will not exceed 3,893,118 shares (the "***Share Reserve***"), which number is the sum of (i) 2,000,000 new shares, *plus* (ii) the number of shares subject to the Prior Plan's Available Reserve, in an amount not to exceed 42,934 shares, *plus* (iii) the number of shares that are Returning Shares, as such shares become available from time to time, in an amount not to exceed 1,850,184 shares. In addition, the Share

Reserve will automatically increase on January 1st of each year, for a period of not more than ten years, commencing on January 1st of the year following the year in which the IPO Date occurs and ending on (and including) January 1, 2025, in an amount equal to 3% of the total number of shares of Common Stock outstanding on December 31st of the preceding calendar year. Notwithstanding the foregoing, the Board may act prior to January 1st of a given year to provide that there will be no January 1st increase in the Share Reserve for such year or that the increase in the Share Reserve for such year will be a lesser number of shares of Common Stock than would otherwise occur pursuant to the preceding sentence. Notwithstanding the foregoing, the Board may act prior to January 1st of a given year to provide that there will be no January 1st increase in the Share Reserve for such year or that the increase in the Share Reserve for such year will be a lesser number of shares of Common Stock than would otherwise occur pursuant to the preceding sentence.

For clarity, the Share Reserve in this Section 3(a) is a limitation on the number of shares of Common Stock that may be issued pursuant to the Plan. Accordingly, this Section 3(a) does not limit the granting of Stock Awards except as provided in Section 7(a). Shares may be issued in connection with a merger or acquisition as permitted by NASDAQ Listing Rule 5635(c) or, if applicable, NYSE Listed Company Manual Section 303A.08, AMEX Company Guide Section 711 or other applicable rule, and such issuance will not reduce the number of shares available for issuance under the Plan.

(b) Reversion of Shares to the Share Reserve. If a Stock Award or any portion thereof (i) expires or otherwise terminates without all of the shares covered by such Stock Award having been issued or (ii) is settled in cash (*i.e.*, the Participant receives cash rather than stock), such expiration, termination or settlement will not reduce (or otherwise offset) the number of shares of Common Stock that may be available for issuance under the Plan. If any shares of Common Stock issued pursuant to a Stock Award are forfeited back to or repurchased by the Company because of the failure to meet a contingency or condition required to vest such shares in the Participant, then the shares that are forfeited or repurchased will revert to and again become available for issuance under the Plan. Any shares reacquired by the Company in satisfaction of tax withholding obligations on a Stock Award or as consideration for the exercise or purchase price of a Stock Award will again become available for issuance under the Plan.

(c) Incentive Stock Option Limit. Subject to the Share Reserve and Section 9(a) relating to Capitalization Adjustments, the aggregate maximum number of shares of Common Stock that may be issued pursuant to the exercise of Incentive Stock Options will be 6,000,000 shares of Common Stock.

(d) Section 162(m) Limitations. Subject to the Share Reserve and Section 9(a) relating to Capitalization Adjustments, at such time as the Company may be subject to the applicable provisions of Section 162(m) of the Code, the following limitations will apply.

(i) A maximum of 400,000 shares of Common Stock subject to Options, SARs and Other Stock Awards whose value is determined by reference to an increase over an exercise or strike price of at least 100% of the Fair Market Value on the date any such Stock Award is granted may be granted to any Participant during any calendar year.

(ii) A maximum of 250,000 shares of Common Stock subject to Performance Stock Awards may be granted to any one Participant during any one calendar year (whether the grant, vesting or exercise is contingent upon the attainment during the Performance Period of the Performance Goals).

(iii) A maximum of $500,000 may be granted as a Performance Cash Award to any one Participant during any one calendar year.

If a Performance Stock Award is in the form of an Option, it will count only against the Performance Stock Award limit. If a Performance Stock Award could be paid out in cash, it will count only against the Performance Stock Award limit.

(e) Limitation on Grants to Non-Employee Directors. The maximum number of shares of Common Stock subject to Stock Awards granted under the Plan or otherwise during any one fiscal year to any Non-Employee Director, taken together with any cash fees paid by the Company to such Non-Employee Director during such fiscal year for service as a Non-Employee Director, will not exceed $250,000 in total value (calculating the value of any such Stock Awards based on the grant date fair value of such Stock Awards for financial reporting purposes). The Board may make exceptions to the limit in this Section 3(e) for individual Non-Employee Directors in such extraordinary circumstances (for example, to compensate such individual for interim service in the capacity of an officer of the Company) as the Board may determine in its discretion, provided that the Non-Employee Director receiving such additional compensation may not participate in the decision to award such compensation.

(f) Source of Shares. The stock issuable under the Plan will be shares of authorized but unissued or reacquired Common Stock, including shares repurchased by the Company on the open market or otherwise.

4. ELIGIBILITY.

(a) Eligibility for Specific Stock Awards. Incentive Stock Options may be granted only to employees of the Company or a "parent corporation" or "subsidiary corporation" thereof (as such terms are defined in Sections 424(e) and 424(f) of the Code). Stock Awards other than Incentive Stock Options may be granted to Employees, Directors and Consultants; provided, however, that Stock Awards may not be granted to Employees, Directors and Consultants who are providing Continuous Service only to any "parent" of the Company, as such term is defined in Rule 405, unless (i) the stock underlying such Stock Awards is treated as "service recipient stock" under Section 409A of the Code (for example, because the Stock Awards are granted pursuant to a Transaction such as a spin off transaction), (ii) the Company, in consultation with its legal counsel, has determined that such Stock Awards are otherwise exempt from Section 409A of the Code, or (iii) the Company, in consultation with its legal counsel, has determined that such Stock Awards comply with the distribution requirements of Section 409A of the Code.

(b) Ten Percent Stockholders. A Ten Percent Stockholder will not be granted an Incentive Stock Option unless the exercise price of such Option is at least 110% of the Fair Market Value on the date of grant and the Option is not exercisable after the expiration of five years from the date of grant.

5. PROVISIONS RELATING TO OPTIONS AND STOCK APPRECIATION RIGHTS.

Each Option or SAR will be in such form and will contain such terms and conditions as the Board deems appropriate. All Options will be separately designated Incentive Stock Options or Nonstatutory Stock Options at the time of grant, and, if certificates are issued, a separate certificate or certificates will be issued for shares of Common Stock purchased on exercise of each type of Option. If an Option is not specifically designated as an Incentive Stock Option, or if an Option is designated as an Incentive Stock Option but some portion or all of the Option fails to qualify as an Incentive Stock Option under the applicable rules, then the Option (or portion thereof) will be a Nonstatutory Stock Option. The provisions of separate Options or SARs need not be identical; *provided*, *however*, that each Award Agreement will conform to (through incorporation of provisions hereof by reference in the applicable Award Agreement or otherwise) the substance of each of the following provisions:

(a) Term. Subject to the provisions of Section 4(b) regarding Ten Percent Stockholders, no Option or SAR will be exercisable after the expiration of ten years from the date of its grant or such shorter period specified in the Award Agreement.

(b) Exercise Price. Subject to the provisions of Section 4(b) regarding Ten Percent Stockholders, the exercise or strike price of each Option or SAR will be not less than 100% of the Fair Market Value of the Common Stock subject to the Option or SAR on the date the Award is granted. Notwithstanding the foregoing, an Option or SAR may be granted with an exercise or strike price lower than 100% of the Fair Market Value of the Common Stock subject to the Award if such Award is granted pursuant to an assumption of or substitution for another option or stock appreciation right pursuant to a Transaction and in a manner consistent with the provisions of Section 409A of the Code and, if applicable, Section 424(a) of the Code. Each SAR will be denominated in shares of Common Stock equivalents.

(c) Purchase Price for Options. The purchase price of Common Stock acquired pursuant to the exercise of an Option may be paid, to the extent permitted by applicable law and as determined by the Board in its sole discretion, by any combination of the methods of payment set forth below. The Board will have the authority to grant Options that do not permit all of the following methods of payment (or otherwise restrict the ability to use certain methods) and to grant Options that require the consent of the Company to use a particular method of payment. The permitted methods of payment are as follows:

(i) by cash, check, bank draft or money order payable to the Company;

(ii) pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of the stock subject to the Option, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds;

(iii) by delivery to the Company (either by actual delivery or attestation) of shares of Common Stock;

(iv) if an Option is a Nonstatutory Stock Option, by a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Common Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; *provided, however*, that the Company will accept a cash or other payment from the Participant to the extent of any remaining balance of the aggregate exercise price not satisfied by such reduction in the number of whole shares to be issued. Shares of Common Stock will no longer be subject to an Option and will not be exercisable thereafter to the extent that (A) shares issuable upon exercise are used to pay the exercise price pursuant to the "net exercise," (B) shares are delivered to the Participant as a result of such exercise, and (C) shares are withheld to satisfy tax withholding obligations; or

(v) in any other form of legal consideration that may be acceptable to the Board and specified in the applicable Award Agreement.

(d) Exercise and Payment of a SAR. To exercise any outstanding SAR, the Participant must provide written notice of exercise to the Company in compliance with the provisions of the Award Agreement evidencing such SAR. The appreciation distribution payable on the exercise of a SAR will be not greater than an amount equal to the excess of (A) the aggregate Fair Market Value (on the date of the exercise of the SAR) of a number of shares of Common Stock equal to the number of Common Stock equivalents in which the Participant is vested under such SAR, and with respect to which the Participant is exercising the SAR on such date, over (B) the aggregate strike price of the number of Common Stock equivalents with respect to which the Participant is exercising the SAR on such date. The appreciation distribution may be paid in Common Stock, in cash, in any combination of the two or in any other form of consideration, as determined by the Board and contained in the Award Agreement evidencing such SAR.

(e) Transferability of Options and SARs. The Board may, in its sole discretion, impose such limitations on the transferability of Options and SARs as the Board will determine. In the absence of such a determination by the Board to the contrary, the following restrictions on the transferability of Options and SARs will apply:

(i) Restrictions on Transfer. An Option or SAR will not be transferable except by will or by the laws of descent and distribution (and pursuant to subsections (ii) and (iii) below), and will be exercisable during the lifetime of the Participant only by the Participant. The Board may permit transfer of the Option or SAR in a manner that is not prohibited by applicable tax and securities laws. Except as explicitly provided herein, neither an Option nor a SAR may be transferred for consideration.

(ii) Domestic Relations Orders. Subject to the approval of the Board or a duly authorized Officer, an Option or SAR may be transferred pursuant to the terms of a domestic relations order, official marital settlement agreement or other divorce or separation instrument as permitted by Treasury Regulation 1.421-1(b)(2). If an Option is an Incentive Stock Option, such Option may be deemed to be a Nonstatutory Stock Option as a result of such transfer.

(iii) Beneficiary Designation. Subject to the approval of the Board or a duly authorized Officer, a Participant may, by delivering written notice to the Company, in a form approved by the Company (or the designated broker), designate a third party who, upon the death

of the Participant, will thereafter be entitled to exercise the Option or SAR and receive the Common Stock or other consideration resulting from such exercise. In the absence of such a designation, upon the death or the Participant, the executor or administrator of the Participant's estate will be entitled to exercise the Option or SAR and receive the Common Stock or other consideration resulting from such exercise. However, the Company may prohibit designation of a beneficiary at any time, including due to any conclusion by the Company that such designation would be inconsistent with the provisions of applicable laws.

(f) Vesting Generally. The total number of shares of Common Stock subject to an Option or SAR may vest and therefore become exercisable in periodic installments that may or may not be equal. The Option or SAR may be subject to such other terms and conditions on the time or times when it may or may not be exercised (which may be based on the satisfaction of Performance Goals or other criteria) as the Board may deem appropriate. The vesting provisions of individual Options or SARs may vary. The provisions of this Section 5(f) are subject to any Option or SAR provisions governing the minimum number of shares of Common Stock as to which an Option or SAR may be exercised.

(g) Termination of Continuous Service. Except as otherwise provided in the applicable Award Agreement or other agreement between the Participant and the Company, if a Participant's Continuous Service terminates (other than for Cause and other than upon the Participant's death or Disability), the Participant may exercise his or her Option or SAR (to the extent that the Participant was entitled to exercise such Award as of the date of termination of Continuous Service) within the period of time ending on the earlier of (i) the date three months following the termination of the Participant's Continuous Service (or such longer or shorter period specified in the applicable Award Agreement) and (ii) the expiration of the term of the Option or SAR as set forth in the Award Agreement. If, after termination of Continuous Service, the Participant does not exercise his or her Option or SAR (as applicable) within the applicable time frame, the Option or SAR will terminate.

(h) Extension of Termination Date. Except as otherwise provided in the applicable Award Agreement or other agreement between the Participant and the Company, if the exercise of an Option or SAR following the termination of the Participant's Continuous Service (other than for Cause and other than upon the Participant's death or Disability) would be prohibited at any time solely because the issuance of shares of Common Stock would violate the registration requirements under the Securities Act, then the Option or SAR will terminate on the earlier of (i) the expiration of a total period of time (that need not be consecutive) equal to the applicable post termination exercise period after the termination of the Participant's Continuous Service during which the exercise of the Option or SAR would not be in violation of such registration requirements, and (ii) the expiration of the term of the Option or SAR as set forth in the applicable Award Agreement. In addition, unless otherwise provided in a Participant's Award Agreement, if the sale of any Common Stock received on exercise of an Option or SAR following the termination of the Participant's Continuous Service (other than for Cause) would violate the Company's insider trading policy, then the Option or SAR will terminate on the earlier of (i) the expiration of a period of months (that need not be consecutive) equal to the applicable post-termination exercise period after the termination of the Participant's Continuous Service during which the sale of the Common Stock received upon exercise of the Option or SAR would not be in violation of the Company's insider trading policy, or (ii) the expiration of the term of the Option or SAR as set forth in the applicable Award Agreement.

(i) Disability of Participant. Except as otherwise provided in the applicable Award Agreement or other agreement between the Participant and the Company, if a Participant's Continuous Service terminates as a result of the Participant's Disability, the Participant may exercise his or her Option or SAR (to the extent that the Participant was entitled to exercise such Option or SAR as of the date of termination of Continuous Service), but only within such period of time ending on the earlier of (i) the date 12 months following such termination of Continuous Service (or such longer or shorter period specified in the Award Agreement) and (ii) the expiration of the term of the Option or SAR as set forth in the Award Agreement. If, after termination of Continuous Service, the Participant does not exercise his or her Option or SAR within the applicable time frame, the Option or SAR (as applicable) will terminate.

(j) Death of Participant. Except as otherwise provided in the applicable Award Agreement or other agreement between the Participant and the Company, if (i) a Participant's Continuous Service terminates as a result of the Participant's death, or (ii) the Participant dies within the period (if any) specified in the Award Agreement for exercisability after the termination of the Participant's Continuous Service for a reason other than death, then the Option or SAR may be exercised (to the extent the Participant was entitled to exercise such Option or SAR as of the date of death) by the Participant's estate, by a person who acquired the right to exercise the Option or SAR by bequest or inheritance or by a person designated to exercise the Option or SAR upon the Participant's death, but only within the period ending on the earlier of (i) the date 18 months following the date of death (or such longer or shorter period specified in the Award Agreement) and (ii) the expiration of the term of such Option or SAR as set forth in the Award Agreement. If, after the Participant's death, the Option or SAR is not exercised within the applicable time frame, the Option or SAR (as applicable) will terminate.

(k) Termination for Cause. Except as explicitly provided otherwise in a Participant's Award Agreement or other individual written agreement between the Company or any Affiliate and the Participant, if a Participant's Continuous Service is terminated for Cause, the Option or SAR will terminate immediately upon such Participant's termination of Continuous Service, and the Participant will be prohibited from exercising his or her Option or SAR from and after the time of such termination of Continuous Service. If a Participant's Continuous Service is suspended pending an investigation of the existence of Cause, all of the Participant's rights under the Option or SAR will also be suspended during the investigation period.

(l) Non-Exempt Employees. If an Option or SAR is granted to an Employee who is a non-exempt employee for purposes of the Fair Labor Standards Act of 1938, as amended, the Option or SAR will not be first exercisable for any shares of Common Stock until at least six months following the date of grant of the Option or SAR (although the Award may vest prior to such date). Consistent with the provisions of the Worker Economic Opportunity Act, (i) if such non-exempt Employee dies or suffers a Disability, (ii) upon a Corporate Transaction in which such Option or SAR is not assumed, continued, or substituted, (iii) upon a Change in Control, or (iv) upon the Participant's retirement (as such term may be defined in the Participant's Award Agreement, in another agreement between the Participant and the Company, or, if no such

definition, in accordance with the Company's then current employment policies and guidelines), the vested portion of any Options and SARs may be exercised earlier than six months following the date of grant. The foregoing provision is intended to operate so that any income derived by a non-exempt employee in connection with the exercise or vesting of an Option or SAR will be exempt from his or her regular rate of pay. To the extent permitted and/or required for compliance with the Worker Economic Opportunity Act to ensure that any income derived by a non-exempt employee in connection with the exercise, vesting or issuance of any shares under any other Stock Award will be exempt from the employee's regular rate of pay, the provisions of this Section 5(l) will apply to all Stock Awards and are hereby incorporated by reference into such Stock Award Agreements.

6. PROVISIONS OF STOCK AWARDS OTHER THAN OPTIONS AND SARS.

(a) Restricted Stock Awards. Each Restricted Stock Award Agreement will be in such form and will contain such terms and conditions as the Board deems appropriate. To the extent consistent with the Company's bylaws, at the Board's election, shares of Common Stock may be (i) held in book entry form subject to the Company's instructions until any restrictions relating to the Restricted Stock Award lapse; or (ii) evidenced by a certificate, which certificate will be held in such form and manner as determined by the Board. The terms and conditions of Restricted Stock Award Agreements may change from time to time, and the terms and conditions of separate Restricted Stock Award Agreements need not be identical. Each Restricted Stock Award Agreement will conform to (through incorporation of the provisions hereof by reference in the agreement or otherwise) the substance of each of the following provisions:

(i) Consideration. A Restricted Stock Award may be awarded in consideration for (A) cash, check, bank draft or money order payable to the Company, (B) past services to the Company or an Affiliate, or (C) any other form of legal consideration (including future services) that may be acceptable to the Board, in its sole discretion, and permissible under applicable law.

(ii) Vesting. Shares of Common Stock awarded under the Restricted Stock Award Agreement may be subject to forfeiture to the Company in accordance with a vesting schedule to be determined by the Board.

(iii) Termination of Participant's Continuous Service. If a Participant's Continuous Service terminates, the Company may receive through a forfeiture condition or a repurchase right any or all of the shares of Common Stock held by the Participant that have not vested as of the date of termination of Continuous Service under the terms of the Restricted Stock Award Agreement.

(iv) Transferability. Rights to acquire shares of Common Stock under the Restricted Stock Award Agreement will be transferable by the Participant only upon such terms and conditions as are set forth in the Restricted Stock Award Agreement, as the Board will determine in its sole discretion, so long as Common Stock awarded under the Restricted Stock Award Agreement remains subject to the terms of the Restricted Stock Award Agreement.

(v) Dividends. A Restricted Stock Award Agreement may provide that any dividends paid on Restricted Stock will be subject to the same vesting and forfeiture restrictions as apply to the shares subject to the Restricted Stock Award to which they relate.

(b) Restricted Stock Unit Awards. Each Restricted Stock Unit Award Agreement will be in such form and will contain such terms and conditions as the Board deems appropriate. The terms and conditions of Restricted Stock Unit Award Agreements may change from time to time, and the terms and conditions of separate Restricted Stock Unit Award Agreements need not be identical. Each Restricted Stock Unit Award Agreement will conform to (through incorporation of the provisions hereof by reference in the Agreement or otherwise) the substance of each of the following provisions:

(i) Consideration. At the time of grant of a Restricted Stock Unit Award, the Board will determine the consideration, if any, to be paid by the Participant upon delivery of each share of Common Stock subject to the Restricted Stock Unit Award. The consideration to be paid (if any) by the Participant for each share of Common Stock subject to a Restricted Stock Unit Award may be paid in any form of legal consideration that may be acceptable to the Board, in its sole discretion, and permissible under applicable law.

(ii) Vesting. At the time of the grant of a Restricted Stock Unit Award, the Board may impose such restrictions on or conditions to the vesting of the Restricted Stock Unit Award as it, in its sole discretion, deems appropriate.

(iii) Payment. A Restricted Stock Unit Award may be settled by the delivery of shares of Common Stock, their cash equivalent, any combination thereof or in any other form of consideration, as determined by the Board and contained in the Restricted Stock Unit Award Agreement.

(iv) Additional Restrictions. At the time of the grant of a Restricted Stock Unit Award, the Board, as it deems appropriate, may impose such restrictions or conditions that delay the delivery of the shares of Common Stock (or their cash equivalent) subject to a Restricted Stock Unit Award to a time after the vesting of such Restricted Stock Unit Award.

(v) Dividend Equivalents. Dividend equivalents may be credited in respect of shares of Common Stock covered by a Restricted Stock Unit Award, as determined by the Board and contained in the Restricted Stock Unit Award Agreement. At the sole discretion of the Board, such dividend equivalents may be converted into additional shares of Common Stock covered by the Restricted Stock Unit Award in such manner as determined by the Board. Any additional shares covered by the Restricted Stock Unit Award credited by reason of such dividend equivalents will be subject to all of the same terms and conditions of the underlying Restricted Stock Unit Award Agreement to which they relate.

(vi) Termination of Participant's Continuous Service. Except as otherwise provided in the applicable Restricted Stock Unit Award Agreement, such portion of the Restricted Stock Unit Award that has not vested will be forfeited upon the Participant's termination of Continuous Service.

(c) Performance Awards.

(i) Performance Stock Awards. A Performance Stock Award is a Stock Award (covering a number of shares not in excess of that set forth in Section 3(d)(ii) above) that is payable (including that may be granted, vest or exercised) contingent upon the attainment during a Performance Period of certain Performance Goals. A Performance Stock Award may, but need not, require the completion of a specified period of Continuous Service. The length of any Performance Period, the Performance Goals to be achieved during the Performance Period, and the measure of whether and to what degree such Performance Goals have been attained will be conclusively determined by the Committee (or, if not required for compliance with Section 162(m) of the Code, the Board), in its sole discretion. In addition, to the extent permitted by applicable law and the applicable Award Agreement, the Board may determine that cash may be used in payment of Performance Stock Awards.

(ii) Performance Cash Awards. A Performance Cash Award is a cash award (for a dollar value not in excess of that set forth in Section 3(d)(iii) above) that is payable contingent upon the attainment during a Performance Period of certain Performance Goals. A Performance Cash Award may also require the completion of a specified period of Continuous Service. At the time of grant of a Performance Cash Award, the length of any Performance Period, the Performance Goals to be achieved during the Performance Period, and the measure of whether and to what degree such Performance Goals have been attained will be conclusively determined by the Committee (or, if not required for compliance with Section 162(m) of the Code, the Board), in its sole discretion. The Board may specify the form of payment of Performance Cash Awards, which may be cash or other property, or may provide for a Participant to have the option for his or her Performance Cash Award, or such portion thereof as the Board may specify, to be paid in whole or in part in cash or other property.

(iii) Board Discretion. The Board retains the discretion to reduce or eliminate the compensation or economic benefit due upon attainment of Performance Goals and to define the manner of calculating the Performance Criteria it selects to use for a Performance Period.

(iv) Section 162(m) Compliance. Unless otherwise permitted in compliance with the requirements of Section 162(m) of the Code with respect to an Award intended to qualify as “performance-based compensation” thereunder, the Committee will establish the Performance Goals applicable to, and the formula for calculating the amount payable under, the Award no later than the earlier of (A) the date 90 days after the commencement of the applicable Performance Period, and (B) the date on which 25% of the Performance Period has elapsed, and in any event at a time when the achievement of the applicable Performance Goals remains substantially uncertain. Prior to the payment of any compensation under an Award intended to qualify as “performance-based compensation” under Section 162(m) of the Code, the Committee will certify the extent to which any Performance Goals and any other material terms under such Award have been satisfied (other than in cases where the Performance Goals relate solely to the increase in the value of the Common Stock). Notwithstanding satisfaction of any completion of any Performance Goals, the number of shares of Common Stock, Options, cash or other benefits granted, issued, retainable and/or vested under an Award on account of satisfaction of such Performance Goals may be reduced by the Committee on the basis of such further considerations as the Committee, in its sole discretion, will determine.

(d) Other Stock Awards. Other forms of Stock Awards valued in whole or in part by reference to, or otherwise based on, Common Stock, including the appreciation in value thereof (e.g., options or stock rights with an exercise price or strike price less than 100% of the Fair Market Value of the Common Stock at the time of grant) may be granted either alone or in addition to Stock Awards provided for under Section 5 and the preceding provisions of this Section 6. Subject to the provisions of the Plan, the Board will have sole and complete authority to determine the persons to whom and the time or times at which such Other Stock Awards will be granted, the number of shares of Common Stock (or the cash equivalent thereof) to be granted pursuant to such Other Stock Awards and all other terms and conditions of such Other Stock Awards.

7. COVENANTS OF THE COMPANY.

(a) Availability of Shares. The Company will keep available at all times the number of shares of Common Stock reasonably required to satisfy then-outstanding Stock Awards.

(b) Securities Law Compliance. The Company will seek to obtain from each regulatory commission or agency having jurisdiction over the Plan such authority as may be required to grant Stock Awards and to issue and sell shares of Common Stock upon exercise or vesting of the Stock Awards; *provided, however*, that this undertaking will not require the Company to register under the Securities Act or other applicable law the Plan, any Stock Award or any Common Stock issued or issuable pursuant to any such Stock Award. If, after reasonable efforts and at a reasonable cost, the Company is unable to obtain from any such regulatory commission or agency the authority that counsel for the Company deems necessary for the lawful issuance and sale of Common Stock under the Plan, the Company will be relieved from any liability for failure to issue and sell Common Stock upon exercise of such Stock Awards unless and until such authority is obtained. A Participant will not be eligible for the grant of an Award or the subsequent issuance of cash or Common Stock pursuant to the Award if such grant or issuance would be in violation of any applicable securities law.

(c) No Obligation to Notify or Minimize Taxes. The Company will have no duty or obligation to any Participant to advise such holder as to the time or manner of exercising such Stock Award. Furthermore, the Company will have no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of an Award or a possible period in which the Award may not be exercised. The Company has no duty or obligation to minimize the tax consequences of an Award to the holder of such Award.

8. MISCELLANEOUS.

(a) Use of Proceeds from Sales of Common Stock. Proceeds from the sale of shares of Common Stock pursuant to Stock Awards will constitute general funds of the Company.

(b) Corporate Action Constituting Grant of Awards. Corporate action constituting a grant by the Company of an Award to any Participant will be deemed completed as of the date of such corporate action, unless otherwise determined by the Board, regardless of when the instrument, certificate, or letter evidencing the Award is communicated to, or actually

received or accepted by, the Participant. In the event that the corporate records (e.g., Board consents, resolutions or minutes) documenting the corporate action constituting the grant contain terms (e.g., exercise price, vesting schedule or number of shares) that are inconsistent with those in the Award Agreement or related grant documents as a result of a clerical error in the papering of the Award Agreement or related grant documents, the corporate records will control and the Participant will have no legally binding right to the incorrect term in the Award Agreement or related grant documents.

(c) Stockholder Rights. No Participant will be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Common Stock subject to an Award unless and until (i) such Participant has satisfied all requirements for exercise of, or the issuance of shares of Common Stock under, the Award pursuant to its terms, and (ii) the issuance of the Common Stock subject to such Award has been entered into the books and records of the Company.

(d) No Employment or Other Service Rights. Nothing in the Plan, any Award Agreement or any other instrument executed thereunder or in connection with any Award granted pursuant thereto will confer upon any Participant any right to continue to serve the Company or an Affiliate in the capacity in effect at the time the Award was granted or will affect the right of the Company or an Affiliate to terminate (i) the employment of an Employee with or without notice and with or without cause, (ii) the service of a Consultant pursuant to the terms of such Consultant's agreement with the Company or an Affiliate, or (iii) the service of a Director pursuant to the bylaws of the Company or an Affiliate, and any applicable provisions of the corporate law of the state or foreign jurisdiction in which the Company or the Affiliate is domiciled or incorporated, as the case may be.

(e) Change in Time Commitment. In the event a Participant's regular level of time commitment in the performance of his or her services for the Company and any Affiliates is reduced (for example, and without limitation, if the Participant is an Employee of the Company and the Employee has a change in status from a full-time Employee to a part-time Employee or takes an extended leave of absence) after the date of grant of any Award to the Participant, the Board has the right in its sole discretion to (x) make a corresponding reduction in the number of shares or cash amount subject to any portion of such Award that is scheduled to vest or become payable after the date of such change in time commitment, and (y) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such Award. In the event of any such reduction, the Participant will have no right with respect to any portion of the Award that is so reduced or extended.

(f) Incentive Stock Option Limitations. To the extent that the aggregate Fair Market Value (determined at the time of grant) of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by any Optionholder during any calendar year (under all plans of the Company and any Affiliates) exceeds $100,000 (or such other limit established in the Code) or otherwise does not comply with the rules governing Incentive Stock Options, the Options or portions thereof that exceed such limit (according to the order in which they were granted) or otherwise do not comply with such rules will be treated as Nonstatutory Stock Options, notwithstanding any contrary provision of the applicable Option Agreement(s).

(g) Investment Assurances. The Company may require a Participant, as a condition of exercising or acquiring Common Stock under any Award, (i) to give written assurances satisfactory to the Company as to the Participant's knowledge and experience in financial and business matters and/or to employ a purchaser representative reasonably satisfactory to the Company who is knowledgeable and experienced in financial and business matters and that he or she is capable of evaluating, alone or together with the purchaser representative, the merits and risks of exercising the Award; and (ii) to give written assurances satisfactory to the Company stating that the Participant is acquiring Common Stock subject to the Award for the Participant's own account and not with any present intention of selling or otherwise distributing the Common Stock. The foregoing requirements, and any assurances given pursuant to such requirements, will be inoperative if (A) the issuance of the shares upon the exercise or acquisition of Common Stock under the Stock Award has been registered under a then currently effective registration statement under the Securities Act, or (B) as to any particular requirement, a determination is made by counsel for the Company that such requirement need not be met in the circumstances under the then applicable securities laws. The Company may, upon advice of counsel to the Company, place legends on stock certificates issued under the Plan as such counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the Common Stock.

(h) Withholding Obligations. Unless prohibited by the terms of an Award Agreement, the Company may, in its sole discretion, satisfy any federal, state or local tax withholding obligation relating to an Award by any of the following means or by a combination of such means: (i) causing the Participant to tender a cash payment; (ii) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to the Participant in connection with the Stock Award; *provided*, *however*, that no shares of Common Stock are withheld with a value exceeding the minimum amount of tax required to be withheld by law (or such lesser amount as may be necessary to avoid classification of the Stock Award as a liability for financial accounting purposes); (iii) withholding cash from an Award settled in cash; (iv) withholding payment from any amounts otherwise payable to the Participant; or (v) by such other method as may be set forth in the Award Agreement.

(i) Electronic Delivery. Any reference herein to a "written" agreement or document will include any agreement or document delivered electronically, filed publicly at www.sec.gov (or any successor website thereto) or posted on the Company's intranet (or other shared electronic medium controlled by the Company to which the Participant has access).

(j) Deferrals. To the extent permitted by applicable law, the Board, in its sole discretion, may determine that the delivery of Common Stock or the payment of cash, upon the exercise, vesting or settlement of all or a portion of any Award may be deferred and may establish programs and procedures for deferral elections to be made by Participants. Deferrals by Participants will be made in accordance with Section 409A of the Code. Consistent with Section 409A of the Code, the Board may provide for distributions while a Participant is still an employee or otherwise providing services to the Company. The Board is authorized to make deferrals of Awards and determine when, and in what annual percentages, Participants may receive payments, including lump sum payments, following the Participant's termination of Continuous Service, and implement such other terms and conditions consistent with the provisions of the Plan and in accordance with applicable law.

(k) Clawback/Recovery. All Awards granted under the Plan will be subject to recoupment in accordance with any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law. In addition, the Board may impose such other clawback, recovery or recoupment provisions in an Award Agreement as the Board determines necessary or appropriate, including but not limited to a reacquisition right in respect of previously acquired shares of Common Stock or other cash or property upon the occurrence of Cause. No recovery of compensation under such a clawback policy will be an event giving rise to a right to voluntary terminate employment upon a "resignation for good reason," or for a "constructive termination" or any similar term under any plan of or agreement with the Company.

(l) Compliance with Section 409A. Unless otherwise expressly provided for in an Award Agreement, the Plan and Award Agreements will be interpreted to the greatest extent possible in a manner that makes the Plan and the Awards granted hereunder exempt from Section 409A of the Code, and, to the extent not so exempt, in compliance with Section 409A of the Code. If the Board determines that any Award granted hereunder is not exempt from and is therefore subject to Section 409A of the Code, the Award Agreement evidencing such Award will incorporate the terms and conditions necessary to avoid the consequences specified in Section 409A(a)(1) of the Code, and to the extent an Award Agreement is silent on terms necessary for compliance, such terms are hereby incorporated by reference into the Award Agreement. Notwithstanding anything to the contrary in this Plan (and unless the Award Agreement specifically provides otherwise), if the shares of Common Stock are publicly traded, and if a Participant holding an Award that constitutes "deferred compensation" under Section 409A of the Code is a "specified employee" for purposes of Section 409A of the Code, no distribution or payment of any amount that is due because of a "separation from service" (as defined in Section 409A of the Code without regard to alternative definitions thereunder) will be issued or paid before the date that is six months following the date of such Participant's "separation from service" or, if earlier, the date of the Participant's death, unless such distribution or payment can be made in a manner that complies with Section 409A of the Code, and any amounts so deferred will be paid in a lump sum on the day after such six month period elapses, with the balance paid thereafter on the original schedule.

9. ADJUSTMENTS UPON CHANGES IN COMMON STOCK; OTHER CORPORATE EVENTS.

(a) Capitalization Adjustments. In the event of a Capitalization Adjustment, the Board will appropriately and proportionately adjust: (i) the class(es) and maximum number of securities subject to the Plan pursuant to Section 3(a), (ii) the class(es) and maximum number of securities that may be issued pursuant to the exercise of Incentive Stock Options pursuant to Section 3(c), (iii) the class(es) and maximum number of securities that may be awarded to any person pursuant to Sections 3(d), and (iv) the class(es) and number of securities and price per share of stock subject to outstanding Stock Awards. The Board will make such adjustments, and its determination will be final, binding and conclusive.

(b) Dissolution. Except as otherwise provided in the Stock Award Agreement, in the event of a Dissolution of the Company, all outstanding Stock Awards (other than Stock Awards consisting of vested and outstanding shares of Common Stock not subject to a forfeiture condition or the Company's right of repurchase) will terminate immediately prior to the completion of such Dissolution, and the shares of Common Stock subject to the Company's repurchase rights or subject to a forfeiture condition may be repurchased or reacquired by the Company notwithstanding the fact that the holder of such Stock Award is providing Continuous Service; *provided*, *however,* that the Board may, in its sole discretion, cause some or all Stock Awards to become fully vested, exercisable and/or no longer subject to repurchase or forfeiture (to the extent such Stock Awards have not previously expired or terminated) before the Dissolution is completed but contingent on its completion.

(c) Transactions. The following provisions will apply to Stock Awards in the event of a Transaction unless otherwise provided in the Stock Award Agreement or any other written agreement between the Company or any Affiliate and the Participant or unless otherwise expressly provided by the Board at the time of grant of a Stock Award. In the event of a Transaction, then, notwithstanding any other provision of the Plan, the Board may take one or more of the following actions with respect to Stock Awards, contingent upon the closing or completion of the Transaction:

(i) arrange for the surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company) to assume or continue the Stock Award or to substitute a similar stock award for the Stock Award (including, but not limited to, an award to acquire the same consideration paid to the stockholders of the Company pursuant to the Transaction);

(ii) arrange for the assignment of any reacquisition or repurchase rights held by the Company in respect of Common Stock issued pursuant to the Stock Award to the surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company);

(iii) accelerate the vesting, in whole or in part, of the Stock Award (and, if applicable, the time at which the Stock Award may be exercised) to a date prior to the effective time of such Transaction as the Board determines (or, if the Board does not determine such a date, to the date that is five days prior to the effective date of the Transaction), with such Stock Award terminating if not exercised (if applicable) at or prior to the effective time of the Transaction; *provided*, *however*, that the Board may require Participants to complete and deliver to the Company a notice of exercise before the effective date of a Transaction, which exercise is contingent upon the effectiveness of such Transaction;

(iv) arrange for the lapse, in whole or in part, of any reacquisition or repurchase rights held by the Company with respect to the Stock Award;

(v) cancel or arrange for the cancellation of the Stock Award, to the extent not vested or not exercised prior to the effective time of the Transaction, in exchange for such cash consideration or no consideration as the Board, in its sole discretion, may consider appropriate; and

(vi) make a payment, in such form as may be determined by the Board equal to the excess, if any, of (A) the value of the property the Participant would have received upon the exercise of the Stock Award immediately prior to the effective time of the Transaction, over (B) any exercise price payable by such holder in connection with such exercise. For clarity, this payment may be zero ($0) if the value of the property is equal to or less than the exercise price. Payments under this provision may be delayed to the same extent that payment of consideration to the holders of Common Stock in connection with the Transaction is delayed as a result of escrows, earn outs, holdbacks or any other contingencies.

The Board need not take the same action or actions with respect to all Stock Awards or portions thereof or with respect to all Participants. The Board may take different actions with respect to the vested and unvested portions of a Stock Award.

(d) Change in Control. A Stock Award may be subject to additional acceleration of vesting and exercisability upon or after a Change in Control as may be provided in the Stock Award Agreement for such Stock Award or as may be provided in any other written agreement between the Company or any Affiliate and the Participant, but in the absence of such provision, no such acceleration will occur.

10. TERMINATION OR SUSPENSION OF THE PLAN.

(a) The Board may suspend or terminate the Plan at any time. No Incentive Stock Option will be granted after the tenth anniversary of the earlier of (i) the Adoption Date, or (ii) the date the Plan is approved by the stockholders of the Company. No Awards may be granted under the Plan while the Plan is suspended or after it is terminated.

(b) No Impairment of Rights. Suspension or termination of the Plan will not impair rights and obligations under any Award granted while the Plan is in effect except with the written consent of the affected Participant or as otherwise permitted in the Plan.

11. EFFECTIVE DATE OF PLAN.

The Plan will come into existence on the Adoption Date; provided, however, no Award may be granted prior to the IPO Date (that is, the Effective Date). In addition, no Stock Award will be exercised (or, in the case of a Restricted Stock Award, Restricted Stock Unit Award, Performance Stock Award, or Other Stock Award, will be granted) and no Performance Cash Award will be settled unless and until the Plan has been approved by the stockholders of the Company, which approval will be within 12 months after the date the Plan is adopted by the Board.

12. CHOICE OF LAW.

The laws of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Plan, without regard to that state’s conflict of laws rules.

13. DEFINITIONS. As used in the Plan, the following definitions will apply to the capitalized terms indicated below:

(a) "***Adoption Date***" means the date the Plan is adopted by the Board.

(b) "***Affiliate***" means, at the time of determination, any "parent" or "subsidiary" of the Company as such terms are defined in Rule 405. The Board will have the authority to determine the time or times at which "parent" or "subsidiary" status is determined within the foregoing definition.

(c) "***Award***" means a Stock Award or a Performance Cash Award.

(d) "***Award Agreement***" means a written agreement between the Company and a Participant evidencing the terms and conditions of an Award.

(e) "***Board***" means the Board of Directors of the Company.

(f) "***Capitalization Adjustment***" means any change that is made in, or other events that occur with respect to, the Common Stock subject to the Plan or subject to any Stock Award after the Effective Date without the receipt of consideration by the Company through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, stock split, reverse stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or any similar equity restructuring transaction, as that term is used in Statement of Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto). Notwithstanding the foregoing, the conversion of any convertible securities of the Company will not be treated as a Capitalization Adjustment.

(g) "***Cause***" will have the meaning ascribed to such term in any written agreement between the Participant and the Company defining such term and, in the absence of such agreement, such term means, with respect to a Participant, the occurrence of any of the following events: (i) such Participant's commission of any act constituting financial dishonesty against the Company or its Subsidiaries (which act would be chargeable as a crime under applicable law); (ii) such Participant's engaging in any other act of dishonesty, fraud, intentional misrepresentation, moral turpitude, illegality or harassment which, as determined in good faith by the Board, would: (A) materially adversely affect the business or the reputation of the Company or any of its Subsidiaries with their respective current or prospective customers, suppliers, lenders and/or other third parties with whom such entity does or might do business; or (B) expose the Company or any of its Subsidiaries to a risk of civil or criminal legal damages, liabilities or penalties; (iii) such Participant's repeated failure to follow the directives of the Company's chief executive officer or the Board, (iv) such Participant's material misconduct, violation of the Company's or Subsidiaries' policies, or willful and deliberate non-performance of duty in connection with the business affairs of the Company or its Subsidiaries or (v) such Participant's material breach of any agreement between the Participant and the Company. Any determination by the Company that the Continuous Service of a Participant was terminated with or without Cause for the purposes of outstanding Awards held by such Participant will have no effect upon any determination of the rights or obligations of the Company or such Participant for any other purpose.

(h) "***Change in Control***" means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) any Exchange Act Person becomes the Owner, directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities other than by virtue of a merger, consolidation or similar transaction. Notwithstanding the foregoing, a Change in Control will not be deemed to occur (A) on account of the acquisition of securities of the Company directly from the Company, (B) on account of the acquisition of securities of the Company by an investor, any affiliate thereof or any other Exchange Act Person that acquires the Company's securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities, (C) on account of the acquisition of securities of the Company by any individual who is, on the IPO Date, either an executive officer or a Director (either, an "***IPO Investor***") and/or any entity in which an IPO Investor has a direct or indirect interest (whether in the form of voting rights or participation in profits or capital contributions) of more than 50% (collectively, the "***IPO Entities***") or on account of the IPO Entities continuing to hold shares that come to represent more than 50% of the combined voting power of the Company's then outstanding securities as a result of the conversion of any class of the Company's securities into another class of the Company's securities having a different number of votes per share pursuant to the conversion provisions set forth in the Company's Amended and Restated Certificate of Incorporation; or (D) solely because the level of Ownership held by any Exchange Act Person (the "***Subject Person***") exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, the Subject Person becomes the Owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities Owned by the Subject Person over the designated percentage threshold, then a Change in Control will be deemed to occur;

(ii) there is consummated a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation or similar transaction, the stockholders of the Company immediately prior thereto do not Own, directly or indirectly, either (A) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving Entity in such merger, consolidation or similar transaction or (B) more than 50% of the combined outstanding voting power of the parent of the surviving Entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such transaction; *provided*, *however*, that a merger, consolidation or similar transaction will not constitute a Change in Control under this prong of the definition if the outstanding voting securities representing more than 50% of the combined voting power of the surviving Entity or its parent are owned by the IPO Entities;

(iii) there is consummated a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries to an Entity, more than 50% of the combined voting power of the voting securities of which are Owned by stockholders of the Company in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition; *provided*, *however*, that a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries will not constitute a Change in Control under this prong of the definition if the outstanding voting securities representing more than 50% of the combined voting power of the acquiring Entity or its parent are owned by the IPO Entities; or

(iv) individuals who, on the date the Plan is adopted by the Board, are members of the Board (the "***Incumbent Board***") cease for any reason to constitute at least a majority of the members of the Board; *provided*, *however*, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of this Plan, be considered as a member of the Incumbent Board.

Notwithstanding the foregoing or any other provision of this Plan, (A) the term Change in Control will not include a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company, and (B) the definition of Change in Control (or any analogous term) in an individual written agreement between the Company or any Affiliate and the Participant will supersede the foregoing definition with respect to Awards subject to such agreement; *provided*, *however*, that if no definition of Change in Control or any analogous term is set forth in such an individual written agreement, the foregoing definition will apply. To the extent required for compliance with Section 409A of the Code, in no event will a Change in Control be deemed to have occurred if such transaction is not also a "change in the ownership or effective control of" the Company or "a change in the ownership of a substantial portion of the assets of" the Company as determined under Treasury Regulations Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder). The Board may, in its sole discretion and without a Participant's consent, amend the definition of "Change in Control" to conform to the definition of "Change in Control" under Section 409A of the Code, and the regulations thereunder.

(i) "***Code***" means the Internal Revenue Code of 1986, as amended, including any applicable regulations and guidance thereunder.

(j) "***Committee***" means a committee of one or more Directors to whom authority has been delegated by the Board in accordance with Section 2(c).

(k) "***Common Stock***" means the common stock of the Company.

(l) "***Company***" means Everbridge, Inc., a Delaware corporation.

(m) "***Consultant***" means any person, including an advisor, who is (i) engaged by the Company or an Affiliate to render consulting or advisory services and is compensated for such services, or (ii) serving as a member of the board of directors of an Affiliate and is compensated for such services. However, service solely as a Director, or payment of a fee for such service,

will not cause a Director to be considered a "Consultant" for purposes of the Plan. Notwithstanding the foregoing, a person is treated as a Consultant under this Plan only if a Form S-8 Registration Statement under the Securities Act is available to register either the offer or the sale of the Company's securities to such person.

(n) "***Continuous Service***" means that the Participant's service with the Company or an Affiliate, whether as an Employee, Director or Consultant, is not interrupted or terminated. A change in the capacity in which the Participant renders service to the Company or an Affiliate as an Employee, Director or Consultant or a change in the Entity for which the Participant renders such service, provided that there is no interruption or termination of the Participant's service with the Company or an Affiliate, will not terminate a Participant's Continuous Service; *provided, however,* that if the Entity for which a Participant is rendering services ceases to qualify as an Affiliate, as determined by the Board, in its sole discretion, such Participant's Continuous Service will be considered to have terminated on the date such Entity ceases to qualify as an Affiliate. For example, a change in status from an Employee of the Company to a Consultant of an Affiliate or to a Director will not constitute an interruption of Continuous Service. To the extent permitted by law, the Board or the chief executive officer of the Company, in that party's sole discretion, may determine whether Continuous Service will be considered interrupted in the case of (i) any leave of absence approved by the Board or chief executive officer, including sick leave, military leave or any other personal leave, or (ii) transfers between the Company, an Affiliate, or their successors. Notwithstanding the foregoing, a leave of absence will be treated as Continuous Service for purposes of vesting in an Award only to such extent as may be provided in the Company's leave of absence policy, in the written terms of any leave of absence agreement or policy applicable to the Participant, or as otherwise required by law. In addition, to the extent required for exemption from or compliance with Section 409A of the Code, the determination of whether there has been a termination of Continuous Service will be made, and such term will be construed, in a manner that is consistent with the definition of "separation from service" as defined under Treasury Regulation Section 1.409A-1(h) (without regard to any alternative definition thereunder).

(o) "***Corporate Transaction***" means the consummation, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) a sale or other disposition of all or substantially all, as determined by the Board, in its sole discretion, of the consolidated assets of the Company and its Subsidiaries;

(ii) a sale or other disposition of more than 50% of the outstanding securities of the Company;

(iii) a merger, consolidation or similar transaction following which the Company is not the surviving corporation; or

(iv) a merger, consolidation or similar transaction following which the Company is the surviving corporation but the shares of Common Stock outstanding immediately preceding the merger, consolidation or similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

(p) "***Covered Employee***" will have the meaning provided in Section 162(m)(3) of the Code.

(q) "***Director***" means a member of the Board.

(r) "***Disability***" means, with respect to a Participant, the inability of such Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, as provided in Sections 22(e)(3) and 409A(a)(2)(c)(i) of the Code, and will be determined by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.

(s) *"Dissolution"* means when the Company, after having executed a certificate of dissolution with the State of Delaware, has completely wound up its affairs. Conversion of the Company into a Limited Liability Company (or any other pass-through entity) will not be considered a "Dissolution" for purposes of the Plan.

(t) "***Effective Date***" means the effective date of this Plan, which is the IPO Date.

(u) "***Employee***" means any person employed by the Company or an Affiliate. However, service solely as a Director, or payment of a fee for such services, will not cause a Director to be considered an "Employee" for purposes of the Plan.

(v) "***Entity***" means a corporation, partnership, limited liability company or other entity.

(w) "***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(x) "***Exchange Act Person***" means any natural person, Entity or "group" (within the meaning of Section 13(d) or 14(d) of the Exchange Act), except that "Exchange Act Person" will not include (i) the Company or any Subsidiary of the Company, (ii) any employee benefit plan of the Company or any Subsidiary of the Company or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company, (iii) an underwriter temporarily holding securities pursuant to a registered public offering of such securities, (iv) an Entity Owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their Ownership of stock of the Company; or (v) any natural person, Entity or "group" (within the meaning of Section 13(d) or 14(d) of the Exchange Act) that, as of the Effective Date, is the Owner, directly or indirectly, of securities of the Company representing more than50% of the combined voting power of the Company's then outstanding securities.

(y) "***Fair Market Value***" means, as of any date, the value of the Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or traded on any established market, the Fair Market Value of a share of Common Stock will be, unless otherwise determined by the Board, the closing sales price for such stock as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) on the date of determination, as reported in a source the Board deems reliable.

(ii) Unless otherwise provided by the Board, if there is no closing sales price for the Common Stock on the date of determination, then the Fair Market Value will be the closing selling price on the last preceding date for which such quotation exists.

(iii) In the absence of such markets for the Common Stock, the Fair Market Value will be determined by the Board in good faith and in a manner that complies with Sections 409A and 422 of the Code.

(z) "***Incentive Stock Option***" means an option granted pursuant to Section 5 of the Plan that is intended to be, and that qualifies as, an "incentive stock option" within the meaning of Section 422 of the Code.

(aa) "***IPO Date***" means the date of the underwriting agreement between the Company and the underwriter(s) managing the initial public offering of the Common Stock, pursuant to which the Common Stock is priced for the initial public offering.

(bb) "***Non-Employee Director***" means a Director who either (i) is not a current employee or officer of the Company or an Affiliate, does not receive compensation, either directly or indirectly, from the Company or an Affiliate for services rendered as a consultant or in any capacity other than as a Director (except for an amount as to which disclosure would not be required under Item 404(a) of Regulation S-K promulgated pursuant to the Securities Act ("***Regulation S-K***")), does not possess an interest in any other transaction for which disclosure would be required under Item 404(a) of Regulation S-K, and is not engaged in a business relationship for which disclosure would be required pursuant to Item 404(b) of Regulation S-K; or (ii) is otherwise considered a "non-employee director" for purposes of Rule 16b-3.

(cc) "***Nonstatutory Stock Option***" means any option granted pursuant to Section 5 of the Plan that does not qualify as an Incentive Stock Option.

(dd) "***Officer***" means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act.

(ee) "***Option***" means an Incentive Stock Option or a Nonstatutory Stock Option to purchase shares of Common Stock granted pursuant to the Plan.

(ff) "***Option Agreement***" means a written agreement between the Company and an Optionholder evidencing the terms and conditions of an Option grant. Each Option Agreement will be subject to the terms and conditions of the Plan.

(gg) "***Optionholder***" means a person to whom an Option is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Option.

(hh) "***Other Stock Award***" means an award based in whole or in part by reference to the Common Stock which is granted pursuant to the terms and conditions of Section 6(d).

(ii) "***Other Stock Award Agreement***" means a written agreement between the Company and a holder of an Other Stock Award evidencing the terms and conditions of an Other Stock Award grant. Each Other Stock Award Agreement will be subject to the terms and conditions of the Plan.

(jj) "***Outside Director***" means a Director who either (i) is not a current employee of the Company or an "affiliated corporation" (within the meaning of Treasury Regulations promulgated under Section 162(m) of the Code), is not a former employee of the Company or an "affiliated corporation" who receives compensation for prior services (other than benefits under a tax-qualified retirement plan) during the taxable year, has not been an officer of the Company or an "affiliated corporation," and does not receive remuneration from the Company or an "affiliated corporation," either directly or indirectly, in any capacity other than as a Director, or (ii) is otherwise considered an "outside director" for purposes of Section 162(m) of the Code.

(kk) "***Own,***" "***Owned,***" "***Owner,***" "***Ownership***" A person or Entity will be deemed to "Own," to have "Owned," to be the "Owner" of, or to have acquired "Ownership" of securities if such person or Entity, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares voting power, which includes the power to vote or to direct the voting, with respect to such securities.

(ll) "***Participant***" means a person to whom an Award is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Stock Award.

(mm) "***Performance Cash Award***" means an award of cash granted pursuant to the terms and conditions of Section 6(c)(ii).

(nn) "***Performance Criteria***" means the one or more criteria that the Board or Committee (as applicable) will select for purposes of establishing the Performance Goals for a Performance Period. The Performance Criteria that will be used to establish such Performance Goals may be based on any one of, or combination of, the following as determined by the Board or Committee: (1) earnings (including earnings per share and net earnings); (2) earnings before interest, taxes and depreciation; (3) earnings before interest, taxes, depreciation and amortization; (4) total stockholder return; (5) return on equity or average stockholders' equity; (6) return on assets, investment, or capital employed; (7) stock price; (8) margin (including gross margin); (9) income (before or after taxes); (10) operating income; (11) operating income after taxes; (12) pre-tax profit; (13) operating cash flow; (14) sales or revenue targets; (15) increases in revenue or product revenue; (16) expenses and cost reduction goals; (17) improvement in or attainment of working capital levels; (18) economic value added (or an equivalent metric); (19) market share; (20) cash flow; (21) cash flow per share; (22) share price performance; (23) debt reduction; (24) implementation or completion of projects or processes; (25) subscriber satisfaction; (26) stockholders' equity; (27) capital expenditures; (28) debt levels; (29) operating profit or net operating profit; (30) workforce diversity; (31) growth of net income or operating income; (32) billings; and (33) to the extent that an Award is not intended to comply with Section 162(m) of the Code, other measures of performance selected by the Board or Committee.

(oo) "***Performance Goals***" means, for a Performance Period, the one or more goals established by the Board or Committee (as applicable) for the Performance Period based upon the Performance Criteria. Performance Goals may be based on a Company-wide basis, with respect to one or more business units, divisions, Affiliates, or business segments, and in either absolute terms or relative to the performance of one or more comparable companies or the performance of one or more relevant indices. Unless specified otherwise by the Board or Committee (i) in the Award Agreement at the time the Award is granted or (ii) in such other document setting forth the Performance Goals at the time the Performance Goals are established, the Board or Committee will appropriately make adjustments in the method of calculating the attainment of Performance Goals for a Performance Period as follows: (1) to exclude restructuring and/or other nonrecurring charges; (2) to exclude exchange rate effects; (3) to exclude the effects of changes to generally accepted accounting principles; (4) to exclude the effects of any statutory adjustments to corporate tax rates; (5) to exclude the dilutive effects of acquisitions or joint ventures; (6) to assume that any business divested by the Company achieved performance objectives at targeted levels during the balance of a Performance Period following such divestiture; (7) to exclude the effect of any change in the outstanding shares of common stock of the Company by reason of any stock dividend or split, stock repurchase, reorganization, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other similar corporate change, or any distributions to common stockholders other than regular cash dividends; (8) to exclude the effects of stock based compensation and the award of bonuses under the Company's bonus plans; (9) to exclude costs incurred in connection with potential acquisitions or divestitures that are required to be expensed under generally accepted accounting principles; (10) to exclude the goodwill and intangible asset impairment charges that are required to be recorded under generally accepted accounting principles; (11) to exclude the effects of items that are "unusual" in nature or occur "infrequently" as determined under generally accepted accounting principles; and (12) to exclude the effects of any other unusual, non-recurring gain or loss. In addition, the Board or Committee retains the discretion to reduce or eliminate the compensation or economic benefit due upon attainment of Performance Goals and to define the manner of calculating the Performance Criteria it selects to use for such Performance Period. Partial achievement of the specified criteria may result in the payment or vesting corresponding to the degree of achievement as specified in the Stock Award Agreement or the written terms of a Performance Cash Award.

(pp) "***Performance Period***" means the period of time selected by the Board or Committee (as applicable) over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant's right to and the payment of a Stock Award or a Performance Cash Award. Performance Periods may be of varying and overlapping duration, at the sole discretion of the Board or Committee.

(qq) "***Performance Stock Award***" means a Stock Award granted under the terms and conditions of Section 6(c)(i).

(rr) "***Plan***" means this Everbridge, Inc. 2016 Equity Incentive Plan.

(ss) "***Restricted Stock Award***" means an award of shares of Common Stock which is granted pursuant to the terms and conditions of Section 6(a).

(tt) "***Restricted Stock Award Agreement***" means a written agreement between the Company and a holder of a Restricted Stock Award evidencing the terms and conditions of a Restricted Stock Award grant. Each Restricted Stock Award Agreement will be subject to the terms and conditions of the Plan.

(uu) "***Restricted Stock Unit Award***" means a right to receive shares of Common Stock which is granted pursuant to the terms and conditions of Section 6(b).

(vv) "***Restricted Stock Unit Award Agreement***" means a written agreement between the Company and a holder of a Restricted Stock Unit Award evidencing the terms and conditions of a Restricted Stock Unit Award grant. Each Restricted Stock Unit Award Agreement will be subject to the terms and conditions of the Plan.

(ww) "***Rule 16b-3***" means Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.

(xx) "***Rule 405***" means Rule 405 promulgated under the Securities Act.

(yy) "***Rule 701***" means Rule 701 promulgated under the Securities Act.

(zz) "***Securities Act***" means the Securities Act of 1933, as amended.

(aaa) "***Stock Appreciation Right***" or "***SAR***" means a right to receive the appreciation on Common Stock that is granted pursuant to the terms and conditions of Section 5.

(bbb) "***Stock Appreciation Right Agreement***" means a written agreement between the Company and a holder of a Stock Appreciation Right evidencing the terms and conditions of a Stock Appreciation Right grant. Each Stock Appreciation Right Agreement will be subject to the terms and conditions of the Plan.

(ccc) "***Stock Award***" means any right to receive Common Stock granted under the Plan, including an Incentive Stock Option, a Nonstatutory Stock Option, a Restricted Stock Award, a Restricted Stock Unit Award, a Stock Appreciation Right, a Performance Stock Award or any Other Stock Award.

(ddd) "***Stock Award Agreement***" means a written agreement between the Company and a Participant evidencing the terms and conditions of a Stock Award grant. Each Stock Award Agreement will be subject to the terms and conditions of the Plan.

(eee) "***Subsidiary***" means, with respect to the Company, (i) any corporation of which more than 50% of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, stock of any other class or classes of such corporation will have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, Owned by the Company, and (ii) any partnership, limited liability company or other entity in which the Company has a direct or indirect interest (whether in the form of voting or participation in profits or capital contribution) of more than 50%.

(fff) "***Ten Percent Stockholder***" means a person who Owns (or is deemed to Own pursuant to Section 424(d) of the Code) stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or any Affiliate.

(ggg) "***Transaction***" means a Corporate Transaction or a Change in Control.

EVERBRIDGE, INC.
STOCK OPTION GRANT NOTICE
(2016 EQUITY INCENTIVE PLAN)

Everbridge, Inc. (the "***Company***"), pursuant to its 2016 Equity Incentive Plan (the "***Plan***"), hereby grants to Optionholder an option to purchase the number of shares of the Company's Common Stock set forth below. This option is subject to all of the terms and conditions as set forth in this notice, in the Option Agreement, the Plan and the Notice of Exercise, all of which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Option Agreement will have the same definitions as in the Plan or the Option Agreement. If there is any conflict between the terms in this notice and the Plan, the terms of the Plan will control.

Optionholder:	_____
ID:	_____
Date of Grant:	_____
Grant Number:	_____
Vesting Commencement Date:	_____
Number of Shares Subject to Option:	_____
Exercise Price (Per Share):	_____
Total Exercise Price:	_____
Expiration Date:	_____

Type of Grant: ☐ Incentive Stock Option[1] ☐ Nonstatutory Stock Option

Exercise Schedule: Same as Vesting Schedule

Vesting Schedule: [_____]

Payment: By one or a combination of the following items (described in the Option Agreement):

☐ By cash, check, bank draft or money order payable to the Company

☐ Pursuant to a Regulation T Program if the shares are publicly traded

☐ By delivery of already-owned shares if the shares are publicly traded

☐ If and only to the extent this option is a Nonstatutory Stock Option, and subject to the Company's consent at the time of exercise, by a "net exercise" arrangement

Additional Terms/Acknowledgements: Optionholder acknowledges receipt of, and understands and agrees to, this Stock Option Grant Notice, the Option Agreement and the Plan. Optionholder acknowledges and agrees that this Stock Option Grant Notice and the Option Agreement may not be modified, amended or revised except as provided in the Plan. Optionholder further acknowledges that as of the Date of Grant, this Stock Option Grant Notice, the Option Agreement, and the Plan set forth the entire understanding between Optionholder and the Company regarding this option award and supersede all prior oral and written agreements, promises and/or representations on that subject with the exception, if applicable, of (i) equity awards previously granted and delivered to Optionholder, (ii) any compensation recovery policy that is adopted by the Company or is otherwise required by applicable law and (iii) any written employment or severance arrangement that would provide for vesting acceleration of this option upon the terms and conditions set forth therein.

1 If this is an Incentive Stock Option, it (plus other outstanding Incentive Stock Options) cannot be first *exercisable* for more than $100,000 in value (measured by exercise price) in any calendar year. Any excess over $100,000 is a Nonstatutory Stock Option.

By accepting this option, Optionholder consents to receive such documents by electronic delivery and to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

EVERBRIDGE, INC.

By: _____
Signature

Title: _____

Date: _____

OPTIONHOLDER:

_____
Signature

Date: _____

ATTACHMENTS: Option Agreement, 2016 Equity Incentive Plan and Notice of Exercise

ATTACHMENT I

OPTION AGREEMENT

EVERBRIDGE, INC.
2016 EQUITY INCENTIVE PLAN

OPTION AGREEMENT
(INCENTIVE STOCK OPTION OR NONSTATUTORY STOCK OPTION)

Pursuant to your Stock Option Grant Notice ("***Grant Notice***") and this Option Agreement, Everbridge, Inc. (the "***Company***") has granted you an option under its 2016 Equity Incentive Plan (the "***Plan***") to purchase the number of shares of the Company's Common Stock indicated in your Grant Notice at the exercise price indicated in your Grant Notice. The option is granted to you effective as of the date of grant set forth in the Grant Notice (the "***Date of Grant***"). If there is any conflict between the terms in this Option Agreement and the Plan, the terms of the Plan will control. Capitalized terms not explicitly defined in this Option Agreement or in the Grant Notice but defined in the Plan will have the same definitions as in the Plan.

The details of your option, in addition to those set forth in the Grant Notice and the Plan, are as follows:

1. VESTING. Subject to the provisions contained herein, your option will vest as provided in your Grant Notice. Vesting will cease upon the termination of your Continuous Service.

2. NUMBER OF SHARES AND EXERCISE PRICE. The number of shares of Common Stock subject to your option and your exercise price per share in your Grant Notice will be adjusted for Capitalization Adjustments.

3. EXERCISE RESTRICTION FOR NON-EXEMPT EMPLOYEES. If you are an Employee eligible for overtime compensation under the Fair Labor Standards Act of 1938, as amended (that is, a "***Non-Exempt Employee***"), and except as otherwise provided in the Plan, you may not exercise your option until you have completed at least six (6) months of Continuous Service measured from the Date of Grant, even if you have already been an employee for more than six (6) months. Consistent with the provisions of the Worker Economic Opportunity Act, you may exercise your option as to any vested portion prior to such six (6) month anniversary in the case of (i) your death or disability, (ii) a Corporate Transaction in which your option is not assumed, continued or substituted, (iii) a Change in Control or (iv) your termination of Continuous Service on your "retirement" (as defined in the Company's benefit plans).

4. METHOD OF PAYMENT. You must pay the full amount of the exercise price for the shares you wish to exercise. You may pay the exercise price in cash or by check, bank draft or money order payable to the Company or in any other manner ***permitted by your Grant Notice,*** which may include one or more of the following:

(a) Provided that at the time of exercise the Common Stock is publicly traded, pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of Common Stock, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds. This manner of payment is also known as a "broker-assisted exercise", "same day sale", or "sell to cover".

(b) Provided that at the time of exercise the Common Stock is publicly traded, by delivery to the Company (either by actual delivery or attestation) of already-owned shares of Common Stock that are owned free and clear of any liens, claims, encumbrances or security interests, and that are valued at Fair Market Value on the date of exercise. "Delivery" for these purposes, in the sole discretion of the Company at the time you exercise your option, will include delivery to the Company of your attestation of ownership of such shares of Common Stock in a form approved by the Company. You may not exercise your option by delivery to the Company of Common Stock if doing so would violate the provisions of any law, regulation or agreement restricting the redemption of the Company's stock.

(c) If this option is a Nonstatutory Stock Option, subject to the consent of the Company at the time of exercise, by a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Common Stock issued upon exercise of your option by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price. You must pay any remaining balance of the aggregate exercise price not satisfied by the "net exercise" in cash or other permitted form of payment. Shares of Common Stock will no longer be outstanding under your option and will not be exercisable thereafter if those shares (i) are used to pay the exercise price pursuant to the "net exercise," (ii) are delivered to you as a result of such exercise, and (iii) are withheld to satisfy your tax withholding obligations.

5. WHOLE SHARES. You may exercise your option only for whole shares of Common Stock.

6. SECURITIES LAW COMPLIANCE. In no event may you exercise your option unless the shares of Common Stock issuable upon exercise are then registered under the Securities Act or, if not registered, the Company has determined that your exercise and the issuance of the shares would be exempt from the registration requirements of the Securities Act. The exercise of your option also must comply with all other applicable laws and regulations governing your option, and you may not exercise your option if the Company determines that such exercise would not be in material compliance with such laws and regulations (including any restrictions on exercise required for compliance with Treas. Reg. 1.401(k)-1(d)(3), if applicable).

7. TERM. You may not exercise your option before the Date of Grant or after the expiration of the option's term. The term of your option expires, subject to the provisions of Sections 5(h) and 9(c) of the Plan, upon the earliest of the following:

(a) immediately upon the termination of your Continuous Service for Cause;

(b) three (3) months after the termination of your Continuous Service for any reason other than Cause, your Disability or your death (except as otherwise provided in Section 7(d) below); *provided, however,* that if during any part of such three (3) month period your option is not exercisable solely because of the condition set forth in the section above relating to "Securities Law Compliance," your option will not expire until the earlier of the Expiration Date or until it has been exercisable for an aggregate period of three (3) months after the termination of your Continuous Service; *provided further,* that if (i) you are a Non-Exempt Employee, (ii) your Continuous Service terminates within six (6) months after the Date of Grant, and (iii) you have vested in a portion of your option at the time of your termination of Continuous Service, your option will not expire until the earlier of (x) the later of (A) the date that is seven (7) months after the Date of Grant, and (B) the date that is three (3) months after the termination of your Continuous Service, and (y) the Expiration Date;

(c) twelve (12) months after the termination of your Continuous Service due to your Disability (except as otherwise provided in Section 7(d)) below;

(d) eighteen (18) months after your death if you die either during your Continuous Service or within three (3) months after your Continuous Service terminates for any reason other than Cause;

(e) the Expiration Date indicated in your Grant Notice; or

(f) the day before the tenth (10th) anniversary of the Date of Grant.

If your option is an Incentive Stock Option, note that to obtain the federal income tax advantages associated with an Incentive Stock Option, the Code requires that at all times beginning on the Date of Grant and ending on the day three (3) months before the date of your option's exercise, you must be an employee of the Company or an Affiliate, except in the event of your death or Disability. The Company has provided for extended exercisability of your option under certain circumstances for your benefit but cannot guarantee that your option will necessarily be treated as an Incentive Stock Option if you continue to provide services to the Company or an Affiliate as a Consultant or Director after your employment terminates or if you otherwise exercise your option more than three (3) months after the date your employment with the Company or an Affiliate terminates.

8. EXERCISE.

(a) You may exercise the vested portion of your option (and the unvested portion of your option if your Grant Notice so permits) during its term by (i) delivering a Notice of Exercise (in a form designated by the Company) or completing such other documents and/or procedures designated by the Company for exercise and (ii) paying the exercise price and any applicable withholding taxes to the Company's Secretary, stock plan administrator, or such other person as the Company may designate, together with such additional documents as the Company may then require.

(b) By exercising your option you agree that, as a condition to any exercise of your option, the Company may require you to enter into an arrangement providing for the payment by you to the Company of any tax withholding obligation of the Company arising by reason of (i) the exercise of your option, (ii) the lapse of any substantial risk of forfeiture to which the shares of Common Stock are subject at the time of exercise, or (iii) the disposition of shares of Common Stock acquired upon such exercise.

(c) If your option is an Incentive Stock Option, by exercising your option you agree that you will notify the Company in writing within fifteen (15) days after the date of any disposition of any of the shares of the Common Stock issued upon exercise of your option that occurs within two (2) years after the Date of Grant or within one (1) year after such shares of Common Stock are transferred upon exercise of your option.

(d) [By exercising your option you agree that you will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any shares of Common Stock or other securities of the Company held by you, for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as the underwriters or the Company will request to facilitate compliance with FINRA Rule 2241 or any successor or similar rules or regulation (the "***Lock-Up Period***"); *provided*, *however*, that nothing contained in this Section will prevent the exercise of a repurchase option, if any, in favor of the Company during the Lock-Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may

impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. You also agree that any transferee of any shares of Common Stock (or other securities) of the Company held by you will be bound by this Section 8(d). The underwriters of the Company's stock are intended third party beneficiaries of this Section 8(d) and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto.][2]

9. TRANSFERABILITY. Except as otherwise provided in this Section 9, your option is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you.

(a) Certain Trusts. Upon receiving written permission from the Board or its duly authorized designee, you may transfer your option to a trust if you are considered to be the sole beneficial owner (determined under Section 671 of the Code and applicable state law) while the option is held in the trust. You and the trustee must enter into transfer and other agreements required by the Company.

(b) Domestic Relations Orders. Upon receiving written permission from the Board or its duly authorized designee, and provided that you and the designated transferee enter into transfer and other agreements required by the Company, you may transfer your option pursuant to the terms of a domestic relations order, official marital settlement agreement or other divorce or separation instrument as permitted by Treasury Regulation 1.421-1(b)(2) that contains the information required by the Company to effectuate the transfer. You are encouraged to discuss the proposed terms of any division of this option with the Company prior to finalizing the domestic relations order or marital settlement agreement to help ensure the required information is contained within the domestic relations order or marital settlement agreement. If this option is an Incentive Stock Option, this option may be deemed to be a Nonstatutory Stock Option as a result of such transfer.

(c) Beneficiary Designation. Upon receiving written permission from the Board or its duly authorized designee, you may, by delivering written notice to the Company, in a form approved by the Company and any broker designated by the Company to handle option exercises, designate a third party who, on your death, will thereafter be entitled to exercise this option and receive the Common Stock or other consideration resulting from such exercise. In the absence of such a designation, your executor or administrator of your estate will be entitled to exercise this option and receive, on behalf of your estate, the Common Stock or other consideration resulting from such exercise.

10. OPTION NOT A SERVICE CONTRACT. Your option is not an employment or service contract, and nothing in your option will be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or an Affiliate, or of the Company or an Affiliate to continue your employment. In addition, nothing in your option will obligate the Company or an Affiliate, their respective shareholders, boards of directors, officers or employees to continue any relationship that you might have as a Director or Consultant for the Company or an Affiliate.

11. WITHHOLDING OBLIGATIONS.

(a) At the time you exercise your option, in whole or in part, and at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for (including by means of a

[2] NTD: For inclusion in option grants, if any, made during lock-up period.

"same day sale" pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise of your option.

(b) If this option is a Nonstatutory Stock Option, then upon your request and subject to approval by the Company, and compliance with any applicable legal conditions or restrictions, the Company may withhold from fully vested shares of Common Stock otherwise issuable to you upon the exercise of your option a number of whole shares of Common Stock having a Fair Market Value, determined by the Company as of the date of exercise, not in excess of the minimum amount of tax required to be withheld by law (or such lower amount as may be necessary to avoid classification of your option as a liability for financial accounting purposes). Notwithstanding the filing of such election, shares of Common Stock shall be withheld solely from fully vested shares of Common Stock determined as of the date of exercise of your option that are otherwise issuable to you upon such exercise. Any adverse consequences to you arising in connection with such share withholding procedure shall be your sole responsibility.

(c) You may not exercise your option unless the tax withholding obligations of the Company and/or any Affiliate are satisfied. Accordingly, you may not be able to exercise your option when desired even though your option is vested, and the Company will have no obligation to issue a certificate for such shares of Common Stock or release such shares of Common Stock from any escrow provided for herein, if applicable, unless such obligations are satisfied.

12. TAX CONSEQUENCES. You hereby agree that the Company does not have a duty to design or administer the Plan or its other compensation programs in a manner that minimizes your tax liabilities. You will not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from your option or your other compensation. In particular, you acknowledge that this option is exempt from Section 409A of the Code only if the exercise price per share specified in the Grant Notice is at least equal to the "fair market value" per share of the Common Stock on the Date of Grant and there is no other impermissible deferral of compensation associated with the option.

13. NOTICES. Any notices provided for in your option or the Plan will be given in writing (including electronically) and will be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company. The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this option by electronic means or to request your consent to participate in the Plan by electronic means. By accepting this option, you consent to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

14. GOVERNING PLAN DOCUMENT. Your option is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your option, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. If there is any conflict between the provisions of your option and those of the Plan, the provisions of the Plan will control. In addition, your option (and any compensation paid or shares issued under your option) is subject to recoupment in accordance with The Dodd–Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, any clawback policy adopted by the Company and any compensation recovery policy otherwise required by applicable law. No recovery of compensation under such a clawback policy will be an event giving rise to a right to voluntarily terminate employment upon a resignation for "good reason," or for a "constructive termination" or any similar term under any plan of or agreement with the Company.

15. OTHER DOCUMENTS. You hereby acknowledge receipt of and the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Plan prospectus. In addition, you acknowledge receipt of the Company's policy permitting certain individuals to sell shares only during certain "window" periods and the Company's insider trading policy, in effect from time to time.

16. EFFECT ON OTHER EMPLOYEE BENEFIT PLANS. The value of this option will not be included as compensation, earnings, salaries, or other similar terms used when calculating your benefits under any employee benefit plan sponsored by the Company or any Affiliate, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any of the Company's or any Affiliate's employee benefit plans.

17. VOTING RIGHTS. You will not have voting or any other rights as a shareholder of the Company with respect to the shares to be issued pursuant to this option until such shares are issued to you. Upon such issuance, you will obtain full voting and other rights as a shareholder of the Company. Nothing contained in this option, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between you and the Company or any other person.

18. SEVERABILITY. If all or any part of this Option Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Option Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Option Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

19. MISCELLANEOUS.

(a) The rights and obligations of the Company under your option will be transferable to any one or more persons or entities, and all covenants and agreements hereunder will inure to the benefit of, and be enforceable by the Company's successors and assigns.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your option.

(c) You acknowledge and agree that you have reviewed your option in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your option, and fully understand all provisions of your option.

(d) This Option Agreement will be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(e) All obligations of the Company under the Plan and this Option Agreement will be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

* * *

This Option Agreement will be deemed to be signed by you upon the signing by you of the Grant Notice to which it is attached.

ATTACHMENT II

2016 EQUITY INCENTIVE PLAN

ATTACHMENT III

NOTICE OF EXERCISE

NOTICE OF EXERCISE

Everbridge, Inc.
Attention: Stock Plan Administrator

Date of Exercise: _____

This constitutes notice to Everbridge, Inc. (the "***Company***") under my stock option that I elect to purchase the below number of shares of Common Stock of the Company (the "***Shares***") for the price set forth below.

Type of option (check one):	Incentive ☐	Nonstatutory ☐
Stock option dated:		
Number of Shares as to which option is exercised:		
Certificates to be issued in name of:		
Total exercise price:	$	$
Cash payment delivered herewith:	$	$
[Value of _____ Shares delivered herewith[3]:	$	$]
[Value of _____ Shares pursuant to net exercise[2]:	$	$]
[Regulation T Program (cashless exercise):	$	$][4]

By this exercise, I agree (i) to provide such additional documents as you may require pursuant to the terms of the Everbridge, Inc. 2016 Equity Incentive Plan, (ii) to provide for the payment by me to you (in the manner designated by you) of your withholding obligation, if any, relating to the exercise of this option, and (iii) if this exercise relates to an Incentive Stock Option, to notify you in writing within fifteen (15) days after the date of any disposition of any of the Shares issued upon exercise of this option that occurs within two (2) years after the date of grant of this option or within one (1) year after such Shares are issued upon exercise of this option.

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3 Shares must meet the public trading requirements set forth in the option. Shares must be valued in accordance with the terms of the option being exercised, and must be owned free and clear of any liens, claims, encumbrances or security interests. Certificates must be endorsed or accompanied by an executed assignment separate from certificate.

2 The option must be a Nonstatutory Stock Option, and the Company must have established net exercise procedures at the time of exercise, in order to utilize this payment method.

4 Delete bracketed methods of payment that are not provided for in the grant notice.

[I further agree that, if required by the Company (or a representative of the underwriters) in connection with the first underwritten registration of the offering of any securities of the Company under the Securities Act, I will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any shares of Common Stock or other securities of the Company for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act (or such longer period as the underwriters or the Company shall request to facilitate compliance with FINRA Rule 2241 or any successor or similar rule or regulation) (the "***Lock-Up Period***"). I further agree to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop transfer instructions with respect to securities subject to the foregoing restrictions until the end of such period.][5]

Very truly yours,

_____

5 NTD: For inclusion in option grants, if any, made during lock-up period.

Exhibit 10.5

EVERBRIDGE, INC.

2016 EMPLOYEE STOCK PURCHASE PLAN
ADOPTED BY THE BOARD OF DIRECTORS: [_____], 2016
APPROVED BY THE STOCKHOLDERS: [_____], 2016

1. GENERAL; PURPOSE.

(a) The Plan provides a means by which Eligible Employees of the Company and certain designated Related Corporations may be given an opportunity to purchase shares of Common Stock. The Plan permits the Company to grant a series of Purchase Rights to Eligible Employees under an Employee Stock Purchase Plan.

(b) The Company, by means of the Plan, seeks to retain the services of such Employees, to secure and retain the services of new Employees and to provide incentives for such persons to exert maximum efforts for the success of the Company and its Related Corporations.

2. ADMINISTRATION.

(a) The Board will administer the Plan unless and until the Board delegates administration of the Plan to a Committee or Committees, as provided in Section 2(c).

(b) The Board will have the power, subject to, and within the limitations of, the express provisions of the Plan:

(i) To determine how and when Purchase Rights will be granted and the provisions of each Offering (which need not be identical).

(ii) To designate from time to time which Related Corporations of the Company will be eligible to participate in the Plan.

(iii) To construe and interpret the Plan and Purchase Rights, and to establish, amend and revoke rules and regulations for its administration. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan, in a manner and to the extent it deems necessary or expedient to make the Plan fully effective.

(iv) To settle all controversies regarding the Plan and Purchase Rights granted under the Plan.

(v) To suspend or terminate the Plan at any time as provided in Section 12.

(vi) To amend the Plan at any time as provided in Section 12.

(vii) Generally, to exercise such powers and to perform such acts as it deems necessary or expedient to promote the best interests of the Company and its Related Corporations and to carry out the intent that the Plan be treated as an Employee Stock Purchase Plan.

(viii) To adopt such procedures and sub-plans as are necessary or appropriate to permit participation in the Plan by Employees who are foreign nationals or employed outside the United States.

(c) The Board may delegate some or all of the administration of the Plan to a Committee or Committees. If administration is delegated to a Committee, the Committee will have, in connection with the administration of the Plan, the powers theretofore possessed by the Board that have been delegated to the Committee, including the power to delegate to a subcommittee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board will thereafter be to the Committee or subcommittee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. The Board may retain the authority to concurrently administer the Plan with the Committee and may, at any time, revest in the Board some or all of the powers previously delegated. Whether or not the Board has delegated administration of the Plan to a Committee, the Board will have the final power to determine all questions of policy and expediency that may arise in the administration of the Plan.

(d) All determinations, interpretations and constructions made by the Board in good faith will not be subject to review by any person and will be final, binding and conclusive on all persons.

3. SHARES OF COMMON STOCK SUBJECT TO THE PLAN.

(a) Subject to the provisions of Section 11(a) relating to Capitalization Adjustments, the maximum number of shares of Common Stock that may be issued under the Plan will not exceed 500,000 shares of Common Stock, plus the number of shares of Common Stock that are automatically added on January 1st of each year for a period of up to ten years, commencing on the first January 1 following the IPO Date and ending on (and including) January 1, 2026, in an amount equal to the lesser of (i) 1% of the total number of shares of Common Stock outstanding on December 31st of the preceding calendar year, and (ii) 200,000 shares of Common Stock. Notwithstanding the foregoing, the Board may act prior to the first day of any calendar year to provide that there will be no January 1st increase in the share reserve for such calendar year or that the increase in the share reserve for such calendar year will be a lesser number of shares of Common Stock than would otherwise occur pursuant to the preceding sentence.

(b) If any Purchase Right granted under the Plan terminates without having been exercised in full, the shares of Common Stock not purchased under such Purchase Right will again become available for issuance under the Plan.

(c) The stock purchasable under the Plan will be shares of authorized but unissued or reacquired Common Stock, including shares repurchased by the Company on the open market.

4. GRANT OF PURCHASE RIGHTS; OFFERING.

(a) The Board may from time to time grant or provide for the grant of Purchase Rights to Eligible Employees under an Offering (consisting of one or more Purchase Periods) on an Offering Date or Offering Dates selected by the Board. Each Offering will be in such form and will contain such terms and conditions as the Board will deem appropriate, and will comply

with the requirement of Section 423(b)(5) of the Code that all Employees granted Purchase Rights will have the same rights and privileges. The terms and conditions of an Offering shall be incorporated by reference into the Plan and treated as part of the Plan. The provisions of separate Offerings need not be identical, but each Offering will include (through incorporation of the provisions of this Plan by reference in the document comprising the Offering or otherwise) the period during which the Offering will be effective, which period will not exceed 27 months beginning with the Offering Date, and the substance of the provisions contained in Sections 5 through 8, inclusive.

(b) If a Participant has more than one Purchase Right outstanding under the Plan, unless he or she otherwise indicates in forms delivered to the Company: (i) each form will apply to all of his or her Purchase Rights under the Plan, and (ii) a Purchase Right with a lower exercise price (or an earlier-granted Purchase Right, if different Purchase Rights have identical exercise prices) will be exercised to the fullest possible extent before a Purchase Right with a higher exercise price (or a later-granted Purchase Right if different Purchase Rights have identical exercise prices) will be exercised.

(c) The Board will have the discretion to structure an Offering so that if the Fair Market Value of a share of Common Stock on the first Trading Day of a new Purchase Period within that Offering is less than or equal to the Fair Market Value of a share of Common Stock on the Offering Date for that Offering, then (i) that Offering will terminate immediately as of that first Trading Day, and (ii) the Participants in such terminated Offering will be automatically enrolled in a new Offering beginning on the first Trading Day of such new Purchase Period.

5. ELIGIBILITY.

(a) Purchase Rights may be granted only to Employees of the Company or, as the Board may designate in accordance with Section 2(b), to Employees of a Related Corporation. Except as provided in Section 5(b), an Employee will not be eligible to be granted Purchase Rights unless, on the Offering Date, the Employee has been in the employ of the Company or the Related Corporation, as the case may be, for such continuous period preceding such Offering Date as the Board may require, but in no event will the required period of continuous employment be equal to or greater than two years. In addition, the Board may (unless prohibited by law) provide that no Employee will be eligible to be granted Purchase Rights under the Plan unless, on the Offering Date, such Employee's customary employment with the Company or the Related Corporation is more than 20 hours per week and more than five months per calendar year or such other criteria as the Board may determine consistent with Section 423 of the Code.

(b) The Board may provide that each person who, during the course of an Offering, first becomes an Eligible Employee and elects to participate in the Offering will, on a date or dates specified in the Offering which coincides with the day on which such person becomes an Eligible Employee or which occurs thereafter, receive a Purchase Right under that Offering, which Purchase Right will thereafter be deemed to be a part of that Offering. Such Purchase Right will have the same characteristics as any Purchase Rights originally granted under that Offering, as described herein, except that:

(i) the date on which such Purchase Right is granted will be the "Offering Date" of such Purchase Right for all purposes, including determination of the exercise price of such Purchase Right;

(ii) the period of the Offering with respect to such Purchase Right will begin on its Offering Date and end coincident with the end of such Offering; and

(iii) the Board may provide that if such person first becomes an Eligible Employee within a specified period of time before the end of the Offering, he or she will not receive any Purchase Right under that Offering.

(c) The Board may provide that each person who did not elect to fully participate in an ongoing Offering prior to the commencement of a subsequent Purchase Period and elects to participate in the Offering will, on a date or dates specified in the Offering which coincides with the day on which such person elects to participate in the Offering or which occurs thereafter, receive a Purchase Right under that Offering, which Purchase Right will thereafter be deemed to be a part of that Offering. Such Purchase Right will have the same characteristics as any Purchase Rights originally granted under that Offering, as described herein, except that:

(i) the date on which such Purchase Right is granted will be the "Offering Date" of such Purchase Right for all purposes, including determination of the exercise price of such Purchase Right;

(ii) the period of the Offering with respect to such Purchase Right will begin on its Offering Date and end coincident with the end of such Offering; and

(iii) the Board may provide that if such person first elects to participate in the Offering within a specified period of time before the end of the Offering, he or she will not receive any Purchase Right under that Offering.

(d) No Employee will be eligible for the grant of any Purchase Rights if, immediately after any such Purchase Rights are granted, such Employee owns stock possessing five percent or more of the total combined voting power or value of all classes of stock of the Company or of any Related Corporation (unless otherwise required by law). For purposes of this Section 5(c), the rules of Section 424(d) of the Code will apply in determining the stock ownership of any Employee, and stock which such Employee may purchase under all outstanding Purchase Rights and options will be treated as stock owned by such Employee.

(e) As specified by Section 423(b)(8) of the Code, an Eligible Employee may be granted Purchase Rights only if such Purchase Rights, together with any other rights granted under all Employee Stock Purchase Plans of the Company and any Related Corporations, do not permit such Eligible Employee's rights to purchase stock of the Company or any Related Corporation to accrue at a rate which exceeds $25,000 of Fair Market Value of such stock (determined at the time such rights are granted, and which, with respect to the Plan, will be determined as of their respective Offering Dates) for each calendar year in which such rights are outstanding at any time.

(f) Officers of the Company and any designated Related Corporation, if they are otherwise Eligible Employees, will be eligible to participate in Offerings under the Plan. Notwithstanding the foregoing, the Board may (unless prohibited by law) provide in an Offering that Employees who are highly compensated Employees within the meaning of Section 423(b)(4)(D) of the Code will not be eligible to participate.

6. PURCHASE RIGHTS; PURCHASE PRICE.

(a) On each Offering Date, each Eligible Employee, pursuant to an Offering made under the Plan, will be granted a Purchase Right to purchase up to that number of shares of Common Stock purchasable either with a percentage or with a maximum dollar amount, as designated by the Board, but in either case not exceeding 15% of such Employee's earnings (as defined by the Board in each Offering) during the period that begins on the Offering Date (or such later date as the Board determines for a particular Offering) and ends on the date stated in the Offering, which date will be no later than the end of the Offering.

(b) The Board will establish one or more Purchase Dates during an Offering on which Purchase Rights granted for that Offering will be exercised and shares of Common Stock will be purchased in accordance with such Offering.

(c) In connection with each Offering made under the Plan, the Board may specify (i) a maximum number of shares of Common Stock that may be purchased by any Participant on any Purchase Date during such Offering, (ii) a maximum aggregate number of shares of Common Stock that may be purchased by all Participants pursuant to such Offering and/or (iii) a maximum aggregate number of shares of Common Stock that may be purchased by all Participants on any Purchase Date under the Offering. If the aggregate purchase of shares of Common Stock issuable upon exercise of Purchase Rights granted under the Offering would exceed any such maximum aggregate number, then, in the absence of any Board action otherwise, a pro rata (based on each Participant's accumulated Contributions) allocation of the shares of Common Stock available will be made in as nearly a uniform manner as will be practicable and equitable.

(d) The purchase price of shares of Common Stock acquired pursuant to Purchase Rights will be not less than the lesser of:

(i) an amount equal to 85% of the Fair Market Value of the shares of Common Stock on the Offering Date; or

(ii) an amount equal to 85% of the Fair Market Value of the shares of Common Stock on the applicable Purchase Date.

7. PARTICIPATION; WITHDRAWAL; TERMINATION.

(a) An Eligible Employee may elect to participate in an Offering and authorize payroll deductions as the means of making Contributions by completing and delivering to the Company, within the time specified in the Offering, an enrollment form provided by the Company. The enrollment form will specify the amount of Contributions not to exceed the maximum amount specified by the Board. Each Participant's Contributions will be credited to a

bookkeeping account for such Participant under the Plan and will be deposited with the general funds of the Company except where applicable law requires that Contributions be deposited with a third party. If permitted in the Offering, a Participant may begin such Contributions with the first payroll occurring on or after the Offering Date (or, in the case of a payroll date that occurs after the end of the prior Offering but before the Offering Date of the next new Offering, Contributions from such payroll will be included in the new Offering). If permitted in the Offering, a Participant may thereafter reduce (including to zero) or increase his or her Contributions. If required under applicable law or if specifically provided in the Offering, in addition to or instead of making Contributions by payroll deductions, a Participant may make Contributions through the payment by cash or check prior to a Purchase Date.

(b) During an Offering, a Participant may cease making Contributions and withdraw from the Offering by delivering to the Company a withdrawal form provided by the Company. The Company may impose a deadline before a Purchase Date for withdrawing. Upon such withdrawal, such Participant's Purchase Right in that Offering will immediately terminate and the Company will distribute to such Participant all of his or her accumulated but unused Contributions and such Participant's Purchase Right in that Offering shall thereupon terminate. A Participant's withdrawal from that Offering will have no effect upon his or her eligibility to participate in any other Offerings under the Plan, but such Participant will be required to deliver a new enrollment form to participate in subsequent Offerings.

(c) Unless otherwise required by applicable law, Purchase Rights granted pursuant to any Offering under the Plan will terminate immediately if the Participant either (i) is no longer an Employee for any reason or for no reason (subject to any post-employment participation period required by law) or (ii) is otherwise no longer eligible to participate. The Company will distribute to such individual all of his or her accumulated but unused Contributions.

(d) During a Participant's lifetime, Purchase Rights will be exercisable only by such Participant. Purchase Rights are not transferable by a Participant, except by will, by the laws of descent and distribution, or, if permitted by the Company, by a beneficiary designation as described in Section 10.

(e) Unless otherwise specified in the Offering or required by applicable law, the Company will have no obligation to pay interest on Contributions.

8. EXERCISE OF PURCHASE RIGHTS.

(a) On each Purchase Date, each Participant's accumulated Contributions will be applied to the purchase of shares of Common Stock, up to the maximum number of shares of Common Stock permitted by the Plan and the applicable Offering, at the purchase price specified in the Offering. No fractional shares will be issued unless specifically provided for in the Offering.

(b) If any amount of accumulated Contributions remains in a Participant's account after the purchase of shares of Common Stock on the final Purchase Date of an Offering, then such remaining amount will not roll over to the next Offering and will instead be distributed in full to such Participant after the final Purchase Date of such Offering without interest (unless otherwise required by applicable law).

(c) No Purchase Rights may be exercised to any extent unless the shares of Common Stock to be issued upon such exercise under the Plan are covered by an effective registration statement pursuant to the Securities Act and the Plan is in material compliance with all applicable federal, state, foreign and other securities and other laws applicable to the Plan. If on a Purchase Date the shares of Common Stock are not so registered or the Plan is not in such compliance, no Purchase Rights will be exercised on such Purchase Date, and the Purchase Date will be delayed until the shares of Common Stock are subject to such an effective registration statement and the Plan is in material compliance, except that the Purchase Date will in no event be more than 27 months from the Offering Date. If, on the Purchase Date, as delayed to the maximum extent permissible, the shares of Common Stock are not registered and the Plan is not in material compliance with all applicable laws, no Purchase Rights will be exercised and all accumulated but unused Contributions will be distributed to the Participants without interest.

9. COVENANTS OF THE COMPANY.

The Company will seek to obtain from each federal, state, foreign or other regulatory commission or agency having jurisdiction over the Plan such authority as may be required to grant Purchase Rights and issue and sell shares of Common Stock thereunder. If, after commercially reasonable efforts, the Company is unable to obtain the authority that counsel for the Company deems necessary for the grant of Purchase Rights or the lawful issuance and sale of Common Stock under the Plan, and at a commercially reasonable cost, the Company will be relieved from any liability for failure to grant Purchase Rights and/or to issue and sell Common Stock upon exercise of such Purchase Rights.

10. DESIGNATION OF BENEFICIARY.

(a) The Company may, but is not obligated to, permit a Participant to submit a form designating a beneficiary who will receive any shares of Common Stock and/or Contributions from the Participant's account under the Plan if the Participant dies before such shares and/or Contributions are delivered to the Participant. The Company may, but is not obligated to, permit the Participant to change such designation of beneficiary. Any such designation and/or change must be on a form approved by the Company.

(b) If a Participant dies, and in the absence of a valid beneficiary designation, the Company will deliver any shares of Common Stock and/or Contributions to the executor or administrator of the estate of the Participant. If no executor or administrator has been appointed (to the knowledge of the Company), the Company, in its sole discretion, may deliver such shares of Common Stock and/or Contributions to the Participant's spouse, dependents or relatives, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

11. ADJUSTMENTS UPON CHANGES IN COMMON STOCK; CORPORATE TRANSACTIONS.

(a) In the event of a Capitalization Adjustment, the Board will appropriately and proportionately adjust: (i) the class(es) and maximum number of securities subject to the Plan pursuant to Section 3(a), (ii) the class(es) and maximum number of securities by which the share reserve is to increase automatically each year pursuant to Section 3(a), (iii) the class(es) and number of securities subject to, and the purchase price applicable to outstanding Offerings and Purchase Rights, and (iv) the class(es) and number of securities that are the subject of the purchase limits under each ongoing Offering. The Board will make these adjustments, and its determination will be final, binding and conclusive.

(b) In the event of a Corporate Transaction, then: (i) any surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company) may assume or continue outstanding Purchase Rights or may substitute similar rights (including a right to acquire the same consideration paid to the stockholders in the Corporate Transaction) for outstanding Purchase Rights, or (ii) if any surviving or acquiring corporation (or its parent company) does not assume or continue such Purchase Rights or does not substitute similar rights for such Purchase Rights, then the Participants' accumulated Contributions will be used to purchase shares of Common Stock within ten business days prior to the Corporate Transaction under the outstanding Purchase Rights, and the Purchase Rights will terminate immediately after such purchase.

12. AMENDMENT, TERMINATION OR SUSPENSION OF THE PLAN.

(a) The Board may amend the Plan at any time in any respect the Board deems necessary or advisable. However, except as provided in Section 11(a) relating to Capitalization Adjustments, stockholder approval will be required for any amendment of the Plan for which stockholder approval is required by applicable law or listing requirements, including any amendment that either (i) materially increases the number of shares of Common Stock available for issuance under the Plan, (ii) materially expands the class of individuals eligible to become Participants and receive Purchase Rights, (iii) materially increases the benefits accruing to Participants under the Plan or materially reduces the price at which shares of Common Stock may be purchased under the Plan, (iv) materially extends the term of the Plan, or (v) expands the types of awards available for issuance under the Plan, but in each of (i) through (v) above only to the extent stockholder approval is required by applicable law or listing requirements.

(b) The Board may suspend or terminate the Plan at any time. No Purchase Rights may be granted under the Plan while the Plan is suspended or after it is terminated.

(c) Any benefits, privileges, entitlements and obligations under any outstanding Purchase Rights granted before an amendment, suspension or termination of the Plan will not be materially impaired by any such amendment, suspension or termination except (i) with the consent of the person to whom such Purchase Rights were granted, (ii) as necessary to comply with any laws, listing requirements, or governmental regulations (including, without limitation, the provisions of Section 423 of the Code and the regulations and other interpretive guidance issued thereunder relating to Employee Stock Purchase Plans) including without limitation any such regulations or other guidance that may be issued or amended after the Effective Date, or (iii) as necessary to obtain or maintain favorable tax, listing, or regulatory treatment. To be clear, the Board may amend outstanding Purchase Rights without a Participant's consent if such amendment is necessary to ensure that the Purchase Right and/or the Plan complies with the requirements of Section 423 of the Code.

13. EFFECTIVE DATE OF PLAN.

The Plan will become effective on the IPO Date. No Purchase Rights will be exercised unless and until the Plan has been approved by the stockholders of the Company, which approval must be within 12 months before or after the date the Plan is adopted (or if required under Section 12(a) above, materially amended) by the Board.

14. MISCELLANEOUS PROVISIONS.

(a) Proceeds from the sale of shares of Common Stock pursuant to Purchase Rights will constitute general funds of the Company.

(b) A Participant will not be deemed to be the holder of, or to have any of the rights of a holder with respect to, shares of Common Stock subject to Purchase Rights unless and until the Participant's shares of Common Stock acquired upon exercise of Purchase Rights are recorded in the books of the Company (or its transfer agent).

(c) The Plan and Offering do not constitute an employment contract. Nothing in the Plan or in the Offering will in any way alter the at will nature of a Participant's employment, if applicable, or be deemed to create in any way whatsoever any obligation on the part of any Participant to continue in the employ of the Company or a Related Corporation, or on the part of the Company or a Related Corporation to continue the employment of a Participant.

(d) The provisions of the Plan will be governed by the laws of the State of Delaware without resort to that state's conflicts of laws rules.

(e) If any particular provision of the Plan is found to be invalid or otherwise unenforceable, such provision will not affect the other provisions of the Plan, but the Plan will be construed in all respects as if such invalid provision were omitted.

15. DEFINITIONS.

As used in the Plan, the following definitions will apply to the capitalized terms indicated below:

(a) "***Board***" means the Board of Directors of the Company.

(b) "***Capitalization Adjustment***" means any change that is made in, or other events that occur with respect to, the Common Stock subject to the Plan or subject to any Purchase Right after the Effective Date without the receipt of consideration by the Company through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or other similar equity restructuring transaction, as that term is used in Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto). Notwithstanding the foregoing, the conversion of any convertible securities of the Company will not be treated as a Capitalization Adjustment.

(c) "***Code***" means the Internal Revenue Code of 1986, as amended, including any applicable regulations and guidance thereunder.

(d) "***Committee***" means a committee of one or more members of the Board to whom authority has been delegated by the Board in accordance with Section 2(c).

(e) "***Common Stock***" means the common stock of the Company.

(f) "***Company***" means Everbridge, Inc., a Delaware corporation.

(g) "***Contributions***" means the payroll deductions and other additional payments specifically provided for in the Offering that a Participant contributes to fund the exercise of a Purchase Right. A Participant may make additional payments into his or her account if specifically provided for in the Offering, and then only if the Participant has not already had the maximum permitted amount withheld during the Offering through payroll deductions.

(h) "***Corporate Transaction***" means the consummation, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) a sale or other disposition of all or substantially all, as determined by the Board in its sole discretion, of the consolidated assets of the Company and its Subsidiaries;

(ii) a sale or other disposition of more than 50% of the outstanding securities of the Company;

(iii) a merger, consolidation or similar transaction following which the Company is not the surviving corporation; or

(iv) a merger, consolidation or similar transaction following which the Company is the surviving corporation but the shares of Common Stock outstanding immediately preceding the merger, consolidation or similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

(i) "***Director***" means a member of the Board.

(j) "***Effective Date***" means the effective date of the Plan, as set forth in Section 13.

(k) "***Eligible Employee***" means an Employee who meets the requirements set forth in the document(s) governing the Offering for eligibility to participate in the Offering, provided that such Employee also meets the requirements for eligibility to participate set forth in the Plan.

(l) "***Employee***" means any person, including an Officer or Director, who is "employed" for purposes of Section 423(b)(4) of the Code by the Company or a Related Corporation. However, service solely as a Director, or payment of a fee for such services, will not cause a Director to be considered an "Employee" for purposes of the Plan.

(m) "***Employee Stock Purchase Plan***" means a plan that grants Purchase Rights intended to be options issued under an "employee stock purchase plan," as that term is defined in Section 423(b) of the Code.

(n) "***Exchange Act***" means the Securities Exchange Act of 1934, as amended and the rules and regulations promulgated thereunder.

(o) "***Fair Market Value***" means, as of any date, the value of the Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or traded on any established market, the Fair Market Value of a share of Common Stock will be the **closing sales price** for such stock as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) **on the date of determination**, as reported in such source as the Board deems reliable. Unless otherwise provided by the Board, if there is no closing sales price for the Common Stock on the date of determination, then the Fair Market Value will be the closing sales price on the last preceding date for which such quotation exists.

(ii) In the absence of such markets for the Common Stock, the Fair Market Value will be determined by the Board in good faith in compliance with applicable laws and in a manner that complies with Sections 409A of the Code.

(iii) Notwithstanding the foregoing, for any Offering that commences on the IPO Date, the Fair Market Value of the shares of Common Stock on the Offering Date will be the price per share at which shares are first sold to the public in the Company's initial public offering as specified in the final prospectus for that initial public offering.

(p) "***IPO Date***" means the date of the underwriting agreement between the Company and the underwriter(s) managing the initial public offering of the Common Stock, pursuant to which the Common Stock is priced for the initial public offering.

(q) "***Offering***" means the grant to Eligible Employees of Purchase Rights, with the exercise of those Purchase Rights automatically occurring at the end of one or more Purchase Periods. The terms and conditions of an Offering will generally be set forth in the "***Offering Document***" approved by the Board for that Offering.

(r) "***Offering Date***" means a date selected by the Board for an Offering to commence.

(s) "***Officer***" means a person who is an officer of the Company or a Related Corporation within the meaning of Section 16 of the Exchange Act.

(t) "***Participant***" means an Eligible Employee who holds an outstanding Purchase Right.

(u) "***Plan***" means this Everbridge, Inc. 2016 Employee Stock Purchase Plan.

(v) "***Purchase Date***" means one or more dates during an Offering selected by the Board on which Purchase Rights will be exercised and on which purchases of shares of Common Stock will be carried out in accordance with such Offering.

(w) "***Purchase Period***" means a period of time specified within an Offering, generally beginning on the Offering Date or on the first Trading Day following a Purchase Date, and ending on a Purchase Date. An Offering may consist of one or more Purchase Periods.

(x) "***Purchase Right***" means an option to purchase shares of Common Stock granted pursuant to the Plan.

(y) "***Related Corporation***" means any "parent corporation" or "subsidiary corporation" of the Company whether now or subsequently established, as those terms are defined in Sections 424(e) and (f), respectively, of the Code.

(z) "***Securities Act***" means the Securities Act of 1933, as amended.

(aa) "***Trading Day***" means any day on which the exchange(s) or market(s) on which shares of Common Stock are listed, including but not limited to the NYSE, Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market or any successors thereto, is open for trading.

Exhibit 10.6

Non-Employee Director Compensation Policy

Cash Compensation

Effective upon the closing of the initial underwritten public offering of common stock (the "***Common Stock***") of Everbridge, Inc. (the "***Company***"), each non-employee member of the board of directors (the "***Board***") of the Company will receive an annual cash retainer of $30,000. The chairpersons of the Audit Committee, Compensation Committee and Nominating and Corporate Governance Committee will receive additional annual cash retainers of $10,000, $5,000 and $5,000, respectively. Other members of the Audit Committee, Compensation Committee and Nominating and Corporate Governance Committee will receive additional annual cash retainers of $3,000 for each such committee of which they are a member. Such annual cash retainers shall be payable in equal quarterly installments, in arrears, following the end of each quarter in which the service occurred, prorated for any partial quarters of service.

The Company will also reimburse all reasonable out-of-pocket expenses incurred by non-employee directors in attending meetings of the Board or any committee of the Board; *provided*, that such non-employee director timely submits to the Company appropriate documentation substantiating such expenses in accordance with the Company's travel and expense policy, as in effect from time to time.

Equity Compensation

Commencing on the next annual meeting of the Company's stockholders, each continuing non-employee director as of the date of the annual meeting of the Company's stockholders will receive an annual grant of a non-qualified stock option to purchase 7,500 shares of Common Stock, having an exercise price equal to the fair market value of the Common Stock on such grant date, which will vest in full on the earlier of the first anniversary of such grant date or the date of the next annual stockholders' meeting, provided that the applicable non-employee director is, as of such vesting date, then a director of the Company.

All equity awards granted pursuant to this policy will be granted under and shall be subject to the Company's 2016 Equity Incentive Plan (the "***Plan***"), as amended, or any successor equity incentive plan and the applicable award agreements thereunder, including the limitations on compensation payable to non-employee directors set forth therein. All equity awards granted pursuant to this policy will vest in full upon, but subject to the occurrence of, a Change in Control (as defined in the Plan).

Exhibit 10.17

October 28, 2015

Elliot J. Mark

Re: Terms of Employment

Dear Elliot:

This letter agreement (this "**Agreement**") will set forth the terms of your "at-will" employment relationship with Everbridge, Inc., and/or any present or future parent, subsidiary or affiliate thereof (collectively, the "**Company**"). This Agreement hereby supersedes any and all previous agreements relating to your employment relationship with the Company. The terms of your position with the Company are as set forth below and will be effective only upon, and subject to, the signing of this Agreement and any other agreements or documentation required hereunder, by you and the Company. Subject to the Company's successful completion of your background and reference checks, your employment shall commence on November 16, 2015 (the "**Commencement Date**"), unless you and the Company mutually agree on an alternative date.

1. Employment.

(a) Title and Duties. Subject to the terms and conditions of this Agreement, the Company will employ you, and you will be employed by the Company, on an "at-will" basis, as its Senior Vice President and General Counsel, or in such additional or different position or positions as the Board of Directors of the Company (the "**Board**") may determine in its sole discretion, reporting to Jaime Ellertson, Chairman and Chief Executive Officer. You shall do and perform all services, acts or things necessary or advisable to manage and conduct the business of the Company and which are normally associated with the position of Senior Vice President and General Counsel, and as further described in **Schedule 1** attached hereto.

(b) Full Time Best Efforts. For so long as you are employed hereunder, you will devote substantially all of your business time and energies to the business and affairs of the Company, and shall at all times faithfully, industriously and to the best of your ability, experience and talent, perform all of your duties and responsibilities hereunder. In furtherance of, and not in limitation of the foregoing, during the term of this Agreement, you further agree that you shall not, with the exception of the company or companies that are identified on **Schedule 2** attached hereto, if any, and subject to the provisions thereof, render commercial or professional services of any nature, including as a founder, advisor, or a member of a board of directors, to any person or organization, whether or not for compensation, without the prior approval of the Chief Executive Officer in his sole discretion; provided, however, that nothing contained in this Section 1(b) will be deemed to prevent or limit your right to manage your personal investments on your own personal time or (ii) participate in religious, charitable or civic organizations in any capacity on your own personal time. As set forth above, your employment with the Company is "at-will," and, accordingly, either you or the Company may terminate your employment at any time, with or without cause, for any reason or no reason.

(c) Location. Unless the parties hereto otherwise agree in writing, during the term of this Agreement, you shall perform the services required to be performed pursuant to this Agreement at the Company's Burlington, Massachusetts offices. In addition, the Company may, from time to time require you to travel temporarily to other locations in connection with the Company's business.

2. Compensation. During the term of your employment with the Company, the Company will pay you the following compensation:

(a) Base Salary. As of the effective date of this Agreement, which shall be the date set forth on the signature page hereof following the signature of the individual executing this Agreement on behalf of the Company (the "**Effective Date**"), you will be paid an annual salary as set forth on **Schedule A** attached hereto, as may be increased from time to time as part of the Company's normal salary review process (the "**Base Salary**"). The Base Salary shall be prorated for any partial year of employment on the basis of a 365-day year. Your Base Salary will be subject to standard payroll deductions and withholdings, and payable in accordance with the Company's standard payroll practice as it exists from time to time.

(b) Expenses. During the term of your employment, the Company shall reimburse you for all reasonable and documented expenses incurred by you in the performance of your duties under this Agreement in accordance with Company policy.

(c) Annual Performance Bonus. You will be eligible to earn an annual performance bonus at the conclusion of each year of employment with the Company (the "**Annual Bonus**"). The amount, award and timing of the payment of the Annual Bonus shall be set forth in a Company Management Incentive Plan, established each year by the Board, in its discretion. The Company's Management Incentive Plan for fiscal year 2015 is set forth on **Schedule A** attached hereto. Company Management Incentive Plans, if any, for subsequent years, shall be provided to you by the Chief Executive Officer.

(d) Stock Options. You will be granted 350,000 option shares pending approval of the Board (which approval shall be requested on or promptly following the Commencement Date, but in no event later than the next meeting of the Compensation Committee of the Board of Directors) pursuant to an Option Agreement as defined in the Employer's 2008 Equity Incentive Plan (the "**Option Plan**"). Except as otherwise provided in the Option Agreement, the number of Option Shares that are vested (disregarding any resulting fractional share) as of any date shall be determined as follows: (i) no Option Shares will be vested prior to the Vesting Commencement Date; (it being understood that the Vesting Commencement Date shall be the same as the Commencement Date); (ii) twenty-five percent (25%) of the Option Shares will be vested and exercisable upon the one (1) year anniversary of the Vesting Commencement Date, and (iii) the remaining Option Shares will vest and become exercisable in a series of twelve (12) equal installments occurring every three (3) months following, and measured from, the one (1) year anniversary of the Vesting Commencement Date, such that 100% of the Option Shares will be vested and exercisable upon the fourth (4^{th})

anniversary of the Vesting Commencement Date; *provided, however*, that there has not been a Termination of Service as of each such date. In no event will the Option become exercisable for any additional Option Shares after a Termination of Service. In addition, in the event that, within twelve (12) months following a Change in Control (as defined in the Option Plan), there is an Involuntary Termination of Service (as defined in the Option Plan), then any Option Shares that remain unvested as of such termination date will vest as of such termination date, subject to the provisions of, and as more fully described in, the Stock Option Grant Notice. At future dates after the Commencement Date, at the discretion of the Board, additional option grants may be made. Any undefined terms herein shall be as defined in the Option Plan. All other aspects of these shares will be in accordance with the standard Option Plan.

(e) Sign-On Bonus. The Company shall pay you a one-time sign-on bonus in the amount of $5,000, subject to payroll deductions and withholdings, within 30 days following the first day of your employment with the Company.

(f) Employee Benefits. As an employee of the Company, you will be eligible to participate in such Company-sponsored benefits and programs as are made generally available by the Board to other members of the Senior Management Team of the Company, including but not limited to receipt of the highest level of cell phone stipend available to Company employees, which shall be paid on a quarterly basis. In addition, you will be entitled to annually accrue twenty (20) days of Paid Time Off (vacation/sick time) in accordance with the Company's vacation policy as established by the Board and as in effect from time to time. The Company reserves the right to change or eliminate any benefit plans at any time, upon notice to you.

3. Separation Benefits. You shall be entitled to receive separation benefits upon termination of employment only as set forth in this Section 3; *provided, however*, that in the event you are entitled to any severance pay under a Company-sponsored severance pay plan, any such severance pay to which you are entitled under such severance pay plan shall reduce the amount of severance pay to which you are entitled pursuant to this Section 3. In all cases, upon termination of employment you will receive payment for all salary, earned bonus (if any) and unused vacation accrued as of the date of your termination of employment, and your benefits will be continued under the Company's then existing benefit plans and policies in accordance with such plans and policies in effect on the date of termination and in accordance with applicable law. In furtherance of, and not in limitation of the foregoing, but without duplication, during the period wherein which you shall be receiving Separation Payments in accordance with the provisions of Section 3(d) hereof (the "**Severance Period**"), then the Company shall, at its election, either (i) continue to pay for your health benefits under the Company's sponsored health care program in which you were enrolled and eligible to receive benefits prior to your termination of employment, or (ii) pay for your health coverage under the Consolidated Omnibus Budget Reconciliation Act ("**COBRA**"), in each case, for the Severance Period, when such premiums are due and owing.

(a) Voluntary Resignation. If you voluntarily elect to terminate your employment with the Company (other than under the circumstances described in Section 3(c) or 3(d) below), you shall not be entitled to any separation benefits.

(b) Termination for Cause. If the Company or its successor terminates your employment for Cause (as defined below), then you shall not be entitled to receive any separation benefits.

(c) Termination for Death or Disability. If your employment with the Company is terminated by reason of death or disability, then, as a severance benefit, the Company shall continue to pay one-twelfth (1/12th) of your Base Salary for a period of three (3) months, in accordance with the Company's normal payroll schedule and policy in effect from time to time. For purposes of this section, "**Disability**" shall mean your inability to perform your duties under this Agreement because you have become permanently disabled within the meaning of any policy of disability income insurance covering employees of the Company then in force. In the event the Company has no policy of disability income insurance covering employees of the Company in force when you become disabled, the term "**Disability**" shall mean your inability to perform your duties under this Agreement by reason of any incapacity, physical or mental, which the Board, based upon medical advice or an opinion provided by a licensed physician acceptable to the Board, determines to have incapacitated you from satisfactorily performing all of your usual services for the Company for a period of at least ninety (90) days during any twelve (12) month period (whether or not consecutive) and is expected to continue to incapacitate you thereafter, not including any time during which you were on medical leave required by federal or state law. Based upon such medical advice or opinion, the determination of the Board shall be final and binding and the date such determination is made shall be the date of such Disability for purposes of this Agreement.

(d) Involuntary Termination; Termination for Good Reason. Subject to the provisions of Section 5 hereof, if either (i) your employment is terminated by the Company other than for Cause, or (ii) you voluntarily terminate your employment with the Company for Good Reason (as defined below), in either case, then, as a severance benefit, the Company shall continue to pay you an amount equal to one-twelfth (1/12th) of your Base Salary for without duplication, the following time period: (A) three (3) months, if and to the extent that your employment is terminated within twelve (12) months following the Effective Date; or (B) six (6) months, if and to the extent that your employment is terminated more than twelve (12) months following the Effective Date. Payment of amounts set forth in this Section 3(d) shall be paid to you monthly, in accordance with the Company's normal payroll schedule and policy in effect from time to time.

(e) Certain Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(i) "**Cause**" shall mean any of the following: (i) acts of moral turpitude, fraud or dishonesty that involve the assets of the Company, its customers, suppliers or affiliates; (ii) the conviction of, or a pleading of guilty or *nolo contendere* to, a felony other than involving a traffic related infraction; (iii) use of narcotics, liquor or illicit drugs in a manner that has had a detrimental effect on the performance of your duties; (iv) willfully and repeatedly neglecting your duties to the Company; (v) engaging in any conduct which, after an investigation by a neutral third party, is determined to be discriminatory or harassing toward other Company employees; or (vi) engaging in any conduct which breaches a material provision of this Agreement or the Inventions Agreement (as defined below).

(A) Cause shall only exist where the Company has provided you with written notice of the alleged problem or violation of this Agreement or the Inventions Agreement, and you shall have failed to cure such condition to the reasonable satisfaction of the Company within ten (10) business days. In making any determination that Cause exists, the Board shall act fairly and in good faith and shall give you an opportunity to appear and be heard at a meeting of the Board or any committee thereof and present evidence on your behalf. For any termination pursuant to (e)(i)(i) or (e)(i)(vi) of Section 3, the Company must have reasonable, specific evidence to establish that such conduct has occurred or "Cause" shall not exist. For the avoidance of doubt, and notwithstanding anything herein contained to the contrary, in the event that (x) any of the conditions specified in Section (e)(i)(i) through (e)(i)(vi) of Section 3 shall have occurred, and (y) the Company has reasonable evidence to establish that such conduct has occurred, and (z) the occurrence of any such event shall not be capable of cure, then the Company shall not be required to provide you any notice and a cure period in respect thereof.

(ii) "**Good Reason**" shall mean (A) your demotion to a position with the Company or any successor thereto that does not include the same level of responsibilities without your consent, (B) a material breach by the Company of its contractual obligations to you, (C) a material reduction in your Base Salary of more than ten percent (10%) or a material reduction in your benefits, without your written consent, other than a reduction in salary or benefits with respect to similarly situated employees of the Company generally, (D) the relocation, without your written consent, of your principal workplace to a geographic location that is more than fifty (50) miles from the Company's place of business in Burlington, Massachusetts, or (E) failure of any successor to the Company to assume and agree to perform substantially all of the Company's obligations pursuant to the terms and conditions of this Agreement. In order to resign for Good Reason, you must provide written notice to the Company within 30 days after the first occurrence of the event giving rise to Good Reason setting forth the basis for your resignation, allow the Company at least 30 days from receipt of such written notice to cure such event, and if such event is not reasonably cured within such period, you must resign from all positions you then hold with the Company not later than 90 days after the expiration of the cure period.

4. Mitigation. You shall not be required to mitigate the amount of any payment or benefits provided for in this Agreement by seeking other employment or otherwise. Further, the amount of any payment or benefits provided for in this Agreement shall not be reduced by any compensation earned by you as a result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by you to the Company or otherwise.

5. Conditions to Receipt of Severance or other Benefits Pursuant to this Agreement.

(a) Release of Claims Agreement. Notwithstanding anything herein contained to the contrary, the receipt of any severance or other benefits pursuant to Section 3(d) of this Agreement (the "**Separation Payments**") is subject to your signing and not revoking a separation agreement and release of claims, based on the Company's standard form release, of any and all claims you may have against the Company and its officers, employees, directors, parents and affiliates, in substantially the form attached hereto on **Schedule A-1** (the "**Release**"), which must become effective and irrevocable no later than the sixtieth (60^{th}) day following the

termination of employment (the "**Release Deadline**"). If the Release does not become effective and irrevocable by the Release Deadline, you will forfeit any rights to Separation Payments or benefits under this Agreement. No Separation Payments and benefits under this Agreement will be paid or provided until the Release becomes effective and irrevocable, and any such Separation Payments and benefits otherwise payable between the date of your termination of employment and the date the Release becomes effective and irrevocable will be paid on the date the Release becomes effective and irrevocable.

(b) Continued Compliance with Agreements. Your receipt of any Separation Payments or other benefits pursuant to this Agreement will be subject to, and contingent upon, your not being in breach of this Agreement and / or the Inventions Agreement as of the date of your termination, and your continued compliance following the date of your termination with the terms of this Agreement, the Inventions Agreement and the Release, notwithstanding anything herein contained to the contrary.

(c) Section 409A.

(i) Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to you, if any, pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Internal Revenue Code Section 409A (together, the "**Deferred Payments**") will be payable until you have a "separation from service" within the meaning of Section 409A ("**Section 409A**") of the Internal Revenue Code of 1986, as amended (the "**Code**"). Similarly, no severance payable to you, if any, pursuant to this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A 1(b)(9) will be payable until you have a "separation from service" within the meaning of Section 409A.

(ii) Any severance payments or benefits under this Agreement that would be considered Deferred Payments will be paid on, or, in the case of installments, will not commence until, the sixtieth (60th) day following your separation from service, or, if later, such time as required by Section 5(c)(iii). Except as required by Section 5(c)(iii), any installment payments that would have been made to you during the sixty (60) day period immediately following your separation from service but for the preceding sentence will be paid to you on the sixtieth (60th) day following your separation from service and the remaining payments will be made as provided in this Agreement.

(iii) Further, if you are a "specified employee" within the meaning of Section 409A at the time of your separation from service (other than due to death), any Deferred Payments that otherwise are payable within the first six (6) months following your separation from service will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of your separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, in the event of your death following your separation from service but prior to the six (6) month anniversary of your separation from service (or any later delay date), then any payments delayed in accordance with this Section 5(c)(iii) will be payable in a lump sum as soon as administratively practicable after

the date of your death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under the Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(iv) Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of clause (i) above. Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit (as defined below) will not constitute Deferred Payments for purposes of clause (i) above.

(v) The foregoing provisions are intended to comply with, or be exempt from, the requirements of Section 409A so that none of the severance payments and benefits to be provided under this Agreement will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply or be exempt. You and the Company agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to you under Section 409A. In no event will the Company reimburse you for any taxes that may be imposed on you as result of Section 409A.

6. Confidential and Proprietary Information.

(a) Confidential Information and Inventions Agreement. As a condition to the execution and effectiveness of this Agreement, you agree to execute concurrently herewith, and to abide by, the Company's Confidential Information and Inventions Agreement, attached hereto as **Schedule B** (the "**Inventions Agreement**"). In furtherance, and not in limitation of the provisions thereof, you agree, during the term hereof and thereafter, that you shall take all steps reasonably necessary to hold the Company's proprietary information in trust and confidence, will not use proprietary information in any manner or for any purpose except in connection with the performance of your services to the Company, and will not (other than in the performance of the services to the Company as herein contemplated), disclose any such proprietary information to any third party without first obtaining the Company's express written consent on a case-by-case basis.

(b) Third Party Information. You understand that the Company has received, and will in the future receive, from third parties confidential or proprietary information ("**Third Party Information**") subject to a duty on the Company's part to maintain the confidentiality of such information and use it only for certain limited purposes. You agree to hold Third Party Information in confidence and not to disclose to anyone (other than the Company's personnel who need to know such information in connection with their work for the Company) or to use, except in connection with the performance of your services to the Company, Third Party Information unless expressly authorized in writing by an officer of the Company.

7. Arbitration.

(a) Agreement to Arbitrate. Except as provided for any action arising out of any violation of the Inventions Agreement or as set forth in Section 7(b) below addressing excluded claims and remedies, you and the Company both agree that any disputes of any kind whatsoever arising out of or relating to the termination of your employment with the Company, including any breach of this Agreement, shall be subject to final and binding arbitration.

(b) Excluded Claims, Relief and Enforcement. You understand that this Agreement does not prohibit you from pursuing an administrative claim with a local, state, or federal administrative body such as the Massachusetts Commission Against Discrimination, Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the National Labor Relations Board, or the Workers' Compensation Board, or the Department of Unemployment Assistance for unemployment benefits. This Agreement does not preclude the Company from pursuing court action regarding any claims arising out of any breach of the Inventions Agreement or other claims not otherwise resulting from, or arising out of, the termination of your employment with the Company. Nothing in this Agreement prohibits either party from seeking injunctive or declaratory relief from a court of competent jurisdiction. Either the Company or you may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Otherwise, with the exception of claims set forth in this Section 7(b) or arising out of the Inventions Agreement, neither party shall initiate or prosecute any lawsuit or claim in anyway related to any arbitrable claim, including without limitation any claims as to the making, existence, validity, or enforceability of the agreement to arbitrate.

(c) Procedure. You agree that any arbitration will be administered by Judicial Arbitration & Mediation Services, Inc. ("**JAMS**"), pursuant to its employment arbitration rules and procedures (the "**JAMS Rules**"), a copy of which is attached as **Schedule C** to this Agreement and which are available at www.jamsadr.com/rules-employment-arbitration. A neutral and impartial arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication, motions to dismiss and demurrers, and motions related to discovery, prior to any arbitration hearing. You also agree that the arbitrator shall have the power to award any remedies available under applicable law. In the event that either party to this Agreement rejects a written offer to compromise from the other party, and fails to obtain a more favorable judgment or award, the arbitrator may award attorneys' fees and costs to the party that made the offer to compromise in an amount that the arbitrator deems appropriate, taking into consideration the attorneys' fees and costs (including expert fees) actually incurred and reasonably necessary to defend or prosecute the action. The arbitrator will not have the authority to disregard or refuse to enforce any lawful Company policy, and the arbitrator shall not order or require the Company to adopt a policy not otherwise required by law. You understand that the Company will pay the costs and fees of the arbitration that you initiate, but only those fees over and above the costs you would have incurred had you filed a complaint in a court of law. You agree that the arbitrator shall prepare a written decision containing the essential findings and conclusions on which the award is based. You agree that any arbitration under this Agreement shall be conducted in Boston, Massachusetts.

(d) Exclusive and Final Remedy. Except as provided by the JAMS Rules and this Agreement, arbitration shall be the sole, exclusive and final remedy for any dispute between you and the Company. Accordingly, except as provided for by the JAMS Rules and this

Agreement, neither you nor the Company will be permitted to pursue court action regarding claims that are subject to arbitration. Nothing in this Agreement or in this provision is intended to waive the provisional relief remedies available under the JAMS Rules.

(e) Prohibition of Group Actions. Claims must be brought in your individual capacity, not as a representative or class member in any purported class or representative proceeding. The arbitrator shall not consolidate claims of different employees into one proceeding, nor shall the arbitrator have the power to hear arbitration as a class action.

(f) Voluntary Nature of Agreement. You acknowledge and agree that you are executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else. You further acknowledge and agree that you have carefully read this Agreement and have asked any questions needed for you to understand the terms, consequences, and binding effect of this Agreement and fully understand it, including that ***you are waiving your right to a jury trial.*** Finally, you acknowledge that you have been advised by the Company to seek the advice of an attorney of your choice before signing this Agreement and you agree that you have been provided such an opportunity.

8. General.

(a) Entire Agreement, Amendment and Waiver. This Agreement, together with the other agreements specifically referred to herein, embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof, including but not limited to the offer letter between you and the Company dated October 12, 2015. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

(b) Notices. Any notice, request, instruction or other document required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the party to be notified at the following address of such party or at such other address as such party may designate by ten (10) days advance written notice to the other parties hereto in accordance with the provisions hereof:

If to the Company: Everbridge, Inc.
500 N. Brand Blvd., Suite 1000
Glendale, CA 91203
Attention: Chairman of the Board

with a copy to: Cooley LLP
500 Boylston Street
Boston, MA 02116
Attention: Nicole Brookshire

If to you: Elliot J. Mark

(c) Availability of Injunctive Relief. The parties hereto agree that, notwithstanding anything to the contrary herein contained, any party may petition a court for injunctive relief where either party alleges or claims a violation of this Agreement or the Inventions Agreement or any other agreement regarding trade secrets, confidential information, non-solicitation or assignment of inventions. In the event either party seeks injunctive relief, the prevailing party shall be entitled to recover reasonable costs and attorney's fees.

(d) Assignment. The Company may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all of the Company's business or that aspect of the Company's business in which you are principally involved. You may not assign your rights and obligations under this Agreement without the prior written consent of the Company.

(e) Governing Law. This Agreement, and the rights and obligations of the parties hereunder, will be construed in accordance with and governed by the law of the Commonwealth of Massachusetts, without giving effect to the conflict of law principles thereof.

(f) Taxes. All payments to you under this Agreement shall be subject to all applicable federal, state and local withholding, payroll and other taxes.

(g) Severability. The finding by an arbitrator or a court of competent jurisdiction of the unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal. Such arbitrator or court shall have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision which most accurately represents the parties' intention with respect to the invalid or unenforceable term or provision. If moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographic scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

(h) Interpretation; Construction. The headings set forth in this Agreement are for convenience of reference only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel to the Company, but you have been encouraged to consult with, and have consulted with, your own independent counsel and tax advisors with respect to the terms of this Agreement. The parties acknowledge that each party and its counsel has reviewed and revised, or had an opportunity to review and revise, this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(i) Return of Company Property. Upon termination of this Agreement or earlier as requested by the Company, you shall deliver to the Company any and all equipment, and, at the election of the Company, either deliver or destroy, and certify thereto, any and all drawings, notes, memoranda, specifications, devices, formulas and documents, together with all copies, extracts and summaries thereof, and any other material containing or disclosing any Third Party Information or Proprietary Information (as defined in the Inventions Agreement) of the Company.

(j) Survival. The provisions of Sections 3, 5, 6, 7 and 8, and the provisions of the Inventions Agreement, shall survive termination of this Agreement.

(k) Representations and Warranties. By signing this Agreement, you represent and warrant that (i) you are not restricted or prohibited, contractually or otherwise, from entering into and performing each of the terms and covenants contained in this Agreement, and (ii) your execution and performance of this Agreement shall not violate or breach any other agreements between you and any other person or entity, and (iii) you have provided the Company with copies of any written agreements presently in effect between you and any current or former employer. You further represent and warrant that you will not, during the term hereof, enter into any oral or written agreement in conflict with any of the provisions of this Agreement, the agreements referenced herein and the Company's policies.

(l) Confirmation of Employment Status. Prior to your first day of employment with the Company, and as a condition to such employment, you shall provide the Company with documentation of your eligibility to work in the United States, as required by the Immigration and Reform and Control Act of 1986.

(m) Trade Secrets of Others. It is the understanding of both the Company and you that you shall not divulge to the Company and/or its subsidiaries any confidential information or trade secrets belonging to others, including your former employers, nor shall the Company seek to elicit from you any such information. Consistent with the foregoing, you shall not provide to the Company and/or its affiliates, and the Company and/or its affiliates shall not request, any documents or copies of documents containing such information.

(n) Telecopy Execution and Delivery. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

(o) Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS BELOW]

If the foregoing accurately sets forth our agreement, please so indicate by signing and returning to us the enclosed copy of this letter.

Very truly yours,

EVERBRIDGE, INC.

By: /s/ Jaime Ellerston

Name: Jaime Ellerston

Title: President & CEO

Date: 11/3/2015

ACCEPTED AND AGREED TO BY:

/s/ Elliot J. Mark
Elliot J. Mark

10/30/15
Date

Schedule 1

Duties and Responsibilities

Defined terms used in this Schedule 1 not otherwise herein defined shall have the meanings ascribed to them in the letter agreement to which this Schedule 1 is attached.

The Senior Vice President and General Counsel is responsible for leading corporate strategic and tactical legal initiatives. The Senior Vice President and General Counsel provides senior management with effective advice on company strategies and their implementation, manages the legal function, and obtains and oversees the work of outside counsel. The Senior Vice President and General Counsel is directly involved in complex business transactions in negotiating critical contracts.

Essential Functions:

1. Participates in the definition and development of corporate policies, procedures and programs and provides continuing counsel and guidance on legal matters and on legal implications of all matters.
2. Serves as key lawyer/legal advisor on all major business transactions, including acquisitions, divestitures and joint ventures.
3. Judges the merits of major court cases filed against or on behalf of the Company, works with the appropriate executive(s) to define a strategic defense and approves settlements of disputes where warranted.
4. Assumes ultimate responsibility for ensuring that the Company conducts its business in compliance with applicable SEC, et. al. laws and regulations.
5. Structures and manages the Company’s internal legal function and staff.
6. Oversees the selection, retention, management and evaluation of all outside counsel.
7. Advises on legal aspects of the company’s financing, including assessing and advising on current and future business structures and legal entities.
8. Serve as Corporate Secretary.

The Senior Vice President and General Counsel will be a key member of the Senior Management Team and will report to the Chief Executive Officer.

Schedule 2

Defined terms used in this Schedule 2 not otherwise herein defined shall have the meanings ascribed to them in the letter agreement to which this Schedule 2 is attached.

None as of the Effective Date.

Schedule A

Base Salary, 2015 Annual Bonus; Everbridge, Inc. 2015 Executive Bonus Plan

Defined terms used in this Schedule A not otherwise herein defined shall have the meanings ascribed to them in the letter agreement to which this Schedule A is attached.

Base Salary: 225,000 per annum

Annual Bonus: $100,000 (which will be prorated for 2015 based on your length of employment in 2015) based on the metrics and calculations provided for in the Board approved Everbridge, Inc. 2015 Management Incentive Plan.

Everbridge, Inc. 2015 Management Incentive Plan [Attached]

Exhibit 10.18

January 20, 2016

Joel B. Rosen

Re: Terms of Employment

Dear Joel:

This letter agreement (this "**Agreement**") will set forth the terms of your "at-will" employment relationship with Everbridge, Inc., and/or any present or future parent, subsidiary or affiliate thereof (collectively, the "**Company**"). This Agreement hereby supersedes any and all previous agreements relating to your employment relationship with the Company. The terms of your position with the Company are as set forth below and will be effective only upon, and subject to, the signing of this Agreement and any other agreements or documentation required hereunder, by you and the Company. Subject to the Company's successful completion of your background and reference checks, your employment shall commence on January 20, 2016 (the "**Commencement Date**"), unless you and the Company mutually agree on an alternative date.

1. Employment.

(a) Title and Duties. Subject to the terms and conditions of this Agreement, the Company will employ you, and you will be employed by the Company, on an "at-will" basis, as its Chief Marketing Officer, or in such additional or different position or positions as the Board of Directors of the Company (the "**Board**") may determine in its sole discretion, reporting to Jaime Ellertson, Chairman and Chief Executive Officer. You shall do and perform all services, acts or things necessary or advisable to manage and conduct the business of the Company and which are normally associated with the position of Chief Marketing Officer, and as further described in **Schedule 1** attached hereto.

(b) Full Time Best Efforts. For so long as you are employed hereunder, you will devote substantially all of your business time and energies to the business and affairs of the Company, and shall at all times faithfully, industriously and to the best of your ability, experience and talent, perform all of your duties and responsibilities hereunder. In furtherance of, and not in limitation of the foregoing, during the term of this Agreement, you further agree that you shall not render commercial or professional services of any nature, including as a founder, advisor, or a member of a board of directors, to any person or organization, whether or not for compensation, if such services would materially interfere with your duties under this Agreement, without the prior approval of the Chief Executive Officer in his sole discretion; provided, however, that nothing contained in this Section 1(b) will be deemed to prevent or limit your right to (i) manage your personal investments on your own personal time or (ii) participate in religious, charitable or civic organizations in any capacity on your own personal time. As set forth above, your employment with the Company is "at-will," and, accordingly, either you or the Company may terminate your employment at any time, with or without cause, for any reason or no reason.

(c) Location. Unless the parties hereto otherwise agree in writing, during the term of this Agreement, you shall perform the services required to be performed pursuant to this Agreement at the Company's Burlington, Massachusetts offices. In addition, the Company may, from time to time require you to travel temporarily to other locations in connection with the Company's business.

2. Compensation. During the term of your employment with the Company, the Company will pay you the following compensation:

(a) Base Salary. As of the effective date of this Agreement, which shall be the date set forth on the signature page hereof following the signature of the individual executing this Agreement on behalf of the Company (the "**Effective Date**"), you will be paid an annual salary as set forth on **Schedule A** attached hereto, as may be increased from time to time as part of the Company's normal salary review process (the "**Base Salary**"). The Base Salary shall be prorated for any partial year of employment on the basis of a 365-day year. Your Base Salary will be subject to standard payroll deductions and withholdings, and payable in accordance with the Company's standard payroll practice as it exists from time to time.

(b) Expenses. During the term of your employment, the Company shall reimburse you for all reasonable and documented expenses incurred by you in the performance of your duties under this Agreement in accordance with Company policy.

(c) Annual Performance Bonus. You will be eligible to earn an annual performance bonus at the conclusion of each year of employment with the Company (the "**Annual Bonus**"). The amount, award and timing of the payment of the Annual Bonus shall be set forth in a Company Management Incentive Plan, established each year by the Board, in its discretion. The Company's Management Incentive Plan for fiscal year 2016 is set forth on **Schedule A** attached hereto. Company Management Incentive Plans, if any, for subsequent years, shall be provided to you by the Chief Executive Officer.

(d) Stock Options. You will be granted 600,000 option shares pending approval of the Board (which approval shall be requested on or promptly following the Commencement Date, but in no event later than the next meeting of the Compensation Committee of the Board of Directors) pursuant to an Option Agreement as defined in the Employer's 2008 Equity Incentive Plan (the "**Option Plan**"). Except as otherwise provided in the Option Agreement, the number of Option Shares that are vested (disregarding any resulting fractional share) as of any date shall be determined as follows: (i) no Option Shares will be vested prior to the Vesting Commencement Date (it being understood that the Vesting Commencement Date shall be the same as the Commencement Date); (ii) twenty-five percent (25%) of the Option Shares will be vested and exercisable upon the one (1) year anniversary of the Vesting Commencement Date, and (iii) the remaining Option Shares will vest and become exercisable in a series of twelve (12) equal installments occurring every three (3) months following, and measured from, the one (1) year anniversary of the Vesting Commencement Date, such that 100% of the Option Shares will

be vested and exercisable upon the fourth (4th) anniversary of the Vesting Commencement Date; *provided*, *however*, that there has not been a Termination of Service as of each such date. In no event will the Option become exercisable for any additional Option Shares after a Termination of Service. In addition, in the event that, within twelve (12) months following a Change in Control (as defined in the Option Plan), there is an Involuntary Termination of Service (as defined in the Option Plan), then any Option Shares that remain unvested as of such termination date will vest as of such termination date, subject to the provisions of, and as more fully described in, the Stock Option Grant Notice. At future dates after the Commencement Date, at the discretion of the Board, additional option grants may be made. Any undefined terms herein shall be as defined in the Option Plan. All other aspects of these shares will be in accordance with the standard Option Plan.

(e) Sign-On Bonus. The Company shall pay you a one-time sign-on bonus in the amount of $25,000, subject to payroll deductions and withholdings, within 30 days following the first day of your employment with the Company.

(f) Employee Benefits. As an employee of the Company, you will be eligible to participate in such Company-sponsored benefits and programs as are made generally available by the Board to other members of the Senior Management Team of the Company, including but not limited to receipt of the highest level of cell phone stipend available to Company employees, which shall be paid on a quarterly basis. In addition, you will be entitled to annually accrue twenty (20) days of Paid Time Off (vacation/sick time) in accordance with the Company's vacation policy as established by the Board and as in effect from time to time. The Company reserves the right to change or eliminate any benefit plans at any time, upon notice to you.

3. Separation Benefits. You shall be entitled to receive separation benefits upon termination of employment only as set forth in this Section 3; *provided*, *however*, that in the event you are entitled to any severance pay under a Company-sponsored severance pay plan, any such severance pay to which you are entitled under such severance pay plan shall reduce the amount of severance pay to which you are entitled pursuant to this Section 3. In all cases, upon termination of employment you will receive payment for all salary, earned bonus (if any) and unused vacation accrued as of the date of your termination of employment, and your benefits will be continued under the Company's then existing benefit plans and policies in accordance with such plans and policies in effect on the date of termination and in accordance with applicable law. In furtherance of, and not in limitation of the foregoing, but without duplication, during the period wherein which you shall be receiving Separation Payments in accordance with the provisions of Section 3(d) hereof (the "**Severance Period**"), then the Company shall, at its election, either (i) continue to pay for your health benefits under the Company's sponsored health care program in which you were enrolled and eligible to receive benefits prior to your termination of employment, or (ii) pay for your health coverage under the Consolidated Omnibus Budget Reconciliation Act ("**COBRA**"), in each case, for the Severance Period, when such premiums are due and owing.

(a) Voluntary Resignation. If you voluntarily elect to terminate your employment with the Company (other than under the circumstances described in Section 3(c) or 3(d) below), you shall not be entitled to any separation benefits.

(b) Termination for Cause. If the Company or its successor terminates your employment for Cause (as defined below), then you shall not be entitled to receive any separation benefits.

(c) Termination for Death or Disability. If your employment with the Company is terminated by reason of death or disability, then, as a severance benefit, the Company shall continue to pay one-twelfth (1/12th) of your Base Salary for a period of three (3) months, in accordance with the Company's normal payroll schedule and policy in effect from time to time. For purposes of this section, "**Disability**" shall mean your inability to perform your duties under this Agreement because you have become permanently disabled within the meaning of any policy of disability income insurance covering employees of the Company then in force. In the event the Company has no policy of disability income insurance covering employees of the Company in force when you become disabled, the term "**Disability**" shall mean your inability to perform your duties under this Agreement by reason of any incapacity, physical or mental, which the Board, based upon medical advice or an opinion provided by a licensed physician acceptable to the Board, determines to have incapacitated you from satisfactorily performing all of your usual services for the Company for a period of at least ninety (90) days during any twelve (12) month period (whether or not consecutive) and is expected to continue to incapacitate you thereafter, not including any time during which you were on medical leave required by federal or state law. Based upon such medical advice or opinion, the determination of the Board shall be final and binding and the date such determination is made shall be the date of such Disability for purposes of this Agreement.

(d) Involuntary Termination; Termination for Good Reason. Subject to the provisions of Section 5 hereof, if either (i) your employment is terminated by the Company other than for Cause, or (ii) you voluntarily terminate your employment with the Company for Good Reason (as defined below), in either case, then, as a severance benefit, the Company shall continue to pay you an amount equal to one-twelfth (1/12th) of your Base Salary for without duplication, the following time period: (A) three (3) months, if and to the extent that your employment is terminated within twelve (12) months following the Effective Date; or (B) six (6) months, if and to the extent that your employment is terminated more than twelve (12) months following the Effective Date. Payment of amounts set forth in this Section 3(d) shall be paid to you monthly, in accordance with the Company's normal payroll schedule and policy in effect from time to time.

(e) Certain Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(i) "**Cause**" shall mean any of the following: (i) acts of moral turpitude, fraud or dishonesty that involve the assets of the Company, its customers, suppliers or affiliates; (ii) the conviction of, or a pleading of guilty or *nolo contendere* to, a felony other than involving a traffic related infraction; (iii) use of narcotics, liquor or illicit drugs in a manner that has had a detrimental effect on the performance of your duties; (iv) willfully and repeatedly neglecting your duties to the Company; (v) engaging in any conduct which, after an investigation by a neutral third party, is determined to be discriminatory or harassing toward other Company employees; or (vi) engaging in any conduct which breaches a material provision of this Agreement or the Inventions Agreement (as defined below).

(A) Cause shall only exist where the Company has provided you with written notice of the alleged problem or violation of this Agreement or the Inventions Agreement, and you shall have failed to cure such condition to the reasonable satisfaction of the Company within ten (10) business days. In making any determination that Cause exists, the Board shall act fairly and in good faith and shall give you an opportunity to appear and be heard at a meeting of the Board or any committee thereof and present evidence on your behalf. For any

termination pursuant to (e)(i)(i) or (e)(i)(vi) of Section 3, the Company must have reasonable, specific evidence to establish that such conduct has occurred or "Cause" shall not exist. For the avoidance of doubt, and notwithstanding anything herein contained to the contrary, in the event that (x) any of the conditions specified in Section (e)(i)(i) through (e)(i)(vi) of Section 3 shall have occurred, and (y) the Company has reasonable evidence to establish that such conduct has occurred, and (z) the occurrence of any such event shall not be capable of cure, then the Company shall not be required to provide you any notice and a cure period in respect thereof.

(ii) "**Good Reason**" shall mean (A) a material reduction or diminution in your authority, duties, responsibilities, title or position with the Company or any successor thereto without your consent, (B) a material breach by the Company of its contractual obligations to you, (C) a material reduction in your Base Salary of more than ten percent (10%) or a material reduction in your benefits, without your written consent, other than a reduction in salary or benefits with respect to similarly situated employees of the Company generally, (D) the relocation, without your written consent, of your principal workplace to a geographic location that is more than fifty (50) miles from the Company's place of business in Burlington, Massachusetts, or (E) failure of any successor to the Company to assume and agree to perform substantially all of the Company's obligations pursuant to the terms and conditions of this Agreement. In order to resign for Good Reason, you must provide written notice to the Company within 30 days after the first occurrence of the event giving rise to Good Reason setting forth the basis for your resignation, allow the Company at least 30 days from receipt of such written notice to cure such event, and if such event is not reasonably cured within such period, you must resign from all positions you then hold with the Company not later than 90 days after the expiration of the cure period.

4. Mitigation. You shall not be required to mitigate the amount of any payment or benefits provided for in this Agreement by seeking other employment or otherwise. Further, the amount of any payment or benefits provided for in this Agreement shall not be reduced by any compensation earned by you as a result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by you to the Company or otherwise.

5. Conditions to Receipt of Severance or other Benefits Pursuant to this Agreement.

(a) Release of Claims Agreement. Notwithstanding anything herein contained to the contrary, the receipt of any severance or other benefits pursuant to Section 3(d) of this Agreement (the "**Separation Payments**") is subject to your signing and not revoking a separation agreement and release of claims, based on the Company's standard form release, of any and all claims you may have against the Company and its officers, employees, directors, parents and affiliates, in substantially the form attached hereto on **Schedule A-1** (the "**Release**"), which must become effective and irrevocable no later than the sixtieth (60th) day following the termination of employment (the "**Release Deadline**"). If the Release does not become effective and irrevocable by the Release Deadline, you will forfeit any rights to Separation Payments or benefits under this Agreement. No Separation Payments and benefits under this Agreement will be paid or provided until the Release becomes effective and irrevocable, and any such Separation Payments and benefits otherwise payable between the date of your termination of employment and the date the Release becomes effective and irrevocable will be paid on the date the Release becomes effective and irrevocable.

(b) Continued Compliance with Agreements. Your receipt of any Separation Payments or other benefits pursuant to this Agreement will be subject to, and contingent upon, your not being in breach of this Agreement and / or the Inventions Agreement as of the date of your termination, and your continued compliance following the date of your termination with the terms of this Agreement, the Inventions Agreement and the Release, notwithstanding anything herein contained to the contrary.

(c) Section 409A.

(i) Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to you, if any, pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Internal Revenue Code Section 409A (together, the "**Deferred Payments**") will be payable until you have a "separation from service" within the meaning of Section 409A ("**Section 409A**") of the Internal Revenue Code of 1986, as amended (the "**Code**"). Similarly, no severance payable to you, if any, pursuant to this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A 1(b)(9) will be payable until you have a "separation from service" within the meaning of Section 409A.

(ii) Any severance payments or benefits under this Agreement that would be considered Deferred Payments will be paid on, or, in the case of installments, will not commence until, the sixtieth (60th) day following your separation from service, or, if later, such time as required by Section 5(c)(iii). Except as required by Section 5(c)(iii), any installment payments that would have been made to you during the sixty (60) day period immediately following your separation from service but for the preceding sentence will be paid to you on the sixtieth (60th) day following your separation from service and the remaining payments will be made as provided in this Agreement.

(iii) Further, if you are a "specified employee" within the meaning of Section 409A at the time of your separation from service (other than due to death), any Deferred Payments that otherwise are payable within the first six (6) months following your separation from service will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of your separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, in the event of your death following your separation from service but prior to the six (6) month anniversary of your separation from service (or any later delay date), then any payments delayed in accordance with this Section 5(c)(iii) will be payable in a lump sum as soon as administratively practicable after the date of your death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under the Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(iv) Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of clause (i) above. Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit (as defined below) will not constitute Deferred Payments for purposes of clause (i) above.

(v) The foregoing provisions are intended to comply with, or be exempt from, the requirements of Section 409A so that none of the severance payments and benefits to be provided under this Agreement will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply or be exempt. You and the Company agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to you under Section 409A. In no event will the Company reimburse you for any taxes that may be imposed on you as result of Section 409A.

6. Confidential and Proprietary Information.

(a) Confidential Information and Inventions Agreement. As a condition to the execution and effectiveness of this Agreement, you agree to execute concurrently herewith, and to abide by, the Company's Confidential Information and Inventions Agreement, attached hereto as **Schedule B** (the "**Inventions Agreement**"). In furtherance, and not in limitation of the provisions thereof, you agree, during the term hereof and thereafter, that you shall take all steps reasonably necessary to hold the Company's proprietary information in trust and confidence, will not use proprietary information in any manner or for any purpose except in connection with the performance of your services to the Company, and will not (other than in the performance of the services to the Company as herein contemplated), disclose any such proprietary information to any third party without first obtaining the Company's express written consent on a case-by-case basis.

(b) Third Party Information. You understand that the Company has received, and will in the future receive, from third parties confidential or proprietary information ("**Third Party Information**") subject to a duty on the Company's part to maintain the confidentiality of such information and use it only for certain limited purposes. You agree to hold Third Party Information in confidence and not to disclose to anyone (other than the Company's personnel who need to know such information in connection with their work for the Company) or to use, except in connection with the performance of your services to the Company, Third Party Information unless expressly authorized in writing by an officer of the Company.

7. Arbitration.

(a) Agreement to Arbitrate. Except as provided for any action arising out of any violation of the Inventions Agreement or as set forth in Section 7(b) below addressing excluded claims and remedies, you and the Company both agree that any disputes of any kind whatsoever arising out of or relating to the termination of your employment with the Company, including any breach of this Agreement, shall be subject to final and binding arbitration.

(b) Excluded Claims, Relief and Enforcement. You understand that this Agreement does not prohibit you from pursuing an administrative claim with a local, state, or federal administrative body such as the Massachusetts Commission Against Discrimination, Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the National Labor Relations Board, or the Workers' Compensation Board, or the Department of

Unemployment Assistance for unemployment benefits. This Agreement does not preclude the Company from pursuing court action regarding any claims arising out of any breach of the Inventions Agreement or other claims not otherwise resulting from, or arising out of, the termination of your employment with the Company. Nothing in this Agreement prohibits either party from seeking injunctive or declaratory relief from a court of competent jurisdiction. Either the Company or you may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Otherwise, with the exception of claims set forth in this Section 7(b) or arising out of the Inventions Agreement, neither party shall initiate or prosecute any lawsuit or claim in anyway related to any arbitrable claim, including without limitation any claims as to the making, existence, validity, or enforceability of the agreement to arbitrate.

(c) Procedure. You agree that any arbitration will be administered by Judicial Arbitration & Mediation Services, Inc. ("**JAMS**"), pursuant to its employment arbitration rules and procedures (the "**JAMS Rules**"), a copy of which is attached as **Schedule C** to this Agreement and which are available at www.jamsadr.com/rules-employment-arbitration. A neutral and impartial arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication, motions to dismiss and demurrers, and motions related to discovery, prior to any arbitration hearing. You also agree that the arbitrator shall have the power to award any remedies available under applicable law. In the event that either party to this Agreement rejects a written offer to compromise from the other party, and fails to obtain a more favorable judgment or award, the arbitrator may award attorneys' fees and costs to the party that made the offer to compromise in an amount that the arbitrator deems appropriate, taking into consideration the attorneys' fees and costs (including expert fees) actually incurred and reasonably necessary to defend or prosecute the action. The arbitrator will not have the authority to disregard or refuse to enforce any lawful Company policy, and the arbitrator shall not order or require the Company to adopt a policy not otherwise required by law. You understand that the Company will pay the costs and fees of the arbitration that you initiate, but only those fees over and above the costs you would have incurred had you filed a complaint in a court of law. You agree that the arbitrator shall prepare a written decision containing the essential findings and conclusions on which the award is based. You agree that any arbitration under this Agreement shall be conducted in Boston, Massachusetts.

(d) Exclusive and Final Remedy. Except as provided by the JAMS Rules and this Agreement, arbitration shall be the sole, exclusive and final remedy for any dispute between you and the Company. Accordingly, except as provided for by the JAMS Rules and this Agreement, neither you nor the Company will be permitted to pursue court action regarding claims that are subject to arbitration. Nothing in this Agreement or in this provision is intended to waive the provisional relief remedies available under the JAMS Rules.

(e) Prohibition of Group Actions. Claims must be brought in your individual capacity, not as a representative or class member in any purported class or representative proceeding. The arbitrator shall not consolidate claims of different employees into one proceeding, nor shall the arbitrator have the power to hear arbitration as a class action.

(f) Voluntary Nature of Agreement. You acknowledge and agree that you are executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else. You further acknowledge and agree that you have carefully read this Agreement and have asked any questions needed for you to understand the terms, consequences, and binding

effect of this Agreement and fully understand it, including that ***you are waiving your right to a jury trial.*** Finally, you acknowledge that you have been advised by the Company to seek the advice of an attorney of your choice before signing this Agreement and you agree that you have been provided such an opportunity.

8. General.

(a) Entire Agreement, Amendment and Waiver. This Agreement, together with the other agreements specifically referred to herein, embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof, including but not limited to the offer letter between you and the Company dated January 8, 2016. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

(b) Notices. Any notice, request, instruction or other document required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the party to be notified at the following address of such party or at such other address as such party may designate by ten (10) days advance written notice to the other parties hereto in accordance with the provisions hereof:

If to the Company:	Everbridge, Inc. 25 Corporate Drive Burlington, MA 01803 Attention: Chairman of the Board
with a copy to:	Cooley LLP 500 Boylston Street Boston, MA 02116 Attention: Nicole Brookshire
If to you:	Joel B. Rosen

(c) Availability of Injunctive Relief. The parties hereto agree that, notwithstanding anything to the contrary herein contained, any party may petition a court for injunctive relief where either party alleges or claims a violation of this Agreement or the Inventions Agreement or any other agreement regarding trade secrets, confidential information, non-solicitation or assignment of inventions. In the event either party seeks injunctive relief, the prevailing party shall be entitled to recover reasonable costs and attorney's fees.

(d) Assignment. The Company may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all of the Company's business or that aspect of the Company's business in which you are principally involved. You may not assign your rights and obligations under this Agreement without the prior written consent of the Company.

(e) Governing Law. This Agreement, and the rights and obligations of the parties hereunder, will be construed in accordance with and governed by the law of the Commonwealth of Massachusetts, without giving effect to the conflict of law principles thereof.

(f) Taxes. All payments to you under this Agreement shall be subject to all applicable federal, state and local withholding, payroll and other taxes.

(g) Severability. The finding by an arbitrator or a court of competent jurisdiction of the unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal. Such arbitrator or court shall have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision which most accurately represents the parties' intention with respect to the invalid or unenforceable term or provision. If moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographic scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

(h) Interpretation; Construction. The headings set forth in this Agreement are for convenience of reference only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel to the Company, but you have been encouraged to consult with, and have consulted with, your own independent counsel and tax advisors with respect to the terms of this Agreement. The parties acknowledge that each party and its counsel has reviewed and revised, or had an opportunity to review and revise, this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(i) Return of Company Property. Upon termination of this Agreement or earlier as requested by the Company, you shall deliver to the Company any and all equipment, and, at the election of the Company, either deliver or destroy, and certify thereto, any and all drawings, notes, memoranda, specifications, devices, formulas and documents, together with all

copies, extracts and summaries thereof, and any other material containing or disclosing any Third Party Information or Proprietary Information (as defined in the Inventions Agreement) of the Company.

(j) Survival. The provisions of Sections 3, 5, 6, 7 and 8, and the provisions of the Inventions Agreement, shall survive termination of this Agreement.

(k) Representations and Warranties. By signing this Agreement, you represent and warrant that (i) you are not restricted or prohibited, contractually or otherwise, from entering into and performing each of the terms and covenants contained in this Agreement, and (ii) your execution and performance of this Agreement shall not violate or breach any other agreements between you and any other person or entity, and (iii) you have provided the Company with copies of any written agreements presently in effect between you and any current or former employer. You further represent and warrant that you will not, during the term hereof, enter into any oral or written agreement in conflict with any of the provisions of this Agreement, the agreements referenced herein and the Company's policies.

(l) Confirmation of Employment Status. Prior to your first day of employment with the Company, and as a condition to such employment, you shall provide the Company with documentation of your eligibility to work in the United States, as required by the Immigration and Reform and Control Act of 1986.

(m) Trade Secrets of Others. It is the understanding of both the Company and you that you shall not divulge to the Company and/or its subsidiaries any confidential information or trade secrets belonging to others, including your former employers, nor shall the Company seek to elicit from you any such information. Consistent with the foregoing, you shall not provide to the Company and/or its affiliates, and the Company and/or its affiliates shall not request, any documents or copies of documents containing such information.

(n) Telecopy Execution and Delivery. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

(o) Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS BELOW]

If the foregoing accurately sets forth our agreement, please so indicate by signing and returning to us the enclosed copy of this letter.

Very truly yours,

EVERBRIDGE, INC.

By: /s/ Jamie W. Ellertson

Name: Jaime W. Ellertson

Title: CEO

Date: 1/26/2016

ACCEPTED AND AGREED TO BY:

/s/ Joel B. Rosen
Joel B. Rosen

1/25/16
Date

Schedule 1

Duties and Responsibilities

Defined terms used in this Schedule 1 not otherwise herein defined shall have the meanings ascribed to them in the letter agreement to which this Schedule 1 is attached.

The Chief Marketing Officer is responsible for leading corporate strategic and tactical marketing initiatives. The Chief Marketing Officer provides senior management with effective advice on company strategies and their implementation, manages the marketing function, and obtains and oversees the work of outside marketing partners.

Essential Functions:

1. Responsible for all aspects of Global Marketing including, branding, advertising, corporate communications, demand generation programs and campaigns, Go-to-Market, marketing operations, product marketing, events, public, media and analyst relations.
2. Lead and coordinate internal and external company communications.
3. Structures and leads the Company's marketing function and staff.
4. Oversees the selection, retention, management and evaluation of all outside marketing partners.
5. Works with the senior management team to develop and communicate the long term corporate strategy.
6. Lead the development of our market segmentation with competitive analysis and market intelligence efforts
7. Facilitate growth, sales and marketing strategies across the organization.
8. Develop and measure key metrics around the entire marketing business including new acquisition, conversion rates, engagement rates, cost of lead generation, customer satisfaction and overall customer input.

The Chief Marketing Officer will be a key member of the Senior Management Team and will report to the Chief Executive Officer.

Schedule 2

Defined terms used in this Schedule 2 not otherwise herein defined shall have the meanings ascribed to them in the letter agreement to which this Schedule 2 is attached.

None as of the Effective Date.

Schedule A

Base Salary, 2016 Annual Bonus, Sign On-Bonus; Everbridge, Inc. 2016 Executive Bonus Plan

Defined terms used in this Schedule A not otherwise herein defined shall have the meanings ascribed to them in the letter agreement to which this Schedule A is attached.

Base Salary: $270,000 per annum

Annual Bonus: $90,000 based on the metrics and calculations provide for in the Board approved Everbridge, Inc. 2016 Management Incentive Plan.

Sign On-Bonus: 25,000 which in first payroll cycle after 30 day anniversary.

Everbridge, Inc. 2016 Management Incentive Plan [Attached]

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Everbridge, Inc.:

We consent to the use of our report included herein and to the reference to our firm under the heading “Experts” in the prospectus.

/s/ KPMG LLP

Los Angeles, California
September 6, 2016

Exhibit 23.2

CONSENT OF INDEPENDENT ACCOUNTING FIRM

We consent to the use in this Registration Statement on Form S-1 of our report dated July 15, 2015 relating to the financial statements of Nixle, LLC, appearing in the prospectus, which is part of this Registration Statement.

We also consent to the reference to us under the heading “Experts” in such prospectus.

/s/ Werdann Devito LLC

Clark, New Jersey
September 6, 2016