

**NOTICE TO HOLDERS OF
EVERBRIDGE, INC.
0.125% CONVERTIBLE SENIOR NOTES DUE 2024
OF SUPPLEMENTAL INDENTURE, MERGER EVENT,
FUNDAMENTAL CHANGE, MAKE-WHOLE FUNDAMENTAL CHANGE,
FUNDAMENTAL CHANGE COMPANY NOTICE,
REPURCHASE RIGHT, AND PAYMENT UPON CONVERSION**

CUSIP Number: 29978A AC8

This repurchase right expires at 5:00 p.m., New York City time on July 30, 2024.

To the Holders of the 0.125% Convertible Senior Notes due 2024 (the “*Notes*”) of Everbridge, Inc. (the “*Company*”):

The Company and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), a national banking association organized under the laws of the United States, as trustee (the “*Trustee*”), paying agent (the “*Paying Agent*”) and conversion agent (the “*Conversion Agent*”), are parties to that certain Indenture, dated as of December 13, 2019 (the “*Original Indenture*”), as amended by that certain First Supplemental Indenture, dated as of July 2, 2024 (the “*Supplemental Indenture*” and the Original Indenture, as amended, supplemented or otherwise modified, including by the Supplemental Indenture, the “*Indenture*”), concerning the Notes. This Notice is being delivered to the Holders, the Trustee and the Conversion Agent for the Notes pursuant to Sections 14.01(b)(iii), 14.03(b), 14.07 and 15.02 of the Indenture. Capitalized terms used but not otherwise defined in this Notice have the meanings given to them in the Indenture.

Merger Event

The Company entered into an Amended and Restated Agreement and Plan of Merger, dated as of February 29, 2024 (the “*Merger Agreement*”), by and among the Company, Project Emerson Parent, LLC, a Delaware limited liability company (“*Parent*”) and Project Emerson Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent (“*Merger Sub*”), pursuant to which Merger Sub merged with and into the Company and the separate corporate existence of Merger Sub ceased, with the Company continuing as the surviving corporation and as a wholly owned subsidiary of Parent (the “*Transaction*”). As a result of the Transaction, Parent has become the direct or indirect “beneficial owner,” as defined in Rule 13d-3 under the Exchange Act, of the Common Stock representing more than 50% of the voting power of the Common Stock. The Transaction was consummated on July 2, 2024 (the “*Transaction Date*”) and constitutes a Merger Event, a Fundamental Change, and a Make-Whole Fundamental Change under the Indenture.

Supplemental Indenture

In connection with the Transaction, the Trustee and the Company have entered into the Supplemental Indenture to the Original Indenture pursuant to Sections 10.01(g) and 14.07(a) of the Original Indenture, which provides that from and after the execution of the Supplemental Indenture, the right to convert each \$1,000 principal amount of Notes was changed into a right to convert such principal amount of Notes into an amount of cash equal to the Conversion Rate in effect on the Conversion Date (subject to any adjustments under Section 14.03 of the Indenture) multiplied by \$35.00, the consideration paid per share of Common Stock in the Transaction. A copy of the Supplemental Indenture is attached hereto as Exhibit A. At the current Conversion Rate of 8.8999 shares of Common Stock per \$1,000 principal amount of Notes, upon conversion, each Holder will be entitled to receive \$311.4965 per \$1,000 principal amount of the Notes. From and after the Transaction Date, a unit of Reference Property under the Indenture will consist of \$35.00 in cash and Holders of Notes do not have the right to convert Notes into shares of Common Stock or other securities of the Company.

Repurchase of the Notes

This Notice also constitutes a Fundamental Change Company Notice and is delivered pursuant to and in accordance with Section 15.02(c) of the Indenture.

The Transaction constitutes a Fundamental Change, the effective date of which was the Transaction Date, giving the Holders of the Notes the right to require the Company to repurchase all of such Holder's Notes, or any portion of the principal amount thereof properly surrendered and not validly withdrawn pursuant to Section 15.03 of the Indenture that is equal to \$1,000 or an integral multiple of \$1,000, subject to the terms and conditions of the Indenture, on July 31, 2024 (the "*Fundamental Change Repurchase Date*"). Holders' option to require the Company to repurchase their Notes expires at 5:00 p.m., New York City time on July 30, 2024 (the "*Expiration Time*"). Pursuant to the Indenture, the repurchase price for the Notes shall be an amount in cash equal to one hundred percent (100%) of the principal amount of the Notes, plus accrued and unpaid interest thereon to, but excluding, the Fundamental Change Repurchase Date, to be so repurchased (the "*Fundamental Change Repurchase Price*").

The Trustee has informed the Company that, as of the date of this Notice, all custodians and beneficial holders of the Notes hold the Notes through accounts with The Depository Trust Company ("***DTC***"). Accordingly, to exercise the Fundamental Change repurchase right with respect to any Note, the beneficial owner must cause a book-entry transfer of its beneficial interests in such Note to be delivered through the facilities of the Depository in accordance with its applicable procedures. A beneficial owner of Notes that are held of record by a broker, dealer, commercial bank, trust company or other nominee must instruct such broker, dealer, commercial bank, trust company or other nominee to effect the transaction on behalf of such beneficial owner, and to transmit an agent's message in connection with tenders made through the DTC Automated Tender Offer Program, subject to the terms and conditions of that system.

Subject to receipt of funds and/or Notes by the Paying Agent appointed by the Company, payment for Notes surrendered for repurchase (and not validly withdrawn prior to the Expiration Time) will be made on the Fundamental Change Repurchase Date (*provided* the Holder has satisfied the conditions in Section 15.02 of the Indenture).

On and after such Fundamental Change Repurchase Date (unless there shall be a Default in the payment of the Fundamental Change Repurchase Price as provided in Article 15 of the Indenture), then, with respect to the Notes that have been properly surrendered for repurchase and have not been validly withdrawn, (i) such Notes will cease to be outstanding, (ii) interest will cease to accrue on such Notes (whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Paying Agent) and (iii) all other rights of the Holders of such Notes will terminate (other than the right to receive the Fundamental Change Repurchase Price).

A Holder may withdraw its Fundamental Change Repurchase Notice (in whole or in part), which portion must be in principal amounts of \$1,000 or a multiple of \$1,000, by delivering a properly transmitted withdrawal message to the Depository at any time prior to the Expiration Time in accordance with the applicable procedures of the Depository in accordance with Section 15.03 of the Indenture. Notes with respect to which a Fundamental Change Repurchase Notice is given by a Holder may be converted pursuant to Article 14 of the Indenture only if such Fundamental Change Repurchase Notice has been withdrawn in accordance with the preceding sentence or if there shall be a Default in the payment of the Fundamental Change Repurchase Price or interest payable as provided in Article 6 of the Indenture.

Holdes that do not elect to require the Company to repurchase their Notes will maintain the right to convert their Notes in accordance with and subject to the terms of the Indenture.

The Paying Agent and the Conversion Agent is:

U.S. Bank Trust Company, National Association
60 Livingston Ave
Saint Paul, MN 55107
Attention: Everbridge, Inc. Administrator
benjamin.krueger@usbank.com

Fundamental Change and Make-Whole Fundamental Change

This Notice is also delivered pursuant to and in accordance with Section 14.01(b)(iii) and 14.03(b) of the Indenture in connection with the occurrence of the Effective Date of a Fundamental Change and Make-Whole Fundamental Change.

Pursuant to Section 14.01(b)(iii) of the Indenture, Notes may be surrendered for conversion pursuant to the terms of the Indenture at any time during the period that begins on the Transaction Date and ends on the related Fundamental Change Repurchase Date. Holders who elect to convert their Notes during such period will receive \$311.4965 in cash per \$1,000.00 principal amount of Notes validly surrendered for conversion.

In addition, the Transaction also constitutes a Make-Whole Fundamental Change resulting in the issuance of Additional Shares upon conversion in connection with such Make-Whole Fundamental Change if certain conditions are met with respect to the Company's stock price. Pursuant to Section 14.03 of the Indenture, if a Notice of Conversion is received by the Conversion Agent in accordance with the terms of the Indenture at any time during the period that begins on and includes the Transaction Date (which is the Effective Date of the Make-Whole Fundamental Change) and ends on and includes July 30, 2024 (the "*Make-Whole Fundamental Change Period*"), the converting Holder shall receive Additional Shares in connection with such conversion. However, because the price of Common Stock was less than \$83.23 per share on the Effective Date of the Make-Whole Fundamental Change, no Additional Shares shall be added to the Conversion Rate of 8.8999 shares of Common Stock pursuant to Section 14.03(e).

Before any Holder of a Note shall be entitled to convert a Note, such Holder shall comply with the procedures of the Depositary in effect at that time and, if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 14.02(h) of the Indenture. A Note shall be deemed to have been converted immediately prior to 5:00 p.m., New York City time on the date that the Holder has complied with the requirements above.

The right of Holders to convert their Notes is separate from the right to require the Company to repurchase such Holder's Notes as a result of the Fundamental Change. You should review this Notice carefully and consult with your own financial and tax advisors. You must make your own decision as to whether or not to tender your Notes for repurchase or to exercise your conversion rights (if at all) and, if so, the principal amount of Notes to tender for repurchase or conversion. None of the Company, its Board of Directors, employees, advisors or representatives, the Paying Agent, the Trustee or the Conversion Agent or any other parties are making any representation or recommendation to any Holder as to whether or not to tender for repurchase or convert that Holder's Notes.

Holders of the Notes should refer to the Indenture for a complete description of conversion and repurchase provisions and direct any questions concerning this notice to the Company.

***The CUSIP number is included solely for the convenience of the Holders of the Notes. Neither the Company nor the Trustee shall be responsible for the selection or use of the CUSIP number, nor is any**

representation made as to its correctness with respect to the Notes or as indicated in this Notice.

Dated: July 2, 2024

EVERBRIDGE, INC.

Exhibit A

SUPPLEMENTAL INDENTURE

EVERBRIDGE, INC.

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
(as successor in interest to U.S. BANK NATIONAL ASSOCIATION),

as Trustee

FIRST SUPPLEMENTAL INDENTURE

Dated as of July 2, 2024

0.125% Convertible Senior Notes due 2024

FIRST SUPPLEMENTAL INDENTURE, dated as of July 2, 2024 (this “**Supplemental Indenture**”), among Everbridge, Inc., a Delaware corporation (the “**Company**”), as issuer, and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), a national banking association organized under the laws of the United States of America, as trustee (the “**Trustee**”), to the Indenture, dated as of December 13, 2019 (as supplemented or otherwise modified prior to the date hereof, the “**Indenture**”), between the Company and the Trustee.

WHEREAS, the Company has heretofore executed and delivered the Indenture, pursuant to which the Company issued its 0.125% Convertible Senior Notes due 2024 (the “**Notes**”) in the original aggregate principal amount of \$450,000,000;

WHEREAS, the Company has entered into an Amended and Restated Agreement and Plan of Merger, dated as of February 29, 2024 (as amended, supplemented, restated or otherwise modified prior to the date hereof, the “**Merger Agreement**”), by and among the Company, Project Emerson Parent, LLC, a Delaware limited liability company (the “**Parent**”), and Project Emerson Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Parent (“**Merger Sub**”);

WHEREAS, pursuant to the terms of the Merger Agreement, Merger Sub will merge with and into the Company (the “**Merger**”) on the date hereof with the Company, as the surviving entity in the Merger, becoming a wholly-owned subsidiary of Parent as of the date hereof;

WHEREAS, the Merger constitutes a Merger Event under the Indenture;

WHEREAS, Section 14.07(a) of the Indenture provides that in the case of any Merger Event, at and after the effective time of such Merger Event, the right to convert each \$1,000 principal amount of Notes shall be changed into a right to convert such principal amount of Notes into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of shares of Common Stock equal to the Conversion Rate immediately prior to such Merger Event would have owned or been entitled to receive (the “**Reference Property**,” with each “**unit of Reference Property**” meaning the kind and amount of Reference Property that a holder of one share of Common Stock is entitled to receive) upon such Merger Event and, prior to or at the effective time of such Merger Event, the Company or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture permitted under Section 10.01(g) of the Indenture providing for such change in the right to convert each \$1,000 principal amount of Notes; provided, however, that at and after the effective time of the Merger Event (A) the Company or the successor or acquiring company, as the case may be, shall continue to have the right to determine the form of consideration to be paid or delivered, as the case may be, upon conversion of Notes in accordance with Section 14.02 of the Indenture and (B) (I) any amount payable in cash upon conversion of the Notes in accordance with Section 14.02 of the Indenture shall continue to be payable in cash, (II) any shares of Common Stock that the Company would have been required to deliver upon conversion of the Notes in accordance with Section 14.02 of the Indenture shall instead be deliverable in the amount and type of Reference Property that a holder of that number of shares of Common Stock would have received in such Merger Event and (III) the Daily VWAP shall be calculated based on the value of a unit of Reference Property;

WHEREAS, in connection with the Merger, each share of Common Stock that is issued and outstanding as of immediately prior to the Effective Time (other than certain shares of Common Stock as set forth in the Merger Agreement) will be automatically converted into the right to receive cash in an amount equal to \$35.00, without interest thereon, in accordance with the terms of the Merger Agreement;

WHEREAS, Section 10.01 of the Indenture provides that the Company and the Trustee may enter into any supplemental indenture without the consent of any Holder, among other things, (i) in connection with any Merger Event, to provide that the notes are convertible into Reference Property, subject to the provisions of Section 14.02 of the Indenture, and make such related changes to the terms of the Notes to the extent expressly required by Section 14.07 of the Indenture; or (ii) to make any change that does not adversely affect the rights of any Holder in any material respect;

WHEREAS, in connection with the execution and delivery of this Supplemental Indenture, the Trustee has received an Officer's Certificate and an Opinion of Counsel as contemplated by Sections 10.05, 14.07(b) and 17.05 of the Indenture; and

WHEREAS, the Company has requested that the Trustee execute and deliver this Supplemental Indenture and have satisfied all requirements necessary to make this Supplemental Indenture a valid instrument in accordance with its terms.

WITNESSETH:

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company covenants and agrees with the Trustee as follows for the equal and ratable benefit of the Holders:

ARTICLE 1

DEFINITIONS

Section 1.01. *Definitions in the Supplemental Indenture.* Unless otherwise specified herein or the context otherwise requires:

(a) a term defined in the Indenture has the same meaning when used in this Supplemental Indenture unless the definition of such term is amended or supplemented pursuant to this Supplemental Indenture;

(b) the terms defined in this Article and in this Supplemental Indenture include the plural as well as the singular; and

(c) unless otherwise stated, a reference to a Section or Article is to a Section or Article of this Supplemental Indenture.

ARTICLE 2

EFFECT OF MERGER ON CONVERSION

Section 2.01. *Conversion Right.* In accordance with and subject to Section 14.07 of the Indenture, at and after the effective time of the Merger,

(a) the right to convert each \$1,000 principal amount of Notes shall be changed to a right to convert such principal amount of Notes into the Reference Property, which Reference Property shall be solely cash in an amount equal to the Conversion Rate in effect on the Conversion Date (as may be increased by an Additional Shares pursuant to Section 14.03 of the Indenture), multiplied by \$35.00; and a unit of Reference Property under the Indenture will be comprised of an amount in cash equal to \$35.00;

(b) the Company shall satisfy its Conversion Obligation by paying cash to converting Holders on the second Business Day immediately following the relevant Conversion Date;

(c) the Conversion Rate will be adjusted in the same manner as, and at the same time and for the same events for which, the Conversion Rate is adjusted pursuant to Section 14.04 of the Indenture in a manner consistent with Section 14.07 of the Indenture; and

(d) the Daily VWAP of a unit of Reference Property shall be \$35.00.

ARTICLE 3

MISCELLANEOUS

Section 3.01. *Ratification of Indenture.* The Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed, and this Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided. Every holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound thereby.

Section 3.02. *Trustee Not Responsible for Recitals.* The recitals herein contained are made by the Company and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture. All of the provisions contained in the Indenture in respect of the rights, privileges, immunities, powers, and duties of the Trustee shall be applicable in respect of the Supplemental Indenture as fully and with like force and effect as though set forth in full herein.

Section 3.03. *Successors.* All agreements of the Company and the Trustee in this Supplemental Indenture will bind their respective successors.

Section 3.04. *Governing Law.* THIS SUPPLEMENTAL INDENTURE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 3.05. *Headings, Etc.* The titles and headings of the articles and sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 3.06. *Execution in Counterparts.* This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 3.07. *Severability.* In the event any provision of this Supplemental Indenture shall be invalid, illegal or unenforceable, then (to the extent permitted by law) the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

Section 3.08. *Waiver of Jury Trial.* EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE

LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.09. *Effectiveness*. This Supplemental Indenture shall become effective upon, without further action by the parties hereto, the effective time of the Merger.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year first above written.

EVERBRIDGE, INC.

By: David Rockvam
Name: David Rockvam
Title: Executive Vice President and
Chief Financial Officer

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION (as successor
in interest to U.S. BANK NATIONAL
ASSOCIATION), as Trustee

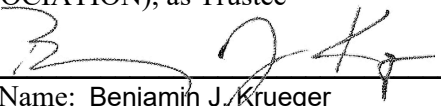
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year first above written.

EVERBRIDGE, INC.

By: _____
Name: David Rockvam
Title: Executive Vice President and
Chief Financial Officer

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION (as successor
in interest to U.S. BANK NATIONAL
ASSOCIATION), as Trustee

By:  _____
Name: Benjamin J. Krueger
Title: Vice President