

SUNRISE SOLUTIONS INC. PROTECTION + AGREEMENT

Company Name:	Town of Cottage City
Address:	3820 40th Avenue
City, State Zip:	Cottage City, MD 20722

Contract Date:	Contract Term:	Contract Type:	Telco Services:
11/02/2025	12 Month	Full Coverage	Y/N N/A
Billing Cycle (Initial):	Quarterly: X		Yearly: _____
Billing Amount:	\$335.21		

TERMS AND CONDITIONS

1. **MAINTENANCE SERVICES:**

A) Pursuant to the Terms and Conditions of this Agreement, *Sunrise Solutions Inc. (SSI)* shall provide the customer during the term of this Agreement and with respect to the Equipment described in Schedule A Equipment Summary, the services summarized as follows:

I) Remedial maintenance services upon request by the Customer in order to restore the malfunctioning operating component part of the equipment to proper working order.

II) Priority response to the Customer request for remedial maintenance and/or service work over other types of *SSI* service arrangements.

B) *SSI* Emergency response objectives are as follows:

I) With respect to a major malfunction of the equipment (defined as no incoming or outgoing telephone service, no station to station service, or voice mail equipment failure affecting the majority of Company functions), *SSI* policy is to respond within two (2) hours from the time *SSI* first receives the Customer's request and will complete such repairs as soon as reasonably possible.

II) With respect to Minor Malfunction (any malfunction other than major malfunction) of the equipment, *SSI* policy is to respond within (8) business hours from the time *SSI* first receives the Customer's request for service and will complete such repairs as soon as reasonably possible between the hours of 8:30 AM and 5:00 PM, Monday through Friday, excluding holidays.

C) *SSI* responsibility with respect to the Maintenance Services shall be limited to the Customer's side of any Demarcation device connecting the Equipment to the telephone system operated by the local telephone utility. This includes VOIP carrier connections where the customer LAN/Data network is considered the Demarcation point.

(1)

_____ **Initial**

D) The Customer shall allow employees of *SSI* access to the premises and facilities where the Equipment is to be maintained at all hours consistent with the requirements of this Agreement.

E) Maintenance or service work performed on the equipment by others during the period of this agreement without written or verbal consent of *SSI* shall cause this agreement to become null, void, and may be subject to an early termination fee.

F) Maintenance does not include any services necessitated by, or of the type described in any of the following:

I) Labor and material costs of additions, changes and relocation; specification or engineering changes.

II) Labor and material cost for replacement of those component parts subject to normal wear and tear as a result of use which does not affect the operational condition of the equipment.

III) Negligent, willful or intentional acts of the customer.

IV) Accident, casualty, neglect, misuse or any cause other than normal use in the manner intended by the parties hereto as described in the Equipment specifications.

V) An act or event occurring external to the Equipment which causes, either directly or indirectly, a failure or malfunction in the Equipment, including without limitations, failures or malfunctions of the trunk or toll lines, cable or other equipment connecting the Equipment to the telecommunications system of the operations telephone utility or abnormal power fluctuations or failures, which adversely affect the Equipment.

VI) Repair or maintenance or increase in normal service time resulting from Customer's failure to provide a suitable Equipment environment as required in the Equipment specification or any other failure of the Customer to fully perform its responsibilities under this Agreement;

VII) Any other acts or events which may adversely affect the performance of the Equipment occasioned by the acts of the Customer or any other third party, or the use by the Customer or any third party of the Equipment in the combination with any other apparatus, device or other system not supplied, or approved as to such combined use of *SSI* or the use by Customer of any item of the Equipment in a manner not intended by the parties hereto or specified by *SSI*.

G) Additional items:

- I) System inventory report at beginning of contract.
- II) Yearly System inventory to true up the system components as listed in the Schedule A of this contract that may have been added or deleted over the term of the previous year that would impact the cost of this service agreement.
- III) 5% discount on all new equipment ordered while under contract for this location.
- IV) (2) Hours of complimentary move, add or change labor every 6 months.
- V) Manufacturer updates as needed to the software release provided at installation.
- VI) Contract is effective upon installation and customer acceptance

(2)

_____ **Initial**

- VII) Travel charges will be waived for Protection Plus customers for any and all on site repair, Moves, Adds, Changes (MAC), or maintenance of covered equipment included in the attached Schedule A.
- VIII) Travel charges will apply for Protection Plus Switch Only Customers for an equipment not covered on the attached Schedule A.

H) Any work performed that falls within Section G of this agreement or is considered New, Move, Add or Change work, will be billed based on rates and terms detailed in Schedule B.

2. **TERM AND PAYMENT:**

A) The term of this Agreement shall commence as of the date set forth above and will cover a period of one (1) year, unless a period other than one (1) year is expressly stipulated in the space provided above hereto. The term of this Agreement shall be for a minimum one year and shall continue for successive additional periods of one year based on selected contract period. This Agreement shall automatically renew for successive periods of one (1) year following initial contract period unless thirty (30) days prior to the expiration of the then current term, either party provides written notice to the other party that it does not intend to renew this Agreement. In addition to the preceding termination right, provider shall have the right on an annual basis to increase or decrease the periodic maintenance charge based on the addition or deletion of equipment due to customer equipment needs. Any changes to the maintenance pricing will be in a written notice of such increase or decrease to the other party at least forty-five (45) days prior to the annual renewal date. If this agreement is terminated prior to any of the preceding terms; a true up penalty will incur.

B) First payment for new systems installed by SSI is due 12 months from date of acceptance based on agreed upon billing cycle and the stipulations of Section 2-D.

C) First payment for existing systems is due within thirty (30) days from the date of SSI invoice as stipulated in Section 2-D.

D) Payments due from the Customer to **SSI** hereunder shall be made within thirty (30) days from the date of **SSI invoice**; therefore in the event payment is not made within thirty (30) days, **SSI** shall not be obligated to perform pursuant to this Agreement.

E) If Notice of a dispute as to charges is not received, in writing, by [SSI/Contractor/Company] within Forty-Five (45) Days after date of invoice, such invoice shall be deemed to be correct and binding upon the Customer. Customer must pay all undisputed charges per the terms of the Agreement.

3. **TAXES:**

The Maintenance Service rate(s) or other charges incurred by the Customer in this Agreement do not include any federal, state or local privilege, use, sales or excise taxes paid or payable by either **SSI** or Customer with respect to the Agreement or any of the services performed or material, equipment or other items provided by **SSI** which shall be borne by **SSI**.

4. **LIMITATION OF LIABILITY:**

The Customer agrees that neither **SSI** nor its Sub-Contractor shall be liable for any loss or damage to the Equipment or other property or injury or death to the Customer's agents, employees, or other customers arising in the connection with maintenance

(3)

_____ **Initial**

Services provided by *SSI* or it's sub-contractors under this agreement unless such loss, injury, death or damage results solely from the negligence or willful misconduct of *SSI* officer, employees or agents or those of *SSI*' Sub-Contractor

IN NO EVENT SHALL **Sunrise Solutions Inc.** OR its SUBCONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS BY CUSTOMER OF BUSINESS, REVENUES OR GOODWILL), ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT.

5. **FORCE MAJEURE:**

The timeliness of performance by *SSI* of Maintenance Services hereunder or the performance of any other obligations of *SSI* under this Agreement is in every case subject to delays caused by an Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, government laws, regulations or orders, act or injunction, (whether or not such labor event is within the reasonable control of *SSI*). In the event of such delay, the period of time for performance of services affected by such delay will be extended to reflect the effective delay occasioned thereby.

6. **ASSIGNMENT:**

SSI may assign, sub-contract, transfer or otherwise dispose of, in whole or in part, any of its interest, rights or obligations under this Agreement including without limitation, *SSI* obligation to provide Maintenance Services or other services. If assigned, assignee will be subject to the same terms and conditions as are set forth herein.

Customer shall not assign or sub-contract any part or all of its interests hereunder except upon the prior written consent of *SSI* which consent shall not be unreasonably withheld, and any attempted assignment or sub-contracting without *SSI* prior written consent shall be null and void.

7. **Waiver of jury trial clause:**

CUSTOMER HEREBY EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT AGAINST CUSTOMER RELATING TO THIS AGREEMENT.

8. **Mediation clause:**

A) The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by mediation, which shall be conducted under the then current mediation procedures of the Maryland Courts Business & Technology mediators or any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including arbitration or other dispute resolution procedures.

B) Either party may commence the mediation process by providing to the other party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each party for its own legal representation in connection with the mediation).

(4)

_____ Initial

C) The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any arbitration or other legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

D) The provisions of this section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

9. Contract binding in Maryland clause:

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, County of Anne Arundel, in any action or proceeding arising out of or relating to this Agreement

CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ ALL OF THE PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS AGREED UPON. THERE ARE NO REPRESENTATIONS, WARRANTIES, OR STIPULATIONS, WRITTEN OR ORAL, NOT HEREIN CONTAINED. NO MODIFICATION OF THIS AGREEMENT MAY BE MADE EXCEPT BY A WRITING EXECUTED BY AN OFFICER OF Sunrise Solutions, THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AN OFFICER OF SUNRISE SOLUTIONS INC.

Customer:	Town of Cottage City	Sunrise Solutions, Inc.	
Name:		Name:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

SCHEDULE B

Labor rates and terms for New, Move, Add or Change work covered under Section G.

Labor Category:	Hourly Rate:
Regular business hours: (8:30am to 5pm Monday through Friday excluding Holidays)	\$140.00
After regular business hours and weekends:	\$210.00
Holidays:	\$280.00
Travel Charge: (Protection Plus Full Coverage)	\$0.00
Travel Charge: (Protection Plus Switch Only MAC Request)	\$75.00

For **Emergency Service:** 410-573-0555 24x7x365
For **Routine service:** 410-573-0555 or E-mail to: eticket@getsomesun.net
For **Moves, Adds or Changes:** 410-573-0555 or E-mail to: eticket@getsomesun.net