



SSSH3, Inc.  
 d/b/a  
 Voice New England  
 www.VoiceNewEngland.com  
 CT 105998 | MA C594, C1495 | RI 4594, TSC3188, AF09201, AF09049

65 Inwood Road      26 Hemmingway Drive      22 White's Path      6 County Road      2 Park Plaza, Suite 205  
 Rocky Hill, CT 06067      Riverside, RI 02915      South Yarmouth, MA 02664      Mattapoisett, MA 02739      Boston, MA 02116

**EQUIPMENT / SUBSCRIPTION / SERVICE & MAINTENANCE CONTRACT**

Date: 3/18/2022

Customer/Subscriber's Name: East Side Bridgeport Public Library

Site Address: 2534 E Main Street, Bridgeport, CT 06610

Bill to Address: 2534 E Main Street, Bridgeport, CT 06610

Telephone# (203) 576-7400 Ext. 430

Fax# \_\_\_\_\_

Email Address: ebraithwaite@bridgeportpubliclibrary.org

Billing Method:  No bill required; receipt will be credit card or bank statement  U.S. Mail

**SSSH3, Inc. d/b/a Voice New England (hereinafter referred to as "VNE") agrees to sell and install, and/or provide subscription services, and/or provide service & maintenance at Customer/Subscriber's premises, and Customer/Subscriber agrees to buy:**

**EQUIPMENT SALES**

Telephone communication system, consisting of Equipment and Installation charges as:

- Described below in Schedule of Equipment and Installation on page 4
- Described in Attachment "A"
- Described in VNE Proposal No. \_\_\_\_\_ dated \_\_\_\_\_

Material \$ 4,972.00

Labor \$ 2,744.00

Total Purchase Price: \$ 7,716.00

Sales Tax: \$ Tax Exempt

Total: \$ 7,716.00

Down payment: @ 50 %  
 \$ 3,858.00

Balance Due Upon Completion: \$ 3,858.00

**SERVICE & MAINTENANCE**

VNE will repair or replace any defective part of the equipment in accordance with the terms on page 2 for a period of one (1) year from the date of the installation. After the initial warranty, the extended maintenance plan indicated below may be contracted for. (Check a, b, c, or d)

- (a) **T&M Package:** On a per call basis. Customer agrees to pay VNE for all parts and labor as needed, at VNE's prevailing labor rate.
- (b) **Value Package:** Covers Parts and Labor, Monday – Friday 8:30am-5:00pm (No holidays). Provides for VNE on-site technician and access to telephone assistance. Does not include manufacturer's technical support program.
- (c) **Gold Package:** Includes Value Package plus manufacturer's technical support and software protection.
- (d) **Platinum Package:** Includes Gold Package with 24 hours, 7 day coverage. In addition, includes 2 hours of training or programming changes per year and access to our Remote Programming & Assistance group Monday – Friday 8:30am – 5:00pm (No holidays).

Monthly Service and Maintenance: \$ 128.00

Taxes: \$ Tax Exempt

Total: \$ 128.00

To Be Billed:  Monthly  Quarterly  Annually

**SUBSCRIPTION for VoIP SERVICES**

All recurring phone charges for VNE's services hereunder shall be billed monthly, in advance. See paragraph 3 on page 2, for other usage charges which are not included below, and billed for in arrears.

QTY	SERVICE DESCRIPTION	UNIT PRICE	MONTHLY CHARGE
	VNE VoIP Advantage Maintenance and Software Protection Plan		
	FCC Charges – VoIP		
<b>TOTAL VOIP MONTHLY CHARGE</b>		N/A	N/A

## VOIP SUBSCRIPTION TERMS

1. **VoIP TERM:** This subscription shall (a) commence on the date on which VNE equipment is installed at Subscriber's location (known as the 'Commencement Date'), (b) the subscription shall continue through the five year anniversary of the Commencement Date, and (c) automatically renew for successive one year terms unless cancelled in writing at least sixty (60) days prior to such anniversary.

2. **VoIP INTERNET TEST:** VNE requires Customer / Subscribers to run and pass a Star Net Analyzer ("SNA") quality test on the Internet circuits intended for call transmission, prior to the installation of the VNE system or, in the case of a new circuit, as soon as possible. There is no charge or obligation for the SNA test. If an SNA test fails, the Customer / Subscriber must agree to work with VNE and its Internet service provider to correct the issues or install a new circuit that will pass the SNA test.

3. **VoIP USAGE CHARGES:** Individual Pooling and Bursting VNE phone lines dynamically pool between subscriber locations so multiple offices can share the use of these lines. The Non-Pooling/Non-Bursting VNE lines do not pool between locations and must be assigned to a particular location. Each line or call path includes 600 minutes of long-distance calling and 1,200 minutes of local and/or inbound usage. Exceeding these limits will result in additional monthly charges as defined below.

Usage charges for any VNE phone lines including long distance usage in excess of the included and pre-bought long distance minutes per line per month, incoming 800 number usage, line usage in excess of phone lines ("Line-burst"), international calling ("Overseas") usage, and 411 services, shall be billed monthly in arrears. Intra-company location calls and/or intra-network calls are not counted as long distance minutes. Overseas calls are charged at the rates set forth at [http://www.Star2Star.com/international\\_rates.html](http://www.Star2Star.com/international_rates.html), excess local usage and domestic inbound toll free calls (from the lower 48 States) are charged at \$.03 per minute, and long distance overages are charged at \$.046 per minute, Line-burst charges are charged at \$.25 per minute in addition to the monthly service charges. Inbound toll free calls originating outside the lower 48 U.S. states shall be charged at prevailing rates. Long distance usage is defined as calls made to outside the LATA (Local Access and Transport Area) as determined by the primary phone number of the premise housing the Starbox from which the phone extension, whether collocated or remote, is associated.

4. **VoIP MODIFICATIONS:** The Subscriber shall have the right to modify the terms of this subscription within thirty days after the close of each monthly billing period to increase the number of lines available for use hereunder rather than pay the Line-burst charges for such monthly billing period, provided, however, that upon such modification, a subscription agreement of length equal to the original subscription shall be entered into for the additional lines.

5. **VoIP 911 SERVICE:** VNE's 911 Emergency Service differs significantly from traditional 911 or enhanced (E911) service. The Subscriber acknowledges that it has reviewed and understands these differences and the related limitations and service requirements set forth at [www.VoiceNewEngland.com/911.html](http://www.VoiceNewEngland.com/911.html)

6. **VoIP ADVANTAGE MAINTENANCE and SOFTWARE PROTECTION PLAN:** During the term of the initial subscription, and for any successive terms thereafter, the Subscriber agrees and is required to subscribe to the VNE VoIP Advantage Maintenance and Software Protection Plan, the benefits of which are detailed in the attached Appendix A.

## SERVICE & MAINTENANCE TERMS

7. **SERVICE & MAINTENANCE:** VNE shall service upon Customer's request the telephone system installed in Customer's premises in accordance with the hours presented under each respective Service Package on page 1, within reasonable time after receiving notice from Customer that service is required. All repairs, replacement or alteration to the telephone system made by reason of alteration to Customer's premises, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Customer. This service agreement does not cover electrical or lightning damage to the telephone system. Batteries, electrical surges, lightning damage, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Customer's expense. No apparatus or device shall be attached to or connected with the telephone system as originally installed without VNE's written consent. If at any time service is performed upon the equipment by anyone other than VNE, or its authorized agents or if the equipment is removed from the address set forth above in the absence of VNE's supervision and consent, then at VNE's sole option, this agreement shall immediately become null and void. VNE shall instruct the Customer in the proper use of the system.

8. **TERM:** The term for SERVICE & MAINTENANCE shall be for a period of five (5) years and shall automatically renew for additional terms of one (1) year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof, VNE shall be permitted from time to time to increase the SERVICE charge by an amount not to exceed fifteen percent (15%) each year and Subscriber agrees to pay such increase.

9. VNE shall not be required to provide service & maintenance under the terms of this agreement in the event that, at the time services are requested, customer has a past-due balance. VNE requires that the Customer bring any balance due up to date prior to the rendering of maintenance services. Customer agrees to pay a service charge at the rate of 1½ percent per month on all amounts that are past due.

## LIMITED WARRANTY ON SALE OF EQUIPMENT

10. In the event that any part of the telephone system becomes defective, or in the event that any repairs are required, VNE agrees to make all repairs and replacement of parts without costs to the Customer / Subscriber for a period of one year from the date of installation. VNE reserves the option to either replace or repair the telephone equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include reprogramming, damage by lightning, electrical surge, wire or foil breaks. VNE is not the manufacturer of the equipment. Other than VNE's limited warranty, Customer / Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under the manufacturer's warranty coverage, if any.

Except as set forth in this agreement, VNE makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. Unless prohibited by law, VNE expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.

This limited warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than VNE. VNE shall not be liable for consequential damages. Customer / Subscriber acknowledges that any affirmation of fact or promise made by VNE shall not be deemed to create an express warranty unless included in this contract in writing; that Customer / Subscriber is not relying on VNE's skill or judgment in selecting or furnishing a system suitable for any particular purpose; that there are no warranties which extend beyond those on the face of this agreement. Customer / Subscriber's exclusive remedy for VNE's breach of this contract or negligence to any degree under this contract is to require VNE to repair or replace, at VNE's option, any equipment which is non-operational. If required by law, VNE will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

Initial \_\_\_\_\_

## GENERAL PROVISIONS

11. **DELAY IN INSTALLATION:** VNE shall not be liable for any damage or loss sustained by Customer / Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including VNE's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

12. **CANCELLATION DURING INSTALLATION PERIOD:** In the case of cancellation by Customers prior to completed installation or the Subscription Commencement date, regardless of reason, Customer shall be liable to VNE for all material and labor costs incurred to the date of cancellation notice, plus 25%. In no case shall cancellation charges exceed the "Total" for Equipment Sales, as defined on page 1.

13. **ALTERATION OF PREMISES FOR INSTALLATION:** VNE is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in VNE's sole discretion for the installation and service of the telephone system. VNE shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the telephone system. Customer / Subscriber represents that the owner of the premises, if other than Customer / Subscriber, authorizes the installation of the telephone system under the terms of this agreement. Customer shall have at least one individual on site with the authority to approve any changes or additions deemed necessary by VNE. Customer expressly agrees that VNE may rely on the authority of such individual(s) to bind the Customer. In addition, Customer may designate one individual and one alternate to make requests of the VNE Installation Supervisor. All requests for changes by Customer must be in written form, with copies to VNE.

14. **INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS:** Subscriber agrees to indemnify and hold harmless VNE, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by VNE's performance, negligence or failure to perform any obligation under this agreement. The parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against VNE or VNE's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without the written consent of VNE. VNE shall have the right to assign this contract and shall be relieved of any obligations herein upon such assignment.

15. **EXCULPATORY CLAUSE:** VNE is not assuming liability, and, therefore shall not be liable to Customer / Subscriber for any loss, personal injury, data corruption or inability to retrieve data, or property damage sustained by Customer / Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by VNE's negligent performance, failure to perform any obligation or strict products liability. Customer / Subscriber releases VNE from any claims for contribution, indemnity or subrogation.

16. **LIMITATION OF LIABILITY:** Customer / Subscriber agrees that should Customer / Subscriber suffer any damages as a result of VNE's negligent performance or failure to perform any of VNE's obligations, or because of equipment failure, or on account of products liability, VNE's liability shall be limited to \$500.00. This shall not be construed as insurance coverage.

17. **LEGAL ACTION / JURISDICTION:** In the event VNE refers this contract to an attorney to recover any amounts owed by Customer / Subscriber to VNE hereunder, the parties agree that the amount to be recovered by VNE against Customer / Subscriber, and any judgment to be entered, shall include VNE's legal fees and costs, and interest. In any action commenced by VNE against Customer / Subscriber, Customer / Subscriber shall not be permitted to interpose any counterclaim. The commencement of any action, proceeding or arbitration and service of legal process or papers in any action between Federal Express or UPS, to the party's address provided in this agreement or other address provided by a party in writing to other party. Customer / Subscriber consents that this agreement shall be governed by the laws of the State of Connecticut. Customer / Subscriber submits to the jurisdiction of Connecticut and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of Connecticut in the County where VNE's principal place of business is located, provided VNE reserves the right to commence an action against Customer / Subscriber in the state where the equipment covered by this agreement is located. Customer / Subscriber waives any right to a trial by jury. Any action by Customer / Subscriber against VNE must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against VNE must be based on the provisions of this agreement. Any other action that Customer / Subscriber may have or bring against VNE in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

18. **VNE'S RIGHT TO SUBCONTRACT SERVICES:** Customer / Subscriber agrees that VNE is authorized and permitted to subcontract any services to be provided by VNE to third parties who may be independent of VNE. VNE shall not be liable for any loss or damage sustained by Customer / Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Customer / Subscriber appoints VNE to act as Customer / Subscriber's agent with respect to such third parties, except that VNE shall not obligate Customer / Subscriber to make any payments to such third parties. Customer / Subscriber acknowledges that this agreement, and particularly those paragraphs relating to VNE's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of VNE.

19. **FULL AGREEMENT/SEVERABILITY/ CONFLICTING DOCUMENTS.** This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties. Should there arise any conflict between this agreement and Customer / Subscriber's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

20. **LIQUIDATED DAMAGES:** The parties agree that, due to the nature of the services to be provided by VNE, the payments to be made by the Customer/Subscriber for the term of the SUBSCRIPTION and SERVICE portions of this agreement, form integral parts of VNE's anticipated profits; that in the event of Customer / Subscriber's default, it would be difficult if not impossible to fix VNE's actual damages. Therefore, in the event Customer / Subscriber defaults in the payment of any charges to be paid to VNE, the balance of charges for services rendered prior to default shall immediately become due and payable, and, in addition, Customer / Subscriber shall be liable for 75% of the balance of all payments for the remaining term as liquidated damages and VNE shall be permitted to terminate all its services under this agreement and to remotely re-program or delete any programming without relieving Customer / Subscriber of any obligation herein. In the event of Customer/Subscriber's breach of this agreement, VNE may at its option either remove its software or deem same sold to Customer/Subscriber for no additional cost other than the liquidated damages provided for herein.

21. **NON-SOLICITATION:** Customer / Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of VNE assigned by VNE to perform any service for or on behalf of Customer / Subscriber for a period of two years after VNE has completed providing service to Customer / Subscriber. In the event of Customer / Subscriber's violation of this provision, in addition to injunctive relief, VNE shall recover from Customer / Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with VNE, times twelve, together with VNE's counsel and expert witness fees.

22. **PREJUDGEMENT REMEDY:** Customer / Subscriber acknowledges that this Contract evidences a commercial transaction and waives any and all right that Customer/Subscriber may have under Section 52-278(e) through 52-278(g) of the Connecticut General Statutes, as amended, intending thereby that in the event of legal action between Customer / Subscriber and VNE arising out of this Contract, VNE may invoke any prejudgment remedy including, but not limited to, attachment and garnishment, without giving Customer / Subscriber any prior notice or opportunity for a hearing. This waiver is made by Customer / Subscriber on behalf of Customer / Subscriber and Customer / Subscriber's successors and assigns.

Initial \_\_\_\_\_

### SCHEDULE OF EQUIPMENT AND INSTALLATION

QTY	DESCRIPTION	LOCATION
	Install a NEC SV9100 Telephone System	
	1ea. Q24-FR000000138723 SV9100E Productivity Package	
	8ea. BE119591 SV91 Productivity User License	
	1 BE113018 GCD-8DLCA 8-Port Station Card	
	8ea. BE118996 DTK-12D-1(BK) 12-BTN Display Telephone	
	1ea. A20-030439-001 Installation Cable ( 25 Pair)	
	12 - Months Full Warranty - NEC SV9100 PBX Price Includes 3-Years of Software Assurance	
	2ea.V-1020 Ceiling Speakers, 1ea. V-1014 B Wall Speaker & 1ea.VP 6124 Power Supply	
	28 Hours of Labor @ \$98.00	
	Pricing based on Voice New England State of CT contact # 18PSX0097AB	

Customer/Subscriber agrees to have its credit card automatically charged for all charges under this contract. No monthly bill will be sent from VNE. ***In order to better protect credit card information, a VOICE NEW ENGLAND Customer / Subscriber service representative will contact you for billing information via phone.***

Customer / Subscriber authorizes VNE to initiate an ACH or electronic payment that will automatically be debited from Customer / Subscriber's bank account for all charges under this contract. Funds may be withdrawn from your bank account as soon as the same day we process your payment. No monthly bill will be sent. ***Please attach a voided check.***

**VOICE NEW ENGLAND, INC.:**

**Rick Moody**

VNE Sales Consultant Name

**Rick Moody**

Digitally signed by Rick Moody  
Date: 2021.10.08 13:28:43 -04'00'

VNE Authorized Signature

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER / SUBSCRIBER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_