

# SALES QUOTE



# BRYX

Emergency Response, Simplified.®

**Quote Number** BRYX-FENWICK-0001  
**Date Issued** 4/21/2026  
**Quote Expiration Date** 7/20/2026

**Quoted To (the "Customer"):**

Town of Fenwick Island  
800 Coastal Hwy.

**Bryx, Inc.**

59 Halstead Street  
Rochester, New York 14610

Fenwick Island, DE 19944

*Erin Ellinger*  
*ellinger@fenwickisland-de.gov*

## DESCRIPTION

## AMOUNT

### Bryx Mass Notification System

Annual Software-as-a-Service Subscription Fee

\$500.00

**System Scope and Deliverables:**

Bryx Mass Notification System will be deployed to deliver communications in the formats described below. The Customer will control user accounts through System Administrator accounts in the Bryx Mass Notification System. Through the process of understanding and scoping the Customer's requirements, the approximate number of Authorized Users and volume of Bryx MNS Communications is outlined below. This information is used to determine the Estimated and Maximum Annual Notification Types included in the Services.

Notification Type	Maximum Annual Quantity	Unit of Measure
SMS/MMS Mobile Messaging	12,000	Mobile Messaging Segment
Voice Messaging	12,000	Voice Messaging Call Minute
Email	50,000	Email Message
iOS/Android native app Push Notifications	Unlimited	iOS/Android Push Notification

The scope of Bryx Mass Notification System is only to include the services explicitly outlined within this Sales Quote, including Appendix A.

**Subtotal** \$500.00

<b>Tax Rate</b>	0.00%
<b>Total Tax</b>	\$0.00
<b>TOTAL</b>	<b>\$500.00</b>

***Quote Acceptance:***

Please confirm your acceptance of the terms of this Sales Quote and Appendix A by signing and dating below.

**By Customer:**

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**By Bryx, Inc.:**

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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



# APPENDIX A



**BRYX**

Emergency Response, Simplified.®

**Quote Number** BRYX-FENWICK-0001  
**Customer** Town of Fenwick Island

This Software-as-a-Service Agreement ("Agreement") is entered into by Bryx, Inc. ("Bryx") and the Customer (collectively referred to as the "Parties"). The Agreement is entered into by the Parties on the first signature date (the "Effective Date").

## 1. Definition

### 1.1 "Services", or "Bryx Mass Notification System"

Bryx's hosted mass notification and alerting platform, including all associated web and mobile applications, APIs, and related services provided via the internet. This also includes the scope of services included in any and all Appendices included with this Agreement.

### 1.2 "Authorized User"

The individuals Customer designates and authorizes to access and use the Services under its Customer Account. Authorized Users may include both Account Administrators and End Users.

### 1.3 "Account Administrator"

An Authorized User with elevated permissions who is designated by Customer to manage the Services including:

- creating and managing user profiles, contact lists, and groups;
- configuring notification templates, delivery settings, and escalation rules;
- initiating or approving broadcast messages or alerts;
- reviewing reports, logs, and system activity; and
- managing billing, integrations, and security settings.

Account Administrators act as the primary liaison between Customer and Provider for technical support, configuration, and compliance matters.

### 1.4 "End User"

An individual recipient or participant who receives notifications, alerts, or other communications generated through the Services. End Users may interact with the Service by:

- receiving SMS, MMS, voice calls, emails, or app push notifications;
- acknowledging or responding to alerts; and
- updating limited personal or contact information through approved interfaces.

End Users do not have access to administrative functions or system configuration settings.

### 1.4 "Mobile Messaging Segment"

An individual short-message-service communication (limited to 160 characters) to an individual Authorized User or an individual multi-media-service communication to an individual Authorized User

### 1.5 "Voice Messaging Call Minute"

A minute of call time to an individual Authorized User, the final minute of which is always rounded to the completion of that minute for each call, for each Authorized User.

**1.6 "Email Message"**

An individual electronic mail message to an individual Authorized User.

**1.7 "Bryx MNS Communications"**

An individual, unique communication that is delivered through the Bryx Mass Notification System, which does not consider the number of Authorized Users the communication is sent to or the delivery method of the communication (SMS/MMS Mobile Messaging, Voice Messaging, Email, Push Notification).

For example, a customer that delivers 5 communications in a month to 100 Authorized Users, the monthly volume fo Bryx MNS Communications is 5. This term is defined to contextualize the Customer's anticipated usage and message volumes.

**1.8 "Subscription Term"**

The duration during which Customer has access to the Services as specified in the Agreement.

**2. Access and Use**

**2.1 License**

Bryx grants Customer a non-exclusive, non-transferable, limited right to access and use the Services during the Subscription Term for internal business and emergency communication purposes.

**2.2 Usage Restrictions.** Customer shall not:

- (a) use the Services for unlawful, abusive, or unsolicited ("spam") messaging;
- (b) attempt to gain unauthorized access to any portion of the Services;
- (c) use the Services in a manner that disrupts or degrades Bryx's infrastructure; or
- (d) resell, sublicense, or distribute the Services to third parties.

**Customer Responsibilities.** Customer shall:

- (a) maintain the accuracy of contact data used for notifications;
- (b) ensure that Authorized Users are trained in appropriate use of the Services; and
- (c) be responsible for all messages transmitted under its account.

**3. Service Levels and Availability**

**3.1 Uptime Commitment**

Provider shall use commercially reasonable efforts to make the Services available 99.9%+ of the time, excluding scheduled maintenance, force majeure events, or failures of external networks.

**3.2 Service Level Agreement Terms**

(a) Bryx's Support terms are outlined below:

Level - Name	Example	Description	SLA	Support Availability
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1 - Critical	Bryx MNS is not available or is not communicating alerts through the alerting pathways (SMS/MMS, email, voice call, push notification)	The overall system is not functional.	Response: 1 hour Typical Resolution: 1 hour Initial Resolution: 4 hour	Complete 24/7/365 availability
2 - Moderate	Bryx MNS is operating but a feature or functionality is not available, such as messages not being sent to a specific communication channel or sent	The system is operational, but a workaround is in place.	Initial Resolution: 1 business day	Business Hours, only
3 - Low	Password reset, question on the system functionality.	General question or error.	Initial Resolution: 3 business day	Business Hours, only

(b) The Service Level Agreement terms and all other support, training, and direct communication by Bryx is provided to the Customer's Account Administrators, only. Bryx does not provide support to the Customer's End Users.

(c) Email and telephone support Monday through Friday during normal business hours of 9:00 AM to 6:00 PM Eastern Time ("Business Hours").

(d) Support tickets can be initiated:

- By phone, by calling 585-364-2788
- Online, at support.bryx.com
- By email, at support@bryx.com

Outside of Business Hours, Critical phone calls will prompt the caller to leave a voicemail. This voicemail will then be sent to the on-call Support Engineer for triage. Critical level support outside of Business Hours must be submitted by phone.

(e) If a customer raises an alarm for a critical failure and the on-call Support Engineer discovers there is not a critical failure, the customer will be notified, and the issue will be addressed following standard Support policies. Bryx reserves the right to charge the customer at the billable Engineering Hourly Rate for addressing support requests erroneously submitted as Critical level issues, that do not meet the criteria of a Critical level issue.

(f) As a software-as-a-service product, Bryx does not offer onsite Customer Support.

### 3.3 Maintenance

Bryx shall provide at least 48 hours notice of scheduled maintenance expected to affect availability.

### 3.4 Updates

Provider may implement updates or enhancements to the Services that improve functionality or performance.

## 4. Service Term, Fees, and Payment Terms

### 4.1 Service Term Start Date

Following the Parties mutual agreement to the terms of this Agreement, Bryx will make the Services available to the Customer as soon as commercially possible. The date in which the Services are available to the Customer is defined as the "Service Term Start Date". If a Trial Period is defined in the Sales Quote, the "Service Term Start Date" will be the date in which the Trial Period concludes.

### 4.2 Initial Term

The Services will be available to the Customer commencing on the Service Term Start Date and continue for an initial period of one (1) year (the "Initial Term"). The Agreement will continue until terminated under this section.

#### **4.3 Automatic Renewal**

Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1)-year renewal terms (each, a "Renewal Term"), unless either of the Parties provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

#### **4.4 Termination by Mutual Agreement**

Upon mutual agreement in writing by both of the Parties, this Agreement may be terminated at any time.

#### **4.5 Termination for Cause**

Either of the Parties may terminate upon written notice if the other party materially breaches this Agreement and fails to cure within 30 days.

#### **4.6 Effect of Termination**

Upon termination, access to the Services will cease, and Customer shall pay all outstanding amounts due.

#### **4.7 Fees and Payment Terms**

Customer shall pay the annual subscription fee detailed on the Sales Quote referenced in this Appendix A. This amount will be billed by Bryx on the Service Term Start Date. All invoices issued under this Agreement are due within 30 days of issuance. Late payments accrue interest at 1.5% per month or the maximum rate permitted by law. Subscription fees are non-refundable except as required by applicable law.

#### **4.8 Renewal Term Pricing**

For each Renewal Term, the annual subscription fee will be subject to an escalation equal to the increase in the previous year's Consumer Price Index (U.S. City Average CPI-U from the Bureau of Labor Statistics).

#### **4.9 Annual Maximum Overages**

In the event the Customer exceeds any of these defined Maximum Annual Quantities in the Sales Quote, Bryx reserves the right to bill an additional fee of the following:

\$0.02 per Mobile Messaging Segment

\$0.035 per Voice Messaging Call Minute

\$0.002 per Email Message

Amounts billed for any overages are to be billed at the end of each calendar month (if applicable)

#### **4.10 Sales and Use Taxes**

All fees exclude applicable taxes, including sales and use tax, which shall be the responsibility of Customer. Bryx reserves the right to charge any applicable Sales Tax that Bryx is required to collect and remit as part of the final invoice to the Customer, if a valid Sales Tax Exemption Certificate is not provided.

### **5. Data, Security, and Confidentiality**

#### **5.1 Data Ownership**

Customer retains ownership of all Customer Data. Bryx may access Customer Data solely to provide the Services, prevent technical issues, and/or provide Customer Support.

#### **5.2 Security Measures**

Provider shall maintain administrative, physical, and technical safeguards consistent with industry standards (including data encryption in transit and at rest).

#### **5.3 Confidentiality**

The Parties agree to protect the other's Confidential Information and not disclose it to third parties, except as required by law or to perform obligations under this Agreement. The Customer will not and will not attempt to reverse engineer, disassemble, decompile, unlock, copy or create derivative works of the Services in whole or in part for any reason. The Customer will keep the Services free of all claims, liens, and encumbrances.

## **6. Miscellaneous**

### **6.1 Provider Warranty**

Provider warrants that the Services will perform substantially as described in the Documentation. The Services are provided "as is". Bryx disclaims all other warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

### **6.2 Emergency Communications Disclaimer**

Customer acknowledges that the Services depend on third-party networks (e.g., mobile carriers, internet service providers) and that Bryx cannot guarantee delivery or timing of notifications in all circumstances.

### **6.3 Limitation of Liability**

Bryx's total liability arising out of or related to this Agreement shall not exceed the total fees paid by Customer in the twelve (12) months preceding the claim. In no event shall either of the Parties be liable for indirect, incidental, special, or consequential damages, including loss of data, profits, or goodwill.

### **6.4 Indemnification**

The Parties agree to indemnify, defend, and hold harmless the other from any third-party claim arising from:

- (a) its breach of this Agreement;
- (b) violation of applicable laws; or
- (c) infringement of third-party rights.

### **6.5 Unauthorized Use**

Customer shall ensure that all communications sent through Bryx Mass Notification System comply with applicable laws and industry regulations, including but not limited to the Telephone Consumer Protection Act (TCPA), CAN-SPAM Act, and CTIA Messaging Principles.

Bryx shall not be liable for:

- (a) any unauthorized, unsolicited, or improper messages sent using the Services;
- (b) any use of contact data uploaded by the Customer without valid recipient consent, for all means and types of communications; or
- (c) any penalties, damages, or enforcement actions arising from such use.

Customer shall defend, indemnify, and hold Provider harmless from any claims or losses resulting from such unauthorized or unlawful communications.

### **6.6 Right to Suspend Service**

Provider reserves the right to immediately suspend or restrict access to the Services, in whole or in part, without liability, if Provider reasonably determines that:

- (a) Customer or any Authorized User is using the Services in violation of this Agreement, applicable law, or industry regulations;
- (b) any messages or content transmitted through the Services are unauthorized, unlawful, or could harm Provider's systems, reputation, or relationships with carriers or service providers; or
- (c) such suspension is necessary to prevent harm, ensure compliance, or investigate suspected misuse.

Provider shall use commercially reasonable efforts to notify Customer of any such suspension and to restore access promptly after the underlying issue is resolved.

### **6.7 Governing Law**

This Agreement shall be governed by the laws of the State of Delaware excluding its conflict of laws rules.

### **6.8 Force Majeure**

Neither party shall be liable for delays or failures due to causes beyond its reasonable control.

**6.9 Notices**

Notices must be in writing and delivered to the addresses listed in the Sales Quote or electronically to authorized contacts.

**6.10 Entire Agreement**

This Agreement, specifically the Sales Quote, Appendix A, and any additional Appendices constitutes the entire understanding between the Parties.

