



CONTRACT RENEWAL LETTER

Date: April 22, 2025
Contract #: UCPJMU4608
Service: Lightning Detection System w/ Alerts
Renewal Period: 5/6/2025 to 5/5/2026
Renewal #: 9 of 9 One-Yr
Issued By: James Madison University
 Doug Chester, Buyer Senior Ph: 540-568-4272
 Fx: 540-568-7935

Contractor: Earth Networks, Inc.
 Attn: Daniel W. O'Connell
 12410 Milestone Center Dr., #300
 Germantown, MD 20876 Ph: 240-447-4874

Contract Administrator: Christopher Miller, Police Department

Description of Renewal Notice:

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The contract pricing will increase by 2.3% in accordance with the "other services" category of the CPI-W. An updated pricing schedule is attached to this renewal.

All invoices shall be submitted within sixty days of contract renewal term expiration as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

Return one executed renewal notice to my attention within ten days.

Earth Networks, Inc.

By:

~~Daniel W. O'Connell~~ Guillermo Esquivel

Name (print)

~~CLO~~ Director of Sales

Title

4/23/2025

Date Signed

Signed by:

Guillermo Esquivel

5CCC26C9B8C3432...

James Madison University

By:

Doug Chester, VCO, CUPO

Name (print)

Buyer Senior

Title

4/22/2025

Date Signed



Contract #: UCPJMU4608

Contractor: Earth Networks, Inc.

Renewal Period: 05/06/2025 - 05/05/2026

Commodity: Lightning Detection System w/ Alerts

Outdoor Alerting Horns (OAH) (includes all costs of Contractor installation and set-up, including travel):
1-3 horns: \$8,941.02/per horn *
4-6 horns: \$8,493.97/per horn *
7+ horns: \$7,928.25/per horn *
*bulk discounts applied for horns installed during one visit

Standalone Strobes (includes Informer and Contractor installation and set-up, including travel):
\$1,682.84/per strobe

Additional Strobes added to existing Informer (includes all costs of Contractor installation and set-up, including travel) :
\$511.50

Annual Software License, Maintenance and Support Plan (includes Horn Alert Feeds, Horn Portal Page, Countdown Clock Widget, 15 concurrent RTStreamer Licenses, upgrades, and support):
\$511.50/per installed horn

Annual Hardware Maintenance and Support Plan (includes all travel, labor, and maintenance):
\$4,143.15 - 8 Sirens & 1 Weather Station

Training Services:
Ongoing phone training provided at no cost

Optional Annual Meteorologist Services subscription:
\$13,513.51
Daily two (2) day forecast for local area; forecasts will be tailored to thresholds and needs of Purchasing Agency
Updates to the forecast if changes occur that would affect Purchasing Agency operations
24/7/365 meteorological phone and email support

EARTH NETWORKS, INC. MAINTENANCE RIDER

If maintenance is included with the goods or services as reflected on the Order Form, the provisions of this Rider express the obligations of Earth Networks and the Customer with respect to such maintenance.

MAINTENANCE

As long as a maintenance agreement is in force, and all applicable fees paid, Earth Networks shall perform the following maintenance activities, subject to the terms and conditions expressed herein.

- Earth Networks will assign a technician to the Customer location for scheduling. Please be advised that it may take up to 4 weeks for this visit to be completed.
- The technician will need access to the areas where both the outdoor and indoor equipment are installed.
- During a maintenance visit, the technician will troubleshoot the reported issue to identify the solution. Once the issue is determined, the technician will inform the customer of the cause and what is required to make the system operational again.
- Upon completion of the work, the technician will perform a test of the equipment to ensure everything is in working order.
- The customer will then be presented with a work order for signature to show the work has been completed in a satisfactory manner.
- Maintenance covers all parts, labor and replacement/repair of hardware during the warranty period of 2 years. Following the expiration of the warranty period, labor is included but parts are not. Replacement parts must be purchased by customer at then current prices. Earth Networks reserves the right to substitute parts of like kind and quality. Maintenance does not cover the relocation of hardware.
- If non-standard equipment (e.g. a lift) is required to access hardware, Customer agrees to either supply such equipment or cover the rental expense

Customer Obligations. Customer agrees to maintain the equipment in a workmanlike manner, but in no way less than the standards to which Customer maintains other similar assets in the prudent management of its assets and properties, so as to ensure that the equipment is fit for its intended use and is in good working order, condition and repair, ordinary wear and tear expected.

Customer agrees that, prior to scheduling any maintenance visit, Customer will consult with Earth Networks technical support by phone, to determine whether it is possible to resolve any issues in that manner



Customer Initials



Earth Networks Initials