



## CONTRACT RENEWAL LETTER

**Date:** February 24, 2023  
**Contract #:** UCPJMU4608  
**Service:** Lightning Detection System w/ Alerts  
**Renewal Period:** 5/6/2023 to 5/5/2024  
**Renewal #:** 7 of 9 One-Yr  
**Issued By:** James Madison University  
Colleen Johnson, Buyer Senior Ph: 540-568-3137  
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:** Everette Clemmer, Public Safety

### **Description of Renewal Notice:**

UCPJMU4608 negotiated pricing is hereby modified as follows:

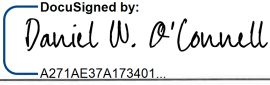
The prior UCPJMU4608 Negotiation Summary item 1.e. Pricing: "Annual Hardware Maintenance and Support Plan" will no longer include "repair parts" but otherwise shall still include all travel/labor/maintenance rates. The attached *Earth Networks Order Form* hereby modifies the contract pricing of the included annual "Maintenance Package" to \$4,050/year. The *Earth Networks Maintenance Rider* included in the order form is hereby added to the contract. Contract pricing otherwise remains unmodified and is attached herein.

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.

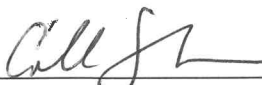
All invoices shall be submitted within sixty days of contract renewal term expiration as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

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

### **Earth Networks, Inc.**

DocuSigned by:  
**By:**   
A271AE37A173401...  
Daniel W. O'Connell  
\_\_\_\_\_  
Name (print)  
CLO 4/5/2023  
\_\_\_\_\_  
Title Date Signed

### **James Madison University**

**By:**   
Colleen Johnson, CUPO  
\_\_\_\_\_  
Name (print)  
Buyer Senior 4/5/23  
\_\_\_\_\_  
Title Date Signed



**Contract #:** UCPJMU4608

**Contractor:** Earth Networks, Inc.

**Renewal Period:** 05/06/2023 - 05/05/2024

**Commodity:** Lightning Detection System w/ Alerts

**Outdoor Alerting Horns (OAH) (includes all costs of Contractor installation and set-up, including travel):**

1-3 horns: \$8,740/per horn \*

4-6 horns: \$8,303/per horn \*

7+ horns: \$7,750/per horn \*

\*bulk discounts applied for horns installed during one visit

**Standalone Strobes (includes Informer and Contractor installation and set-up, including travel):**

\$1,645/per strobe

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

\$500

**Annual Software License, Maintenance and Support Plan (includes Horn Alert Feeds, Horn Portal Page, Countdown Clock Widget, 15 concurrent RTStreamer Licenses, upgrades, and support ):**

\$500/per installed horn

**Annual Hardware Maintenance and Support Plan (includes all travel, labor, and maintenance ):**

\$4,050 - 8 Sirens & 1 Weather Station

**Training Services:**

Ongoing phone training provided at no cost

**Optional Annual Meteorologist Services subscription:**

\$13,209.69

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 Order Form

Earth Networks  
an AEM Subsidiary  
12410 Milestone Center Dr., Suite 300  
Germantown, MD 20876

| Prepared by        | Sales Contact Phone | Sales Contact E-mail       |
|--------------------|---------------------|----------------------------|
| Sanjeev Chalissery | (301) 250-4109      | sanjeev.chalissery@aem.eco |

| Customer Information   |                                       |   |   |
|--|---------------------------------------|---|---|
| <b>ORGANIZATION / BUSINESS NAME:</b><br>James Madison University |                                       | <b>BILLING ADDRESS:</b><br>800 S Main Street<br>Harrisonburg, VA<br>22807 | <b>SHIPPING ADDRESS (IF DIFFERENT):</b><br>800 S Main Street<br>Harrisonburg, VA<br>22807 |
| <b>CONTACT NAME:</b><br>Colleen Johnson                          | <b>CONTACT PHONE:</b><br>540-568-3137 |   |   |
| <b>CONTACT E-MAIL:</b><br>johns9cm@jmu.edu                       |                                       |   |   |

| Schedule of Products & Services   |   |     |              |                    |
|---|---|-----|--------------|--------------------|
| <b>QUOTE №:</b> <u>104066</u> <b>DATE:</b> <u>3/21/2023</u> <b>PROJECT REF:</b> <u>2023 - Horn Maintenance/Lx Alerting/Met services Renewal</u> |   |     |              |                    |
| Product Name  | Notes   | Qty | Unit Price   | Total Price        |
| EN807   | Lx Alerting Subscription  | 6   | \$0.00       | \$0.00             |
| EN807   | Lx Alerting Subscription  | 2   | \$4,000.00   | \$4,000.00         |
| EN901   | Maintenance Package <ul style="list-style-type: none"><li>Coverage for 8 Sirens and 1 Weather Station. Additional details can be found in the Maintenance Rider (linked below).</li></ul> | 1   | \$4,050.00   | \$4,050.00         |
| EN818   | Met Products and Services (Standard), per Contract UCPJMU4608   | 1   | \$13,606.00  | \$13,606.00        |
|   |   |     | <b>TOTAL</b> | <b>\$21,656.00</b> |

**Term Months: 1 Year**

Renewal of Services under Contract # UCPJMU4608



**Remarks:**

- Quotation is valid for a period of thirty (30) days from the date of this correspondence.
- PAYMENT TERMS: NET30 unless otherwise documented. Late payment fees will be charged at one percent (1%) per month or part thereof will be charged for any payment that is more than thirty (30) days late.
- CURRENCY: USD
- SHIPPING METHOD: Bestway
- SHIPPING TERMS: Ex Works
- MAINTENANCE: Annual service and maintenance contracts are available. The installation and/or maintenance costs quoted above are valid for standard installations and maintenance only. Any installation or maintenance work that requires non-standard equipment, materials, or regulatory expenses may be subject to an additional charge.
- ESTIMATED DELIVERY: We, like many businesses, are experiencing periodic disruptions in our supply chain. Accordingly, you may expect delivery times to approach, or exceed, 8 weeks. Thank you for your patience and understanding during these unusual times. You will receive an e-mail when all, or a portion, of, your order has shipped.
- Applicable taxes are not included. This order is subject to sales tax at the time of invoicing. If tax exempt, please include a Tax Exemption Certificate.

By ordering, receiving, or accepting AEM-provided products and/or services, Buyer agrees to the specific terms and conditions incorporated by reference below ~~and the General Terms and Conditions of Sale incorporated by reference, all of which are available for review at: <https://aem.eco/contracts>.~~

Approved by Earth Networks Legal

DocuSigned by:  
*Daniel W. O'Connell*  
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**Order Specific Terms and Conditions:**

- Hardware Terms
- Professional Services Terms
- Maintenance Rider

Initial for  
Acceptance

|          |
|----------|
|          |
|          |
| Attached |

## ACCEPTANCE

To accept, please initial the Order Specific Terms and Conditions above, complete and sign below and return.

James Madison University

Signature: *Colleen Johnson*

Name: Colleen Johnson

Title: Buyer Senior

Date: 4/5/23

Earth Networks, an AEM subsidiary

Signature: *Daniel W. O'Connell*

Name: Daniel W. O'Connell

Title: General Counsel

Date: 3/24/2023



## 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 labor for the troubleshooting, and repair of the hardware. 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

**COMMONWEALTH OF VIRGINIA AGENCY  
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**

**AGENCY NAME:** James Madison University

**CONTRACTOR NAME:** Earth Networks

**DATE:** 3/23/2023

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract. In the event that the Contractor enters into terms of use agreements or other agreements of understanding with University employees and students (whether electronic, click-through, verbal, or in writing), the terms and conditions of this Agreement shall prevail.

The Contractor represents and warrants that it is a(n) // individual proprietorship // association // partnership /X / corporation // governmental agency or authority authorized to do in Virginia the business provided for in this contract. (Check the appropriate box.)

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to James Madison University. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.


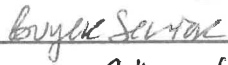
The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following paragraphs 1 through 18 shall have any effect or be enforceable against the Commonwealth:

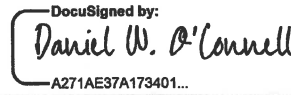
1. Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
4. Requiring the Commonwealth to defend, indemnify or to hold harmless the Contractor for any act or omission;
5. Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment;
6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;
8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;

9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury. The parties agree that this clause does not extend the Contractor's liability beyond its own acts or those of its agents/employees;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obliging the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.
17. Requiring the "confidentiality" of the agreement, in whole or part, without (i) invoking the protection of Section 2.2-4342F of the Code of Virginia in writing prior to signing the agreement (ii) identifying the data or other materials to be protected, and (iii) stating the reasons why protection is necessary.
18. Requiring the Commonwealth to reimburse for travel and living expenses in excess of the agency policy located at <https://www.jmu.edu/financemanual/procedures/4215mie.shtml>

This contract has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

AGENCY by   
Title   
Printed Name Colleen Stinson

CONTRACTOR by   
Title General Counsel  
Printed Name Daniel W. O'Connell

October 2022

