



CITY CLERK  
ORIGINAL

C-10114-1  
07/01/2016

June 15, 2016

Chuck Montgomery  
Glendale Regional Public Safety Training Center  
11550 W. Glendale Avenue  
Glendale, AZ 85307

Dear Chuck:

The support agreement(s) for your OMI Spirometry System will expire on July 31, 2016

To avoid any lapse in support coverage please indicate your choices below and return to our office with your purchase order, check or credit card information as soon as possible.

**Renewing the OMI Spirometry Software Support Option is \$450.00 per year and includes the following advantages:** Unlimited access to technical support by telephone or email. Additionally, all software upgrades are available, free of charge, to users with current support agreements.

**OMI Spirometry Hardware Support Option - \$155.00 per year and includes the following:**

1. Spirometer Repair - You only pay shipping and parts. There are no labor charges (savings of \$125.00/hour).
2. Spirometer Loaner - Free under Hardware Support - you only pay shipping (\$250.00 savings)
3. 50% off Spirometer Cleaning/Calibration Services - \$175.00 (\$350.00 w/o support) plus shipping - This is a great savings! Your Spirometer should be professionally cleaned and calibrated annually.

**OMI Syringe Calibration Service** - \$175.00 plus shipping. The manufacturer recommends calibration of your syringe annually. The latest calibration date should be indicated on your syringe. If you have any questions regarding this information please feel free to contact our support staff at 800-869-6783. Loaner syringes are also available for only \$35.00, plus shipping.

Yes I would like the following:

- |  |                              |
|--|------------------------------|
| <input type="checkbox"/> Five Year Spirometry Software Support Renewal | \$ 2,250.00                  |
| <input type="checkbox"/> Five Year Hardware Support Option             | \$ 775.00                    |
| <input type="checkbox"/> OMI Syringe Calibration Service               | \$ 175.00 each plus shipping |

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**CREDIT CARD #:** \_\_\_\_\_ **EXP DATE:** \_\_\_\_ / \_\_\_\_ **CVV:** \_\_\_\_\_

**CARDHOLDER:** \_\_\_\_\_ **Billing Zip Code:** \_\_\_\_\_

**PURCHASE ORDER#:** \_\_\_\_\_

*(A hard copy of the Purchase Order is required in order to process payment.)*

**EMAIL ADDRESS:** \_\_\_\_\_

19424 Park Row, Suite 110  
Houston, Texas 77084

281.492.8250  
800.869.6783  
Fax 281.492.0036

email: info@occupational.com  
www.occupational.com



**SERVICE AND SUPPORT AGREEMENT**  
for  
**Glendale Regional Public Safety Training Center**  
11550 W. Glendale Avenue  
Glendale, AZ 85307

This software support agreement ("The Agreement") dated July 1, 2016, by which we, Occupational Marketing, Inc. ("OMI"), a Texas corporation having our principal office at 19424 Park Row, Suite 110 Houston, TX 77084, agree to provide service and support to the below listed software product(s).

1. OMI Spirometry Software

I. Description of Support Service:

OMI will provide the following support services to you for a period of 60 months, beginning on the first day following the expiration of your current support agreement. If this is your initial agreement or your previous agreement has expired support will begin on the first business day following the receipt of payment or acceptable company purchase order.

- A. OMI will consult with you by telephone during our normal business hours to assist you in the use and operation of the Software.
- B. OMI will supply Software upgrades at no additional cost during the term of the Agreement.
- C. OMI will provide you with all enhancements to the Software which we develop and generally make available at no charge to other licensee of the Software.
- D. OMI will provide updates to correct any errors in the Software which cause it to deviate from the specifications for the Software which are contained in the operator's manual.

II. Limitations to Support Coverage:

- A. This Agreement is of limited duration and coverage.
- B. This agreement extends only to the original purchasers of OMI Software products.
- C. This Agreement extends only to uses for which the Software was designed.
- D. This Agreement does not extend to computer hardware being used to operate the Software. OMI is not obligated to provide support or repair services to computer hardware not purchased from OMI.

III. Limitation of Remedy:

- A. OMI's entire liability and your exclusive remedy for damages to you from any work under this agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, shall be as follows:
1. If the Software does not perform as warranted, our obligation will be to modify the Software to make it perform as warranted, or, if after repeated efforts, we are unable to make the Software operate as warranted, you will be entitled to recover your actual money damages to the limits set forth in this section.
  2. Damages shall not exceed the total fees received by us under this Agreement.
  3. Under no circumstances, arising in tort (including negligence) or otherwise, will OMI be liable to you for any indirect, incidental, special, or consequential damages, expenses, cost, profits, lost savings, or earnings, lost or corrupted data, or other damages arising out of, or related to this Agreement.
  4. Neither party may institute any action in any form arising out of this Agreement more than one year after the cause of the action has arisen, or in the cause of nonpayment, more than one year from the date of last payment.

IV. General:

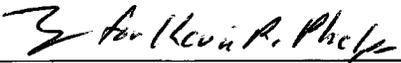
- A. This Agreement is governed by the laws of the state of Texas.
- B. OMI reserves the right to assign its rights and obligations under this Agreement to a qualified assignee. To effect any such assignment, the assignee must notify you in writing that it has assumed all of the rights and obligations of OMI under this Agreement.
- C. This Agreement is the complete and exclusive statement of the Agreement between the parties and supersedes all prior oral and written proposals and communications pertaining to the subject matter hereof. This agreement may be amended to add additional software products or components by execution of additional schedules.

Occupational Marketing, Inc.

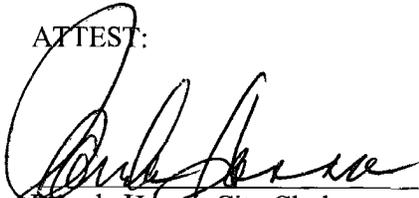
By: Miley D. Sull

Date: JUNE 15, 2016

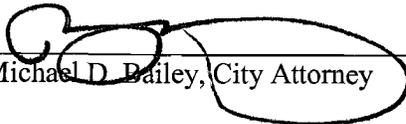
CITY OF GLENDALE, an Arizona  
municipal corporation

  
\_\_\_\_\_  
Kevin R. Phelps, City Manager

ATTEST:

  
\_\_\_\_\_  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael D. Bailey, City Attorney