



MegaTronics International Corp.

Manufacturer of the MegaTrak® Automated Fuel Management System

April 22, 2014

Webb County Road & Bridge
ATTN: Joe Villagran
7210 E. Sanders
Laredo, TX 78041

RE: MegaTrak Fuel System Extended Hardware/ Software/Licensing Agreement

Dear Mr. Villagran:

Thank you for being part of the MegaTrak® team, and hopefully you have had the opportunity to visit our Customer Share Point site to see all of the new innovations and capabilities that MegaTrak® now offers:

<http://www.megatruk.net/sites/customers>

User name: mega Password: M9000! Please see attached.

It is important to maintain this vital insurance coverage and support to keep MegaTrak® "like new". With it, (MTI) will warranty/insure your hardware/software license/support and guarantee all software upgrades at no charge. The renewal date for the extended maintenance agreement is **June 30, 2014** and will continue through **June 29, 2015**. The enclosed agreement is an addendum to the initial agreement and subsequent addendums. In an effort to go green, you may pay by credit card, electronic payment or check.

The cost of this coverage is **\$2,850.00**. The attached invoice is broken down to cover hardware for **\$1,855.00** which includes the communications module, keypad overlays, speakers, key drives, locks, diagnostic fees, support, reprogramming, firmware upgrades, labor costs, and return shipping by ground, etc.; and also, the MT Pro Standard Host/Remote Software with Preventative Maintenance for **\$995.00**. This support includes all upgrades free of charge, and required fixes to the program necessitated by Microsoft, in order to maintain the quality and operation of the proprietary MT software. MTI is not responsible for loss of data if the customer does not provide and maintain sufficient backups. Any hardware not listed under "Hardware Maintenance Includes" is no longer covered but not limited to ATG probes, consoles, multiplexers and sensors. Site visits and their costs are not covered by this agreement and must be arranged for separately by the **Webb County Road & Bridge** and MTI.

It is necessary that the **Webb County Road & Bridge** maintain a trained operator in the operation of the MegaTrak® System to keep your system running properly, but should new or additional people require training; MTI can provide such at the customer's expense.

MTI, a small woman-owned company is proud of its patented fuel management system and includes a "license fee" to protect any part of the MT System's hardware or software from being used by any competing fuel system. MTI is always willing to assist with the interfacing of any third party maintenance programs, but would appreciate notice in writing or by email so that a programmer can be made available to assist during the interface process.

Sincerely,

Kay Turner, CEO
MegaTronics International Corp.



MegaTronics International Corp.

Manufacturer of the MegaTrak® Automated Fuel Management System

MegaTrak® Extended Warranty Agreement

Webb County Road & Bridge hereby accepts MegaTronics International Corp.'s (MTI's) extended warranty for the MegaTrak® System's Hardware, MT Pro Software, License and Customer Support (see letter: this an amendment to the initial and subsequent extended warranty agreements) which cover the following for one year, effective June 30, 2014 through June 29, 2015. Payment must be received before expiration date.

Hardware Maintenance Includes:

- (11) MT Series 9000 MCUs (includes one truck mount, two MCU's lube real and two spares)
- (1) MT USB Key Encoder \$ 1,855.00

License and Software Maintenance Includes:

- (1) MegaTrak® Pro Standard Host Software with Preventative Maintenance , parts & inventory \$ 995.00

TOTAL HARDWARE AND SOFTWARE: \$ 2,850.00

Please sign, make a copy for your records and use the enclosed prepaid envelope to remit and return.

NOTE:

1. Extended maintenance coverage does not include training for new fleet personnel or any ancillary products incorporated into the MCU hardware not manufactured by MTI. (i.e., antenna's etc.)
2. No expressed or implied warranty is made or included for any MegaTrak® part(s) and/or products which are not installed, used, or operated in accordance with MT instructions and specifications, or which may be damaged by accidents, abuse, misuse, vandalism, natural or personal disaster, including, but not limited to lightning, fire, flood, riot, and/or any unauthorized modifications or modifications made without prior written approval of MTI.
3. Site visits and the costs are not covered under this agreement and must be arranged for separately.
4. Customers not under maintenance contracts will be billed a license fee and for necessary software upgrades required by the MT software to function properly.
5. MTI is not responsible for loss of data. Customer must maintain sufficient backups.
6. MTI shall have no liability for damages or indemnity in any amount exceeding the charges paid by customer to MTI for the licensed program(s) above.
7. Any hardware not listed under "Hardware Maintenance Includes" is not covered, to include but not limited to equipment such as ATG probes, consoles, multiplexers and sensors.
8. All service or equipment ordered by customer must have a purchase order or RMA # from MTI.
9. Replacement of equipment over five (5) years of age and deemed not repairable may be purchased through MTI at a discounted price.

Kayo 4/22/14
Kay Turner, MTI and Date

Print name for the Webb County Road & Bridge

Signature and Date for Webb County Road & Bridge