



MegaTronics International Corp.
Manufacturer of the MegaTrak® Automated Fuel Management System

April 11, 2016

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:

In appreciation of your loyalty as a customer and as part of the MegaTrak® team, MTI is not increasing the price of this extended warranty/maintenance coverage. Also, be sure to visit our Customer Share Point site to see all of the new innovations and capabilities that MegaTrak® now offers:

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

User name: mega Password: M9000!

It is important to maintain this vital insurance coverage and support to keep MegaTrak® "like new". (MTI) will then warranty/insure your hardware, firmware and software licenses, repairs/support and guarantee all software upgrades at no charge. The renewal date for the extended maintenance agreement is **June 30, 2016** and will continue through **June 29, 2017**. 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 **\$2,964.00**. The attached invoice is broken down to cover hardware for **\$1,969.00** which includes the 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 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 not covered. Site visits and their costs are not covered by this agreement and must be arranged for separately by **Webb County Road & Bridge** and MTI.

It is necessary that **Webb County Road & Bridge** maintain a trained operator in the operation of the MegaTrak® System to keep the system running properly, but should new or additional people require training; MTI can provide such at the customer's expense. It is imperative to call or email MTI for a quotation and appointment time for support when replacing, adding computers, or working with third party software.

Because MTI is a small woman-owned company proudly offering the MegaTrak® Fuel System, a sole source, proprietary and patented hardware and software, a "license fee" is legally required to protect all parts of the MT System's firmware or MT Pro software from being used by any competing fuel system. The extended warranty for the hardware, and licensing agreement saves customers time and keeps the hardware like new, extending its life.

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, 2016 through June 29, 2017. 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 three spares, (Includes one Prorated Spare) (1) MT USB Key Encoder \$ 1,969.00

License and Software Maintenance Includes:

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

TOTAL HARDWARE AND SOFTWARE: \$ 2,964.00

Please sign, remit and return in the enclosed prepaid envelope, keeping one copy for your files.

NOTE: 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.)

1. 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, or natural disaster, including, but not limited to lightning, fire, flood, riot, and/or any unauthorized modifications made without the prior written approval of MTI.
2. Site visits and the costs are not covered under this agreement and must be arranged for separately.
3. Customers not under maintenance contracts will be billed a mandatory license fee. Needed support and necessary software upgrades required by the MT Pro software to function properly are subject to charge. Retraining is subject to charge.
4. MTI is not responsible for loss of data. Customer must maintain sufficient backups.
5. 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.
6. Any hardware not listed under "Hardware Maintenance Includes" is not covered.
7. All service or equipment ordered by customer must have a purchase order or RMA # from MTI.
8. Replacement of equipment over five (5) years of age and deemed not repairable may be purchased through MTI at a discounted price.

Kay 4/11/2016
Kay Turner, MTI and Date

Print name for the Webb County Road & Bridge

Signature and Date for Webb County Road & Bridge



INVOICE

P.O. Box 460584
San Antonio, TX 78246

TEL (210) 804-1007
FAX (210) 804-1020

INVOICE NO. 16666

BILL TO
Webb County Purchasing Attn: Ludi Gomez 1110 Washington Street, Suite 101 Laredo, TX 78040 956-523-4125

SHIP TO
Webb County Purchasing Attn: Roberto Rodriguez 7210 E. Saunders Street Laredo, TX 78041 956-740-2210

SALES PERSON	PURCHASE ORDER NO.	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE
PF		US Mail	4/11/2016	EMA	4/11/2016
QUANTITY	ITEM CODE	DESCRIPTION	U/M	PRICE EACH	AMOUNT
1	2600	Extended Hardware and Software Maintenance Agreement for the MegaTrak Fuel Management System installed for the period beginning June 30, 2016 and continuing through June 29, 2017.		2,964.00	2,964.00
	Note 1	***You Must Remit Prior to Expiration Date. Thank You*** ****Customer must notify MTI of any local or state taxes that may apply. If invoices do not include required taxes, those certain taxes become the responsibility of the Customer.****			0.00T
				SUBTOTAL	\$2,964.00
				SALES TAX (0.0%)	\$0.00
TOTAL					\$2,964.00
BALANCE DUE					\$2,964.00

THANK YOU! We appreciate your business.