

## MegaTronics International Corp.

Manufacturer of the MegaTrak® Automated Fuel Management System

## MegaTrak® Extended Warranty & EULA Agreement

Webb County Road & Bridge hereby accepts MegaTronics International Corp.'s (MTI's) extended warranty for the MegaTrak® System's Hardware and end user license agreement (EULA) for the MT Pro Software (see letter). This warranty/licensing agreement covers the following period effective June 30, 2019 through June 29, 2020. FOR MCU REPAIRS ship to: MTI, 5150 Broadway St. #459, San Antonio, TX 78209-5710.

Hardware Warranty/ Maintenance Includes: 9000 Hardwired

(11) MT Series 9000 MCUs Wireless (includes (1) Truck Mount; (2) Lube Reels and (4) Spares)

\$1,969.00

End User License Agreement and MT Pro Upgrades and Support Includes:

(1) MegaTrak® Pro Standard Client Host Software License with Preventative Maintenance and Support

\$995.00

TOTAL HARDWARE AND SOFTWARE:

\$2,964.00

Please sign, remit and return, keeping a copy for your files.

- 1. Extended hardware warranty does not include any ancillary products incorporated into the MCU hardware that is not manufactured by MTI (i.e. antennas, 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 MTI Instructions and specifications; or which may have been damaged by accidents, abuse, misuse, vandalism or natural disaster; including, but not limited to, lightning, fire, flood, riot; or any modifications made without prior written approval from MTI.
- Site visits and/or additional training costs are not covered under this agreement and must be arranged for separately. Tech support when adding or replacing a computer is subject to a \$495.00 charge.
- MTI is not responsible for loss of data. Customer must maintain backups to receive MTI help in recovery.
- MTI shall have no liability for damages, or indemnity in any amount exceeding the charges paid by customer for the licensed program(s) above..
- All service or equipment ordered by customer must have a purchase order or RMA# from MTI. Customer pays to ship to MTI and MTI pays to return it.

Replacement of equipment over five (5) years of age, and deemed not repairable, may be purchased through MTI at a discounted price.

Kay Turner MT and Date

Signature and Date for Webb County Road & Bridge

ATTESTED:

Margie Ramirez-Ibarra Webb County Clerk



APPROVED AS TO FORM:

Ramon A. Villafranda, Jr. Assistant General Counsel Webb County Civil Legal Division\*

\*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court On November 12, 2019; item no. 8 e.

2019 NOV 18 PH 3: 30 WEBB COUNTY, TEXAS

BY DEPUTY