



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

# INVOICE

P.O. Box 460584 (210) 804-1007  
 San Antonio, TX 78246 FAX (210) 804-1020

INVOICE NO. 15837

**BILL TO**

Gila County  
 ATTN: Accounts Payable  
 1400 East Ash  
 Globe, AZ 85501

**SHIP TO**

Gila County-Fuel Management  
 Attn: John Root  
 1001 E. Besich Blvd.  
 Globe, AZ 85501  
 928-402-8590

SALES PERSON	PURCHASE ORDER NO.	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE
MJ			6/18/2012	Due on receipt	6/18/2012
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 May 27, 2012 and continuing through May 26, 2013.		5,070.00	5,070.00

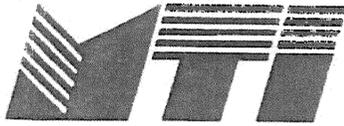
**SUBTOTAL** \$5,070.00

**SALES TAX (0.0%)** \$0.00

**TOTAL** \$5,070.00

**BALANCE DUE** \$5,070.00

**THANK YOU! We appreciate your business.**



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

June 18, 2012

Gila County  
ATTN: John Root  
1400 East Ash Street  
Globe, AZ 85501

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

Dear Mr. Root,

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.megatrak.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 **May 27, 2012** and will continue through **May 26, 2013**. 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 **\$5,070.00**. The attached invoice is broken down to cover hardware for **\$2,575.00** 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 **\$2,495.00**. 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 Gila County and MTI.

It is necessary that the Gila County 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

The Gila County 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 May 27, 2012 through May 26, 2013. Payment must be received before expiration date.

### Hardware Maintenance Includes:

(8) Series 3000 MCU's (AC) (Hardwired); (2) Series 3000 MCU's (DC) (Hardwired); (3) ACCOMMs; (Series 3000 - No longer covered under maintenance)	\$ 0.00
Globe Fuel Island: (4) Series 9000 MCU's (AC) (Hardwired); (1) Truck Mount Series 9000 (DC); Shop – (1) Series 9000 (AC)	\$1,050.00
Payson: (1) Truck Mount Series 9000 (DC); Light Shop – (1) Series 9000 (AC); Heavy Shop – (1) Series 9000 (AC);	\$ 525.00
(3) Series 9000 (AC) (spares); (1) Series 9000 (DC) (spare); (2) USB Key Encoders	\$1,000.00

### License and Software Maintenance Includes:

(1) MegaTrak Pro Standard Host License with Preventative Maintenance, Upgrades, Maintenance and Support	\$ 995.00
(3) MegaTrak Pro Standard Remote License with Preventative Maintenance, Upgrades, Maintenance and Support	\$1,500.00
<b>TOTAL HARDWARE AND SOFTWARE:</b>	<b>\$5,070.00</b>

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

### NOTE:

Exhibit "A" by mention is made a binding part of this agreement as set forth herein.

1. Extended maintenance coverage does not include 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.

Kay 6/18/12  
Kay Turner, MTI and Date

GILA COUNTY

Don E. McDaniel, Jr.  
Don E. McDaniel, Jr., County Manager

Date: 8/1/12

## EXHIBIT "A"

**Anti-Terrorism Warranty:** Pursuant to **A.R.S. §35-393.06(B) and 35-391.06(A)** the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**Legal Arizona Workers Act Compliance:** Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

**Cancellation:** This agreement is subject to the cancellation pursuant of A.R.S. §38.511.

# MegaTrak Customer Service Web Site

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MegaTronics provides a Customer Service web site intended for all MegaTrak® system users, owners and installers. The site contains numerous documents, technical papers and drawings, user guides, installation and operation manuals, software tools and software updates. There is also a Troubleshooting section, a FAQ (*Frequently Asked Questions*) section, and a "Wiki" (*glossary/dictionary*) section.

The site also has a section for communication with the MegaTronics engineering department and an area where uploads to MegaTronics can be performed if needed.

Any MegaTrak® user, customer, or service technician, may access the web site using a web browser with Internet access. Go to this URL:

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

*Note: Do NOT include a "www" prefix*

When you reach the web site, it will ask you for a user name and password.

For the user name, enter:       **mega**

For the password, enter:       **M9000!**

*Note: The user name is all lower case letters. The password must have an upper case "M", and remember to include the exclamation point (!) as well.*

The Customer Service web site is always growing, and being updated almost every day. **Please check back often!** This web site belongs to MegaTrak® customers! We very much welcome comments, corrections, or additions to the site.

MegaTronics Engineering Team  
Email: [support@megatrak.com](mailto:support@megatrak.com)