



FUELMASTER® Fuel Management System

Extended Maintenance Agreement

The FUELMASTER® Fuel Management Systems Extended Maintenance Agreement is made and entered into on this day of **01/26/2021** Tallahassee, Florida, by and between SYN-TECH SYSTEMS, INCORPORATED, (STS), a Florida Corporation having a principal place of business at 100 Four Points Way, Tallahassee, Florida 32305 and:

Williamson County
3151 S.E. Inner Loop, Suite B
Georgetown, TX 78626

This initial term of this agreement shall commence as of **03/23/2021** and shall continue for a term expiring **03/22/2022** at which time the services will be automatically renewed unless otherwise directed by the customer. Customer will have the option to accept or terminate the services when invoiced.

The FUELMASTER® Maintenance Agreement provides a means of extending the normal one-year warranty that all FUELMASTER® customers receive. It covers parts and telephone support labor for all FUELMASTER® components, both software and hardware, and provides free updates software/firmware, upon request. The customer will be sent replacement parts and a pre-paid label to return the defective parts. The customer must return the defective parts within seven business days. Support hours are 8:00 AM – 8:00 PM EST, Monday through Friday, excluding New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Maintenance Level	FMU/Serial Number	Cost
Standard	FMU2500 S/N 8309 (CMF LUBE)	\$1,275.00
Standard	FMU2500 S/N 8312 (FLORENCE)	\$1,275.00
Standard	FMU2500 S/N 8314 (GRANGER)	\$1,275.00
Standard	FMU2500 S/N 8315 (TAYLOR)	\$1,275.00
Standard	FMU2500 S/N 9958 (FLORENCE PROPANE)	\$1,275.00
Standard	FMU2500 S/N 9985 (ROUND ROCK)	\$1,275.00
Standard	FMU2500 S/N 9986 (CEDAR PARK)	\$1,275.00
Standard	FMU2500 S/N 9987 (CMF PROPANE)	\$1,275.00
Standard	FMU3505 S/N 7704 (CMF-F)	\$1,275.00
Standard	FMU3505 S/N 7705 (CMF-E)	\$1,275.00
Standard	FMU3505 S/N 7706 (CMF-D)	\$1,275.00
SUBTOTAL		\$14,025.00
10% DISCOUNT		-\$1,402.50
TOTAL		\$12,622.50

**THERE IS A LATE FEE OF \$25.00 A MONTH PER UNIT UP TO SIX MONTHS OR A MAXIMUM OF \$150.00. AFTER SIX MONTHS, THERE IS AN AMNESTY FEE OF \$150.00 THAT INCLUDES VERIFICATION OF THE FUNCTIONALITY OF THE SYSTEM.- MULTIPLE YEARS OF MAINTENANCE MAY BE PURCHASED AT THE CURRENT RATE, BUT ALL YEARS MUST BE PURCHASED IN ADVANCE WITH ONE PAYMENT.*

Syn-Tech Systems, Inc. will provide at no additional charge Certificates of Insurance naming your company as a Certificate Holder.

Syn-tech Systems, Inc. recognizes the confidentiality of each customer's software and database information, and will not disclose this information to any third party. Payment Industries Standards certify Syn-tech Systems, Inc. to PA-DSS requirements and all data must be securely maintained. Organizations under maintenance contract are provided a toll-free number and have access to FUELMASTER® technicians to assist in FUELMASTER® operations and diagnostics.

Software updates will be provided free of charge upon request. The exception to this is for those system operators with customized software. Each customized program will have to be quoted on an individual basis. Customers with Extended Maintenance will only pay for the customization. The customer can make the decision as to whether he prefers to maintain his current system or update to the new software/firmware. Changes in hardware are not covered by this agreement.

Under terms of this agreement, FUELMASTER® technicians will telephonically diagnose problems with the assistance of the customer to determine warrantable conditions, and possible problem solutions. Syn-Tech will replace all defective parts and provide telephonic assistance to the customer in installation of replacement parts to allow the unit to be repaired as expeditiously as possible. Please note that FUELMASTER® was designed in a modular manner to provide easy and rapid exchange of parts, even by non-technical personnel. Other fuel management systems are not designed this way and consequently do not offer warranties comparable to FUELMASTER®. This agreement does not cover site visits by FUELMASTER® technicians for repair.

Please note that damage resulting from acts of God, user abuse, accidents, faulty installation or operation is not covered under the warranty. This warranty specifically excludes any indirect, special, or consequential damages to include, but not limited to, loss of product, profit, or litigation fees. Additionally, associated equipment including valves, pulsers, printers, personal computers, pumps, oilers, dispensers, and other items not manufactured by Syn-Tech, are warranted only to the extent covered by the original manufacturer. Additionally, warranty is limited to approved locations (generally the United States of America) and is not transferable except by written permission of Syn-Tech Systems, Inc.

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of customer, the Williamson County Commissioners Court, or the Williamson County Judge.
- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, customer

will only be liable for its pro rata share of services rendered and goods actually received.

- Delete references to “late fee” and “amnesty fee” at the top of page 2 and replace with: Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by customer in accordance with Texas Government Code Section 2251.025.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.
- Venue and Governing Law: Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Right to Audit: STS agrees that customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of STS which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. STS agrees that customer shall have access during normal working hours to all necessary STS facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. customer shall give STS reasonable advance notice of intended audits.

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The parties of Syn-tech Systems, INC. and **Williamson County** deem this agreement to be executed by their duly authorized representatives on the Agreement date.

SYN-TECH SYSTEMS, INCORPORATED:

(Signature)

(Date)



01/26/2021

(Name)

Sara D. Fletcher

(Title)

Marketing Operations Manager

CUSTOMER:

(Signature)

(Date)


Bill Gravell Jr. (Feb 9, 2021 13:06 CST)

Feb 9, 2021

(Name)

Bill Gravell Jr.

(Title)

County Judge

Agenda item #17, 02.09.2021, Standard Maintenance agreement, Syntech Systems Fuelmaster

Final Audit Report

2021-02-09

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