

17. **No other agreements, No assignment.** There are no other agreements between the parties, except as referenced herein and in Exhibits hereto, and except for those Licenses, Warranties, and other Agreements provided with the Products. The Agreement may not be assigned by Customer except as expressly authorized herein.

18. **Commercial Transaction, No Extended Warranty. CUSTOMER AGREES AND ACKNOWLEDGES THAT THE PRODUCT IS USED FOR BUSINESS AND COMMERCIAL PURPOSES, AND THAT THE CUSTOMER IS AN INDIVIDUAL AND/OR COMPANY ENGAGED IN A COMMERCIAL ENTERPRISE AND THAT THIS TRANSACTION IS NOT A CONSUMER TRANSACTION. THIS IS NOT AN EXTENDED WARRANTY.**

NewTek, Inc.

Customer:

California State University, East Bay

By: \_\_\_\_\_

By: Melody Whlich

Title \_\_\_\_\_

Instructional Tech II - TV Studio, Communication Dept.

Date \_\_\_\_\_

Title \_\_\_\_\_  
4/11/2012  
Date \_\_\_\_\_

ADDRESS:

ADDRESS:

5131 Beckwith  
San Antonio, TX 78249  
Phone: (210) 370-8000  
Fax: (210) 370-8075  
Email: \_\_\_\_\_

25800 Carlos Bee Blvd.  
Hayward, CA 94542 - LZ 1092  
Phone: (510) 885-4670  
Fax: \_\_\_\_\_  
Email: melody.whlich@csueastbay.edu

**Exhibit A  
Additional Terms To NewTek  
ProTek™ Program Agreement**

- 1. Products with serial numbers:

New

- 2. Starting Coverage Date: For new Products purchased concurrently with ProTek, the Delivery Date is presumed to be fifteen (15) days after the date NewTek receives the ProTek Order. See Definition in Agreement for precise starting date terms, and as to those Products currently owned not purchased concurrently with ProTek. Customer may be required to provide purchase/delivery information before acceptance of this ProTek Order.
- 3. Extended ProTek Care Telephone Support Hours:
  - a. Weekday 08:30am to 11pm Central Time
  - b. Weekend 10am to 11 pm Central Time
- 4. Average Speed of Answer: 5 minutes or less
- 5. Repair Service Turn-Around-Time: within 5 days
- 6. Advance Exchange Availability and Fee: Before 1PM CT business days, \$295
- 7. Term. The term of coverage is 12 months from the Starting Coverage Date unless otherwise agreed by NewTek through public promotion or in writing.

**NewTek, Inc.**

**Customer:**

By: \_\_\_\_\_

CSU, East Bay - Communication Dept.

By: Melody White

Title \_\_\_\_\_

Instructional Tech II - TV Studio

Title \_\_\_\_\_

Date \_\_\_\_\_

4/11/2012

Date \_\_\_\_\_