

Michele Garcia - NewTek ProTek Care Agreement

From: "Chris Hines"
To:
Date: 3/23/2012 2:32 PM
Subject: NewTek ProTek Care Agreement
CC:
Attachments:

Hello Carlos/Michele,

We recently received a PO from your purchasing department (PO 0000631521) for ProTek Care order for your existing TriCaster 850 (SN 81AF11542642607).

Attached you'll see the ProTek Customer Agreement for you to review, sign and return via email or fax. As soon as the signed agreement is received, we will submit your order.

If you have any questions, please feel free to contact me.

Best Regards,

Chris Hines
Inside Sales - Western US & Canada

Direct: 210-370-8202

Fax: 210-370-8002



Chris,

I signed the forms. Please let me know if I should do anything else or if you need additional info.

*Thanks,
Michele Garcia*

**Exhibit A
Additional Terms To NewTek
ProTekSM Program Agreement**

1. Products with serial numbers:
TriCaster 850 - S/N - 81AF11542642607

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: _____

N.E.I.S.D. - Media Production Dept.

By: Michele Garcia

Title _____

Admin Assistant

Title 3/26/12

Date _____

Date _____

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:

By: _____

N.E.I.S.D. - Media Production Dept.

By: Michele Garcia

Title _____

Admin Assistant

Title 3/26/12

Date _____

Date _____

ADDRESS:

ADDRESS:

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

8961 Tesoro Dr. #112
S.A, TX 78217
Phone: 210-467-0008
Fax: 210-804-7251
Email: mgarcia2@neisd.net